August 5, 2024 CITY COUNCIL MEETING AGENDA

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

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

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

NOTICE OF A CITY COUNCIL MEETING OF THE CITY OF MANVEL
August 5, 2024

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

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

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

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

CITY OF MANVEL MISSION STATEMENT

The City of Manvel is a safe and responsible community, embracing the values of our past, present, and future citizens.

Workshop Session

Discussion on FY 2024-2025 Budget.

Discussion on any topic as listed on the current agenda.

Regular Session

Call To Order

Invocation

Inspirational Reading - Councilmember Perry

Pledge

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

Public Hearing

TO HEAR INPUT FROM THE PUBLIC ON AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF CITY RIGHT-OF-WAY, GENERALLY A 40-FOOT STRIP RUNNING FROM IOWA LANE (ON THE EAST) TO THE TOPEKA & SANTA FE RAILROAD CALLED 150 FOOT STRIP (ON THE WEST), CONSISTING OF:

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.9881 ACRE (43,040 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and

(4) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;

VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, QUITCLAIM DEEDS CONVEYING RESPECTIVE INTERESTS IN SAID ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER(S); PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

Public Comments: "Comment Card" Required

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

City Manager Update

Update on current events and city issues.

Consent Agenda

1. Acceptance of the meeting minutes to date.

Items Removed from Consent Agenda

Regular Agenda

1. Consideration and possible action on a record vote setting the Preliminary Tax Rate for 2024 and scheduling the Public Hearing on Sept 16, 2024, at 6:00 p.m. at Manvel City Hall, 20031 Hwy 6, Manvel Tx.

2. Consideration and possible action to approve and authorize the City Manager to Execute; CONTRACT FOR PROFESSIONAL SERVICES - ARCHITECT WITH PGAL FOR THE DESIGN OF THE MANVEL CITY HALL EXPANSION AND RELATED SITE WORK.

3. Consideration and possible action to approve the second and final reading of Ordinance No. 2024-O-27;
   AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, AMENDING CHAPTER 8. ANIMALS, BY ADOPTING NEW PROVISIONS GOVERNING ANIMALS; ADDING A NEW ARTICLE IV. ANIMAL SELLER PERMIT; ADDING A NEW ARTICLE V. PETTING ZOOS; 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.

4. Consideration and possible action to approve the second and final reading of Ordinance 2024-O-30;
   AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL BY AMENDING CHAPTER 33 “FOOD AND FOOD HANDLERS” TO ADOPT THE 2021 *TEXAS FOOD ESTABLISHMENT RULES* (TFER), WITH LOCAL AMENDMENTS CONSISTENT THEREWITH, REGULATING FOOD ESTABLISHMENTS; AMENDING CHAPTER 35 “FOOD AND FOOD HANDLERS” TO AMEND DEFINITIONS AND OTHER PROVISIONS TO MAKE THE RULES PERTAINING TO MOBILE FOOD VENDORS CONSISTENT WITH ADOPTION OF THE 2021 TFER; REPEALING PROVISIONS IN CONFLICT THEREWITH; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000.00 PER DAY FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

5. Consideration and possible action to approve the first of two readings of Ordinance 2024-O-24;
   AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING CHAPTER 77 - ZONING, OF THE CODE OF ORDINANCES, PROVIDING FOR THE REGULATION OF ACCESSORY DWELLING UNITS; PROVIDING FOR THE CREATION AND MODIFICATION OF DEFINITIONS RELATED TO THE REGULATION OF ACCESSORY DWELLING UNITS, SECTION 77-3, DEFINITIONS; PROVIDING FOR AMENDMENTS TO SECTION 77-27, OPEN SINGLE-FAMILY RESIDENTIAL (O-SFR) DISTRICT; PROVIDING FOR AMENDMENTS TO SECTION 77-28, SINGLE-FAMILY RESIDENTIAL (SFR) DISTRICT; PROVIDING FOR AMENDMENTS TO SECTION 77-37, BY ESTABLISHING A NEW SECTION 77-37 - ACCESSORY DWELLING UNIT (ADU); AND PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF. *(Forwarded with 7/0 favorable recommendation with conditions by PD&Z on July 22, 2024)*

Executive Session

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

Deliberate the purchase, exchange, lease, or value of real property.
ROW Abandonment - GENERALLY A 40-FOOT STRIP RUNNING FROM IOWA LANE (ON THE EAST) TO THE TOPEKA & SANTA FE RAILROAD CALLED 150 FOOT STRIP (ON THE WEST).

Regular Agenda

6. Consideration and possible action to approve the first of two readings of Ordinance No. 2024-O-28;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF CITY RIGHT-OF-WAY, GENERALLY A 40-FOOT STRIP RUNNING FROM IOWA LANE (ON THE EAST) TO THE TOPEKA & SANTA FE RAILROAD CALLED 150 FOOT STRIP (ON THE WEST), CONSISTING OF:

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Mayor and Council Comments

Update on current events and city issues.

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

Items of community interest include:

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

Adjourn

CERTIFICATION

I, Tammy Bell, City Secretary for the City of Manvel, do hereby certify that the foregoing Agenda of the Manvel City Council is true and correct and that I posted such notice on the bulletin board at the Manvel City Hall; a place convenient and readily accessible to the public on 8/2/2024 in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551.001 et.seq). Said notice remained posted for at least 72 hours preceding the scheduled time of the meeting.

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

CITY OF MANVEL
CORPORATE
SEAL
1960
TEXAS

City of Manvel
Preliminary
Proposed Budget FY2025

August 1, 2024

City Council
City of Manvel
20025 Highway 6
Manvel, Texas 77578

Dear Mayor Davis and City Councilmembers,

In accordance with Section 8.04 of the City's Home Rule Charter, I am pleased to submit this *Preliminary Proposed Budget for Fiscal Year (FY) 2025*. Beginning with the Budget Comparison Report in Section 2, this document includes the FY2023 Total Budget and Total Activity amounts, the FY2024 Total Budget and Year-To-Date Activity, and the FY2025 Proposed Budget. Per Section 8.01 of the Charter, FY2025 begins on October 1, 2024 and ends September 30, 2025.

The budget is a policy, management, and planning document. It is also a financial report and a means of communicating with the citizens of Manvel. The staff is confident that, while conservative, the budget reasonably and accurately estimates the City's revenue and expenditure projections. With the anticipated growth in both residential and commercial developments in the city limits and extraterritorial jurisdiction that will require various municipal services, the activities, staffing levels, and projects funded in this budget will continue to improve the efficiency and effectiveness of our operations.

The following documents are included within this Preliminary Proposed Budget:

1. This Cover Letter
2. Budget Comparison Report
3. BCAD Certified Appraisal Roll
4. BCAD Tax Rate Notice
5. Property Tax Summary
6. Staffing Requests Included
7. Staffing Requests Not Yet Included
8. Supplemental Requests Included
9. Supplemental Requests Not Yet Included
10. TMRS Brazoria County Summary
11. BCAD Tax Rate Calculation Worksheet
12. BCAD Certified Totals

According to the Brazoria County Appraisal District (BCAD) Certified Appraisal Roll (provided in Section 3), the *Net Taxable Value* in the City of Manvel has increased from approximately $2.023 Billion last year to $2.151 Billion this year. Additionally, the Property Count has increased from 8,607 to 9,034 properties. Approximately $356 Million of the value is within the Tax Increment Reinvestment Zone (TIRZ) and approximately $130 Million of the value will be reduced by the new 10% Homestead Exemption recently adopted by the City of Manvel.

The 2024 Tax Rate Notice, provided by BCAD on July 31, 2024, and included in Section 4 identifies a No New Revenue Rate (NNR) of $0.507231 and a Voter-Approval Rate (VAR) of $0.606924. Any tax rate adopted between these two numbers if permissible, but anything above the Voter-Approval Rate would require a vote by the citizens of Manvel.

Proposed revenues for this Preliminary Proposed Budget FY2025 currently assume that a total property tax rate of $0.56 per $100 of valuation is adopted, consistent with FY2024. As shown in the table below, $0.56 represents the lowest tax rate in 10 years in the City of Manvel, with the average being $0.60.

The following illustrates the City of Manvel Tax Rate and Net Taxable Value over the past ten years:

Fiscal Year	COM Tax Rate	Net Taxable Value (Prior Year)
2015	$ 0.58	$ 411,289,671
2016	$ 0.58	$ 474,208,894
2017	$ 0.57	$ 578,005,487
2018	$ 0.57	$ 669,955,379
2019	$ 0.69	$ 730,067,697
2020	$ 0.64	$ 830,737,358
2021	$ 0.61	$ 955,557,803
2022	$ 0.57	$ 1,128,634,287
2023	$ 0.57	$ 1,471,993,129
2024	$ 0.56	$ 2,022,942,450
2025	*$ 0.56*	*$ 2,150,935,233*

The tax rate is composed of two parts: maintenance and operations (M&O) and debt service. As shown in Section 5, the proposed tax rate of $0.56 would set the M&O rate at $0.317026 (compared to $0.352393 in FY2024) and the debt service rate at $0.242974 (compared to $0.207607 in FY2024) per $100 valuation.

Should Council vote to adopt the proposed rate of $0.56, the levy generated would equate to approximately $1.1 Million dollars more than the levy generated from the NNR. If Council chose to adopt the VAR of $0.606924, the levy generated would equate to an additional $1M over the $0.56 rate, for a total of $2.1M over the NNR.

	No New Revenue Rate	Proposed	Voter-Approval Rate
Rate/$100	$ 0.507231	$ 0.560000	$ 0.606924
Net Taxable Value	$ 2,150,935,233	$ 2,150,935,233	$ 2,150,935,233
Levy	$ 10,910,210	$ 12,045,237	$ 13,054,542
Difference over NNR	$ -	$ 1,135,027	$ 2,144,332

With a tax rate of $0.56, the impact on a $300,000 home, would equate to about $158 per year (or $13 per month) above the NNR. With the VAR, the impact on a $300,000 home would be an additional $141 per year, for a total of $299 above the NNR (or $25 more per month):

$300,000 Home Example	No New Revenue Rate	Proposed	Voter-Approval Rate
2024 COM Tax Rate	$ 0.507231	$ 0.560000	$ 0.606924
2024 COM Tax Payment	$ 1,522	$ 1,680	$ 1,821
Difference over NNR		$ 158	$ 299
Monthly Impact		$ 13	$ 25

As discussed in the Budget Workshops, Staff has identified the need for 24 new positions to maintain the same level of service for the anticipated growth next year. If all 24 staffing requests were included, the budget impact would be approximately $2.1M. As shown in Section 6, only 5 of these positions are currently included in the Preliminary Proposed Budget at a total cost of $428,000 including benefits. Section 7 shows the remaining 19 staffing requests ($1.6M) not included in the budget.

In addition to the Staffing Needs, 37 Supplemental Requests were also presented throughout the Budget Workshops, equating to approximately $1.6M. As shown in Section 8, the top 17 Supplemental Requests are included in the Preliminary Proposed Budget, equating to about $500k. Section 9 includes the other 20 Supplemental Requests which equate to about $1.1M.

The single largest item in the Supplemental Requests Not Yet Included is the employee benefit of TMRS Updated Service Credits. As shown in Section 10, twelve (12) of the 18 communities in Brazoria County offer this benefit to their employees. The six that don't are Manvel, Danbury, Jones Creek, Liverpool, Quintana, and Surfside Beach. In short, Manvel is biggest City in Brazoria County that does not offer this benefit. This benefit would cost about $431,000 and is not currently included in this budget.

It should be noted that this Preliminary Proposed Budget does include a 3% Cost of Living Adjustment (COLA) for all full-time employees. This is a minimum recommended COLA to ensure competitive compensation to attract and retain qualified, high-performing, talented employees for all positions.

In closing, this Preliminary Proposed Budget is submitted today to honor the "*on or before the first day of August*" deadline specified in the City Charter. It is the intent that this document assists the City Council with setting the Preliminary Tax Rate at your next meeting on August 5th. Once the Preliminary Tax Rate is set, then the Proposed Budget can be updated and submitted to the City Secretary to honor the requirements outlined Section §102.005 of Texas Local Government Code.

I look forward to working with the City Council and Staff to finalize this budget and set in motion the plan to guide us through the next year and beyond.

Respectfully submitted,

Daniel S. Johnson

Daniel S. Johnson, P.E., CFM
City Manager

MISSION STATEMENT

"The City of Manvel is a safe and responsible community, embracing the values of our past, present, and future citizens."

SECTION 2
BUDGET COMPARISON REPORT

Budget Worksheet
Account Summary

Manvel, TX

For Fiscal: 2024-2025 Period Ending: 09/30/2025

Defined Budgets

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 10 - General Fund							
Revenue							
Department: 01 - Ad Valorem Tax Revenues							
Category: 400 - Ad Valorem Tax							
10-01-4000	Current Ad Valorem Tax Rev.	4,725,000.00	4,641,811.50	5,940,500.00	5,389,420.20	6,322,394.12	0.00
10-01-4005	Personal Property Taxes	17,500.00	32,069.01	15,000.00	0.00	0.00	0.00
10-01-4010	Delinquent Ad Valorem Tax Re...	110,000.00	30,890.75	30,000.00	29,823.30	30,000.00	0.00
10-01-4011	P&I on Ad Valorem Taxes	22,500.00	53,772.57	30,000.00	120,444.14	100,000.00	0.00
10-01-4012	Property Tax Rebates	0.00	0.00	0.00	0.00	-550,000.00	0.00
	Category: 400 - Ad Valorem Tax Total:	**4,875,000.00**	**4,758,543.83**	**6,015,500.00**	**5,539,687.64**	**5,902,394.12**	**0.00**
	Department: 01 - Ad Valorem Tax Revenues Total:	**4,875,000.00**	**4,758,543.83**	**6,015,500.00**	**5,539,687.64**	**5,902,394.12**	**0.00**
Department: 02 - Miscellaneous Tax Revenues							
Category: 403 - Miscellaneous Tax							
10-02-4030	Sales Tax Revenues	2,400,000.00	2,471,754.06	2,240,000.00	1,993,830.62	2,290,750.00	0.00
10-02-4031	Sales Tax Rebate	0.00	-35,107.31	-40,000.00	0.00	-240,000.00	0.00
	Category: 403 - Miscellaneous Tax Total:	**2,400,000.00**	**2,436,646.75**	**2,200,000.00**	**1,993,830.62**	**2,050,750.00**	**0.00**
	Department: 02 - Miscellaneous Tax Revenues Total:	**2,400,000.00**	**2,436,646.75**	**2,200,000.00**	**1,993,830.62**	**2,050,750.00**	**0.00**
Department: 03 - Franchise Fees Revenues							
Category: 410 - Franchise Fee							
10-03-4101	Gas Franchise Fees	30,000.00	41,885.24	45,000.00	47,948.79	50,000.00	0.00
10-03-4102	Electric Franchise Fees	325,000.00	414,018.46	330,000.00	-909.71	330,000.00	0.00
10-03-4103	Cable Franchise Fees	55,000.00	62,153.49	55,000.00	613.33	55,000.00	0.00
10-03-4104	Telephone Franchise Fees	25,000.00	8,658.01	25,000.00	6,891.67	25,000.00	0.00
10-03-4105	Solid Waste Franchise Fees	160,000.00	238,645.90	200,000.00	142,663.78	200,000.00	0.00
	Category: 410 - Franchise Fee Total:	**595,000.00**	**765,361.10**	**655,000.00**	**197,207.86**	**660,000.00**	**0.00**
	Department: 03 - Franchise Fees Revenues Total:	**595,000.00**	**765,361.10**	**655,000.00**	**197,207.86**	**660,000.00**	**0.00**
Department: 04 - Licenses and Permits Revenues							
Category: 420 - Licenses and Permits							
10-04-4200	Permits CC Convenience Fees	55,000.00	0.00	0.00	0.00	0.00	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
10-04-4203	Permits & Licenses	3,947,146.00	2,908,527.69	4,000,000.00	2,518,796.29	4,000,000.00	0.00
10-04-4204	Licenses & Permits PD	7,500.00	6,727.50	7,500.00	6,337.50	7,500.00	0.00
10-04-4206	Abandonment Fees	1,000.00	2,000.00	1,000.00	1,000.00	0.00	0.00
10-04-4207	Plat Fees	120,000.00	109,326.09	100,000.00	87,273.02	100,000.00	0.00
10-04-4208	Plan Reviews	900,000.00	589,953.46	600,000.00	581,132.13	600,000.00	0.00
10-04-4209	Planned Unit Dev. Fees	0.00	7,304.00	0.00	0.00	0.00	0.00
	Category: 420 - Licenses and Permits Total:	**5,030,646.00**	**3,623,838.74**	**4,708,500.00**	**3,194,538.94**	**4,707,500.00**	**0.00**
	Department: 04 - Licenses and Permits Revenues Total:	**5,030,646.00**	**3,623,838.74**	**4,708,500.00**	**3,194,538.94**	**4,707,500.00**	**0.00**
Department: 05 - Fines and Fees Revenues							
Category: 440 - Fines and Fees							
10-05-4400	Court Fines	250,000.00	236,489.01	240,000.00	399,321.34	400,000.00	0.00
10-05-4401	Rev Court Fines	7,000.00	3,464.23	3,500.00	8,495.52	11,000.00	0.00
10-05-4404	OMNI/TLFTA Revenue	0.00	587.83	350.00	1,013.20	1,000.00	0.00
	Category: 440 - Fines and Fees Total:	**257,000.00**	**240,541.07**	**243,850.00**	**408,830.06**	**412,000.00**	**0.00**
	Department: 05 - Fines and Fees Revenues Total:	**257,000.00**	**240,541.07**	**243,850.00**	**408,830.06**	**412,000.00**	**0.00**
Department: 06 - Interest Revenues							
Category: 460 - Interest							
10-06-4600	Interest Income	25,000.00	616,913.02	300,000.00	594,785.89	700,000.00	0.00
	Category: 460 - Interest Total:	**25,000.00**	**616,913.02**	**300,000.00**	**594,785.89**	**700,000.00**	**0.00**
	Department: 06 - Interest Revenues Total:	**25,000.00**	**616,913.02**	**300,000.00**	**594,785.89**	**700,000.00**	**0.00**
Department: 07 - Other Source Revenues							
Category: 430 - Other Source							
10-07-4701	Skynet - Lease Rental	8,400.00	7,700.00	8,400.00	5,600.00	8,400.00	0.00
10-07-4723	Pipeline ROW Crossing Fees	40,000.00	35,000.00	25,000.00	23,000.00	25,000.00	0.00
10-07-4800	Insurance & Other Reimburse…	1,000.00	1,241.86	1,000.00	5,270.42	1,000.00	0.00
10-07-4802	AISD Dispatch	12,000.00	12,000.00	12,000.00	12,000.00	12,000.00	0.00
10-07-4803	TCLEOS	1,900.00	2,170.88	6,064.89	6,064.89	6,064.89	0.00
10-07-4804	Sale/Disposition of Assets	0.00	0.00	0.00	886,433.20	0.00	0.00
10-07-4808	Donations for City Events	0.00	1,500.00	0.00	3,500.00	10,000.00	0.00
10-07-4809	TIRZ Cost of Service	0.00	476,010.00	363,135.00	363,135.00	529,545.00	0.00
10-07-4810	TIRZ Admin Fee	0.00	100,000.00	60,000.00	60,000.00	60,000.00	0.00
10-07-4811	Other Income	20,000.00	14,491.11	10,000.00	90,398.07	10,000.00	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
10-07-4840	MEDC Contributions	0.00	0.00	0.00	0.00	0.00	0.00
	Category: 430 - Other Source Total:	**83,300.00**	**650,113.85**	**485,599.89**	**1,455,401.58**	**662,009.89**	**0.00**
	Department: 07 - Other Source Revenues Total:	**83,300.00**	**650,113.85**	**485,599.89**	**1,455,401.58**	**662,009.89**	**0.00**
Department: 09 - Transfer-In Revenues							
Category: 495 - Transfer-In							
10-09-4999	Transfer In - Fund Balance	855,000.00	855,000.00	1,416,649.03	1,416,649.03	597,789.00	0.00
	Category: 495 - Transfer-In Total:	**855,000.00**	**855,000.00**	**1,416,649.03**	**1,416,649.03**	**597,789.00**	**0.00**
	Department: 09 - Transfer-In Revenues Total:	**855,000.00**	**855,000.00**	**1,416,649.03**	**1,416,649.03**	**597,789.00**	**0.00**
	Revenue Total:	**14,120,946.00**	**13,946,958.36**	**16,025,098.92**	**14,800,931.62**	**15,692,443.01**	**0.00**
Expense							
Department: 10 - Administration Expenditure							
Category: 500 - Personnel Services							
10-10-5000	Salaries	1,204,014.00	1,203,924.80	888,641.02	559,103.45	875,357.99	0.00
10-10-5001	Additional Compensation	4,250.00	0.00	88,468.87	0.00	0.00	0.00
10-10-5002	Overtime	850.00	787.95	2,779.65	961.37	3,010.64	0.00
10-10-5006	Longevity	2,280.00	2,280.00	1,980.00	1,980.00	3,540.00	0.00
10-10-5010	FICA Expense	62,531.00	62,513.76	78,184.49	36,757.21	69,405.29	0.00
10-10-5012	Unemployment Insurance	18,100.00	18,004.21	20,000.00	12,791.20	20,700.00	0.00
10-10-5030	Health Insurance	77,776.00	77,726.63	83,508.00	61,570.41	103,598.64	0.00
10-10-5031	Vision Insurance	893.00	811.58	709.92	598.78	905.52	0.00
10-10-5032	Life & LTD	9,095.00	9,029.80	2,449.44	4,205.68	2,857.68	0.00
10-10-5033	Dental	3,119.00	3,108.13	2,710.08	2,471.92	3,415.44	0.00
10-10-5034	Retirement	134,469.00	134,461.76	102,304.16	33,528.15	77,392.65	0.00
10-10-5035	Cell Phone Allowance	1,950.00	1,950.00	1,950.00	2,737.50	5,850.00	0.00
10-10-5036	Auto Allowance	16,380.00	16,325.00	18,200.00	9,425.00	19,500.00	0.00
10-10-5037	Pay Reimbursement	38,700.00	38,637.72	40,000.00	7,510.61	0.00	0.00
10-10-5038	Flex	266.00	254.62	0.00	190.12	210.00	0.00
10-10-5039	Flex Card - Health Ins	2,400.00	2,292.13	2,400.00	1,608.65	2,800.00	0.00
10-10-5040	Workers Compensation	1,646.00	2,112.90	2,000.00	1,709.67	1,971.47	0.00
	Category: 500 - Personnel Services Total:	**1,578,719.00**	**1,574,220.99**	**1,336,285.63**	**737,149.72**	**1,190,515.32**	**0.00**
Category: 520 - Commodities							
10-10-5220	Janitorial Supplies & Cleaning	27,300.00	27,283.27	25,000.00	19,626.87	30,000.00	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
10-10-5222	Postage	5,100.00	5,063.91	2,500.00	2,202.76	3,000.00	0.00
10-10-5230	Office Expense	4,700.00	4,613.63	7,500.00	2,626.42	9,000.00	0.00
10-10-5240	Minor Tools & Equipment	800.00	716.48	1,000.00	335.99	1,100.00	0.00
10-10-5260	Apparel	300.00	297.00	1,000.00	1,652.80	1,400.00	0.00
	Category: 520 - Commodities Total:	**38,200.00**	**37,974.29**	**37,000.00**	**26,444.84**	**44,500.00**	**0.00**
Category: 530 - Contractual Services							
10-10-5320	Bank/Convenience Charges	-200.00	-228.78	0.00	1.00	0.00	0.00
10-10-5340	Copier Lease/Maintenance	2,100.00	2,092.70	2,000.00	2,317.29	3,000.00	0.00
10-10-5362	Records Retention	2,000.00	1,230.00	2,000.00	960.00	2,000.00	0.00
10-10-5380	Building Repair & Maintenance	39,100.00	39,025.79	42,500.00	8,230.59	20,000.00	0.00
10-10-5400	Legal Fees	75,450.00	75,403.42	50,000.00	22,990.17	30,000.00	0.00
10-10-5418	Employment Testing	300.00	0.00	300.00	0.00	500.00	0.00
10-10-5420	Electricity	15,400.00	15,321.23	12,500.00	12,520.26	12,500.00	0.00
10-10-5422	Electricity - Street Lights	47,600.00	47,557.03	50,000.00	39,712.00	50,000.00	0.00
10-10-5423	Storm Recovery Charge	0.00	0.00	0.00	0.00	0.00	0.00
10-10-5430	Gas Utilities	2,250.00	2,177.57	2,000.00	862.53	2,000.00	0.00
10-10-5432	Rental Equipment	100.00	82.49	0.00	0.00	0.00	0.00
10-10-5438	County Recording Fees	600.00	538.00	1,500.00	685.00	1,500.00	0.00
10-10-5440	Computer Maintenance/Suppo...	6,200.00	6,160.82	0.00	0.00	0.00	0.00
10-10-5442	Website Administration	11,800.00	11,714.73	20,000.00	14,106.27	25,000.00	0.00
10-10-5445	Telephone	53,500.00	53,472.59	55,000.00	22,505.04	55,000.00	0.00
10-10-5458	Maintenance Agreements	0.00	0.00	5,000.00	0.00	5,000.00	0.00
10-10-5476	Codification	5,400.00	5,357.89	6,000.00	3,021.00	6,000.00	0.00
10-10-5507	MUD 43 Reimbursement	298,000.00	297,632.18	200,000.00	448,627.56	0.00	0.00
10-10-5550	Radio Usage	1,500.00	1,476.00	3,000.00	0.00	3,000.00	0.00
	Category: 530 - Contractual Services Total:	**561,100.00**	**559,013.66**	**451,800.00**	**576,538.71**	**215,500.00**	**0.00**
Category: 560 - Other Services							
10-10-5600	Marketing	340.00	340.00	21,000.00	6,807.95	21,000.00	0.00
10-10-5620	Council Expenses	17,880.00	17,863.93	20,000.00	20,159.63	20,000.00	0.00
10-10-5621	Council Pay	38,060.00	38,057.01	43,000.00	30,895.00	43,000.00	0.00
10-10-5622	Dues & Subscriptions	12,500.00	12,422.03	12,500.00	15,493.54	14,500.00	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
10-10-5625	Publications	35.00	35.00	0.00	0.00	0.00	0.00
10-10-5630	Insurance and Bonds	196,200.00	196,000.25	200,000.00	243,468.69	250,000.00	0.00
10-10-5632	City Functions & Meetings	10,700.00	10,693.66	12,000.00	7,606.49	12,000.00	0.00
10-10-5633	Public Notice Expense	5,505.00	5,500.81	5,000.00	6,464.01	7,000.00	0.00
10-10-5645	Training & Travel	12,300.00	12,298.97	12,500.00	10,497.78	16,000.00	0.00
10-10-5650	Mileage	200.00	102.25	500.00	0.00	500.00	0.00
10-10-5676	Elections Expense	22,300.00	22,267.30	9,000.00	4,969.99	9,000.00	0.00
10-10-5678	Holiday & Special Events	17,050.00	17,004.32	12,500.00	15,147.41	31,000.00	0.00
10-10-5800	Eng/Consulting/Planning Fees	7,500.00	7,018.36	30,000.00	37,442.76	35,000.00	0.00
	Category: 560 - Other Services Total:	**340,570.00**	**339,603.89**	**378,000.00**	**398,953.25**	**459,000.00**	**0.00**
Category: 850 - Transfer-Out							
10-10-8540	Transfer To - Utility Fund	0.00	0.00	0.00	0.00	0.00	0.00
	Category: 850 - Transfer-Out Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Department: 10 - Administration Expenditure Total:	**2,518,589.00**	**2,510,812.83**	**2,203,085.63**	**1,739,086.52**	**1,909,515.32**	**0.00**
Department: 15 - Library Expenditures							
Category: 520 - Commodities							
10-15-5220	Janitorial Supplies & Cleaning	5,624.80	6,652.59	7,000.00	4,808.13	7,500.00	0.00
10-15-5243	Small Furniture & Fixtures	840.00	840.00	400.00	58.89	400.00	0.00
	Category: 520 - Commodities Total:	**6,464.80**	**7,492.59**	**7,400.00**	**4,867.02**	**7,900.00**	**0.00**
Category: 530 - Contractual Services							
10-15-5380	Building Repair & Maintenance	2,744.00	2,743.73	7,200.00	3,056.98	8,500.00	0.00
10-15-5420	Electricity	5,639.00	5,638.76	5,500.00	3,992.64	5,500.00	0.00
10-15-5445	Telephone	1,078.00	1,077.78	400.00	0.00	0.00	0.00
10-15-5459	Lease Expense - Library	73,080.00	73,080.00	76,560.00	70,180.00	80,500.00	0.00
	Category: 530 - Contractual Services Total:	**82,541.00**	**82,540.27**	**89,660.00**	**77,229.62**	**94,500.00**	**0.00**
Category: 560 - Other Services							
10-15-5670	Book Plan - Library	3,294.20	3,294.20	3,300.00	0.00	3,300.00	0.00
	Category: 560 - Other Services Total:	**3,294.20**	**3,294.20**	**3,300.00**	**0.00**	**3,300.00**	**0.00**
	Department: 15 - Library Expenditures Total:	**92,300.00**	**93,327.06**	**100,360.00**	**82,096.64**	**105,700.00**	**0.00**
Department: 20 - Finance Expenditures							
Category: 500 - Personnel Services							
10-20-5000	Salaries	331,364.00	288,364.38	469,171.43	278,349.78	307,875.89	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
10-20-5002	Overtime	2,700.00	2,660.34	4,769.62	1,075.20	3,640.46	0.00
10-20-5006	Longevity	1,260.00	1,200.00	1,200.00	1,200.00	1,260.00	0.00
10-20-5010	FICA Expense	28,515.00	21,408.56	36,297.69	20,387.90	23,977.12	0.00
10-20-5030	Health Insurance	55,134.00	42,968.32	71,388.36	43,669.50	57,658.44	0.00
10-20-5031	Vision Insurance	592.00	458.49	591.60	364.82	517.44	0.00
10-20-5032	Life & LTD	1,594.00	1,082.64	2,041.20	1,025.08	1,632.96	0.00
10-20-5033	Dental	2,258.00	1,969.86	2,258.40	1,504.42	1,951.68	0.00
10-20-5034	Retirement	38,291.00	30,009.20	47,495.40	25,416.03	26,736.47	0.00
10-20-5035	Cell Phone Allowance	0.00	0.00	0.00	100.00	650.00	0.00
10-20-5038	Flex Admin Expense	222.00	155.56	0.00	145.54	140.00	0.00
10-20-5039	Flex Card - Health Ins	2,000.00	1,383.61	2,000.00	1,233.58	1,600.00	0.00
10-20-5040	Workers Compensation	697.00	659.23	800.00	786.00	681.08	0.00
	Category: 500 - Personnel Services Total:	**464,627.00**	**392,320.19**	**638,013.70**	**375,257.85**	**428,321.54**	**0.00**
Category: 520 - Commodities							
10-20-5230	Office Expense	7,800.00	7,772.07	7,000.00	5,226.15	5,000.00	0.00
10-20-5240	Minor Tools & Equipment	2,000.00	69.33	2,000.00	0.00	1,500.00	0.00
10-20-5260	Apparel	500.00	336.41	500.00	401.16	1,000.00	0.00
	Category: 520 - Commodities Total:	**10,300.00**	**8,177.81**	**9,500.00**	**5,627.31**	**7,500.00**	**0.00**
Category: 530 - Contractual Services							
10-20-5418	Employment Testing	300.00	140.00	300.00	140.00	150.00	0.00
10-20-5440	Computer Maintenance/Suppo...	82,000.00	81,775.27	40,000.00	32,476.68	45,000.00	0.00
10-20-5450	Tax Assessor Fees	4,000.00	3,711.21	4,000.00	2,925.71	4,000.00	0.00
10-20-5475	Accounting Fee Expense	4,750.00	0.00	5,500.00	0.00	0.00	0.00
10-20-5477	Audit & Professional Fees	30,000.00	22,910.00	33,000.00	30,750.00	35,000.00	0.00
10-20-5479	Appraisal Fees	48,000.00	45,527.00	48,000.00	65,791.73	83,000.00	0.00
	Category: 530 - Contractual Services Total:	**169,050.00**	**154,063.48**	**130,800.00**	**132,084.12**	**167,150.00**	**0.00**
Category: 560 - Other Services							
10-20-5615	Bank/Credit Card Processing Fe...	0.00	0.00	0.00	0.00	0.00	0.00
10-20-5622	Dues & Subscriptions	1,325.00	1,324.00	1,250.00	1,001.00	750.00	0.00
10-20-5645	Training & Travel	7,550.00	7,547.90	13,000.00	3,878.56	9,000.00	0.00
10-20-5650	Mileage	0.00	0.00	0.00	0.00	0.00	0.00

Account	Description	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
10-20-5675	Education Reimbursement	0.00	0.00	0.00	432.00	2,000.00	0.00
	Category: 560 - Other Services Total:	**8,875.00**	**8,871.90**	**14,250.00**	**5,311.56**	**11,750.00**	**0.00**
	Department: 20 - Finance Expenditures Total:	**652,852.00**	**563,433.38**	**792,563.70**	**518,280.84**	**614,721.54**	**0.00**
Department: 25 - Information Technology Expenditures							
Category: 500 - Personnel Services							
10-25-5000	Salaries	278,316.00	247,891.49	284,155.07	198,942.40	298,551.16	0.00
10-25-5006	Longevity	300.00	300.00	180.00	180.00	0.00	0.00
10-25-5007	Part Time Wages	0.00	0.00	0.00	0.00	300.00	0.00
10-25-5010	FICA Expense	21,429.00	18,214.76	21,751.63	14,831.07	22,911.85	0.00
10-25-5030	Health Insurance	44,107.00	39,723.70	55,254.18	36,137.00	63,178.44	0.00
10-25-5031	Vision Insurance	473.00	421.52	473.28	330.31	517.44	0.00
10-25-5032	Life Insurance & LTD	1,205.00	931.81	1,632.96	775.42	1,632.96	0.00
10-25-5033	Dental Insurance	1,807.00	1,612.13	1,806.72	1,362.11	1,951.68	0.00
10-25-5034	Retirement	28,775.00	26,307.60	28,461.94	18,076.07	25,548.60	0.00
10-25-5035	Cell Phone Allowance	1,500.00	579.81	0.00	425.00	650.00	0.00
10-25-5038	Flex Spend Admin	178.00	119.56	0.00	131.71	140.00	0.00
10-25-5039	Flex Card Spending	1,600.00	1,075.21	1,600.00	983.53	1,600.00	0.00
10-25-5040	Workers Compensation	524.00	462.38	575.00	470.99	650.82	0.00
	Category: 500 - Personnel Services Total:	**380,214.00**	**337,639.97**	**395,890.78**	**272,645.61**	**417,632.95**	**0.00**
Category: 520 - Commodities							
10-25-5225	Fuel	1,000.00	106.62	1,000.00	103.45	1,000.00	0.00
10-25-5230	Office Expense	6,960.00	6,438.83	7,000.00	3,192.04	7,000.00	0.00
10-25-5240	Minor Tools & Equipment	6,540.00	6,532.66	6,500.00	396.17	6,500.00	0.00
	Category: 520 - Commodities Total:	**14,500.00**	**13,078.11**	**14,500.00**	**3,691.66**	**14,500.00**	**0.00**
Category: 530 - Contractual Services							
10-25-5418	Employment Testing	300.00	280.00	300.00	140.00	300.00	0.00
10-25-5440	Computer Maintenance/Suppo...	70,000.00	61,079.11	70,000.00	63,002.71	95,000.00	0.00
10-25-5441	Computer Software	25,000.00	10,698.56	25,000.00	13,182.91	25,000.00	0.00
10-25-5443	Computer Replacement	20,000.00	10,245.23	20,000.00	14,705.35	124,000.00	0.00
10-25-5446	Uniforms	750.00	377.00	750.00	0.00	750.00	0.00
	Category: 530 - Contractual Services Total:	**116,050.00**	**82,679.90**	**116,050.00**	**91,030.97**	**245,050.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Category: 560 - Other Services							
10-25-5622	Dues & Subscriptions	140,000.00	69,188.78	140,000.00	132,275.96	168,000.00	0.00
10-25-5645	Training & Travel	15,000.00	4,723.30	15,000.00	3,671.43	15,000.00	0.00
	Category: 560 - Other Services Total:	**155,000.00**	**73,912.08**	**155,000.00**	**135,947.39**	**183,000.00**	**0.00**
	Department: 25 - Information Technology Expenditures Total:	**665,764.00**	**507,310.06**	**681,440.78**	**503,315.63**	**860,182.95**	**0.00**
Department: 26 - Personnel Services							
Category: 500 - Personnel Services							
10-26-5000	Salaries	0.00	0.00	0.00	0.00	183,750.08	0.00
10-26-5006	Longevity	0.00	0.00	0.00	0.00	420.00	0.00
10-26-5010	FICA Expense	0.00	0.00	0.00	0.00	14,138.74	0.00
10-26-5030	Health Insurance	0.00	0.00	0.00	0.00	34,223.04	0.00
10-26-5031	Vision Insurance	0.00	0.00	0.00	0.00	258.72	0.00
10-26-5032	Life & LTD	0.00	0.00	0.00	0.00	816.48	0.00
10-26-5033	Dental	0.00	0.00	0.00	0.00	975.84	0.00
10-26-5034	Retirement	0.00	0.00	0.00	0.00	15,765.86	0.00
10-26-5035	Cell Phone Allowance	0.00	0.00	0.00	0.00	650.00	0.00
10-26-5038	Flex	0.00	0.00	0.00	0.00	35.00	0.00
10-26-5039	Flex Card - Health Ins	0.00	0.00	0.00	0.00	800.00	0.00
	Category: 500 - Personnel Services Total:	**0.00**	**0.00**	**0.00**	**0.00**	**251,833.76**	**0.00**
Category: 520 - Commodities							
10-26-5230	Office Expense	0.00	0.00	0.00	0.00	2,500.00	0.00
10-26-5240	Minor Tools & Equipment	0.00	0.00	0.00	0.00	500.00	0.00
10-26-5260	Apparel	0.00	0.00	0.00	0.00	250.00	0.00
	Category: 520 - Commodities Total:	**0.00**	**0.00**	**0.00**	**0.00**	**3,250.00**	**0.00**
Category: 530 - Contractual Services							
10-26-5418	Employment Testing	0.00	0.00	0.00	0.00	150.00	0.00
	Category: 530 - Contractual Services Total:	**0.00**	**0.00**	**0.00**	**0.00**	**150.00**	**0.00**
Category: 560 - Other Services							
10-26-5622	Dues & Subscriptions	0.00	0.00	0.00	0.00	750.00	0.00
10-26-5645	Training & Travel	0.00	0.00	0.00	0.00	6,500.00	0.00
	Category: 560 - Other Services Total:	**0.00**	**0.00**	**0.00**	**0.00**	**7,250.00**	**0.00**
	Department: 26 - Personnel Services Total:	**0.00**	**0.00**	**0.00**	**0.00**	**262,483.76**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Department: 30 - Municipal Court Expenditures							
Category: 500 - Personnel Services							
10-30-5000	Salaries	179,255.00	179,220.42	242,873.72	165,058.66	261,359.59	0.00
10-30-5002	Overtime	1,500.00	1,485.97	3,410.55	2,214.47	5,287.46	0.00
10-30-5006	Longevity	240.00	240.00	300.00	300.00	7,740.00	0.00
10-30-5009	Certification	1,450.00	1,412.50	1,950.00	1,950.00	2,600.00	0.00
10-30-5010	FICA Expense	13,484.00	13,477.34	19,013.09	12,672.15	21,189.51	0.00
10-30-5030	Health Insurance	32,630.00	32,629.30	60,648.00	44,532.86	73,966.08	0.00
10-30-5031	Vision Insurance	355.00	345.10	473.28	293.33	517.44	0.00
10-30-5032	Life & LTD	589.00	566.94	1,632.96	551.29	1,632.96	0.00
10-30-5033	Dental	1,330.00	1,319.67	1,806.72	1,209.63	1,951.68	0.00
10-30-5034	Retirement	15,260.00	15,259.78	20,874.32	12,565.27	20,215.91	0.00
10-30-5035	Cell Phone Allowance	200.00	200.00	0.00	0.00	0.00	0.00
10-30-5038	Flex	108.00	103.76	250.00	116.63	140.00	0.00
10-30-5039	Flex Card - Health Ins	950.00	933.52	1,600.00	991.86	1,600.00	0.00
10-30-5040	Workers Compensation	334.00	338.50	620.58	344.80	601.89	0.00
	Category: 500 - Personnel Services Total:	**247,685.00**	**247,532.80**	**355,453.22**	**242,800.95**	**398,802.52**	**0.00**
Category: 520 - Commodities							
10-30-5222	Postage	3,950.00	3,947.32	3,500.00	4,812.30	4,000.00	0.00
10-30-5230	Office Expense	3,210.00	3,207.62	4,000.00	2,339.66	4,000.00	0.00
10-30-5240	Minor Tools & Equipment	375.00	368.98	0.00	0.00	0.00	0.00
10-30-5260	Apparel	0.00	0.00	1,200.00	1,056.00	1,500.00	0.00
	Category: 520 - Commodities Total:	**7,535.00**	**7,523.92**	**8,700.00**	**8,207.96**	**9,500.00**	**0.00**
Category: 530 - Contractual Services							
10-30-5405	Jail Housing	0.00	0.00	0.00	0.00	0.00	0.00
10-30-5418	Employment Testing	75.00	57.57	150.00	0.00	150.00	0.00
10-30-5440	Computer Maintenance/Suppo...	10,775.00	10,756.77	12,500.00	10,625.78	12,500.00	0.00
10-30-5445	Telephone	325.00	307.72	700.00	157.56	700.00	0.00
10-30-5448	Court Interpreter	725.00	713.35	2,000.00	1,551.35	2,000.00	0.00
10-30-5451	Prosecuting Attorney	49,314.00	72,309.00	80,000.00	59,762.50	55,000.00	0.00
10-30-5580	Warrant Fees	5,700.00	5,666.07	10,000.00	5,972.03	10,000.00	0.00
	Category: 530 - Contractual Services Total:	**66,914.00**	**89,810.48**	**105,350.00**	**78,069.22**	**80,350.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Category: 560 - Other Services							
10-30-5615	Credit Card Processing Fees	5,650.00	5,645.39	7,000.00	1,468.29	3,000.00	0.00
10-30-5622	Dues & Subscriptions	275.00	265.14	2,000.00	374.95	1,000.00	0.00
10-30-5645	Training & Travel	1,425.00	1,419.91	3,300.00	1,785.03	3,300.00	0.00
10-30-5650	Mileage	0.00	0.00	0.00	0.00	0.00	0.00
	Category: 560 - Other Services Total:	**7,350.00**	**7,330.44**	**12,300.00**	**3,628.27**	**7,300.00**	**0.00**
	Department: 30 - Municipal Court Expenditures Total:	**329,484.00**	**352,197.64**	**481,803.22**	**332,706.40**	**495,952.52**	**0.00**
Department: 40 - Development Services Expenditures							
Category: 500 - Personnel Services							
10-40-5000	Salaries	689,972.00	689,920.57	675,350.44	404,101.86	786,283.20	0.00
10-40-5002	Overtime	4,250.00	4,241.46	8,416.82	1,194.19	9,036.66	0.00
10-40-5006	Longevity	1,800.00	1,800.00	2,280.00	2,280.00	8,520.00	0.00
10-40-5010	FICA Expense	51,983.00	51,972.93	52,482.40	30,471.06	61,493.76	0.00
10-40-5030	Health Insurance	107,741.00	107,738.32	128,682.18	88,751.85	156,379.56	0.00
10-40-5031	Vision Insurance	1,165.00	1,146.22	1,064.88	704.99	1,293.60	0.00
10-40-5032	Life & LTD	5,035.00	5,030.14	3,674.16	1,591.90	4,082.40	0.00
10-40-5033	Dental	4,065.00	2,063.60	4,065.12	2,907.19	4,879.20	0.00
10-40-5034	Retirement	73,687.00	73,677.49	68,673.29	37,380.13	68,570.63	0.00
10-40-5035	Cell Phone Allowance	40.00	37.50	0.00	12.50	0.00	0.00
10-40-5038	Flex	405.00	404.52	450.00	282.00	315.00	0.00
10-40-5039	Flex Card - Health Ins	3,610.00	3,609.05	3,600.00	2,383.81	4,000.00	0.00
10-40-5040	Workers Compensation	1,228.00	1,367.10	404.42	1,205.44	1,746.74	0.00
	Category: 500 - Personnel Services Total:	**944,981.00**	**943,008.90**	**949,143.71**	**573,266.92**	**1,106,600.75**	**0.00**
Category: 520 - Commodities							
10-40-5225	Fuel	1,000.00	337.40	600.00	122.54	600.00	0.00
10-40-5230	Office Expense	5,175.00	5,155.11	6,500.00	3,027.08	6,500.00	0.00
10-40-5240	Minor Tools & Equipment	12,750.00	12,747.28	15,000.00	146.63	15,000.00	0.00
10-40-5260	Apparel	1,000.00	680.00	1,000.00	132.80	2,000.00	0.00
	Category: 520 - Commodities Total:	**19,925.00**	**18,919.79**	**23,100.00**	**3,429.05**	**24,100.00**	**0.00**
Category: 530 - Contractual Services							
10-40-5360	Plat Fees	390.00	383.00	0.00	0.00	0.00	0.00
10-40-5412	Plan Reviews	150,000.00	140,805.86	110,000.00	99,551.46	110,000.00	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
10-40-5418	Employment Testing	750.00	0.00	750.00	420.00	750.00	0.00
10-40-5439	Inspections	400,535.00	366,022.09	350,000.00	304,339.87	350,000.00	0.00
10-40-5440	Computer Maintenance/Suppo...	44,800.00	44,670.00	67,225.00	28,508.94	67,225.00	0.00
	Category: 530 - Contractual Services Total:	**596,475.00**	**551,880.95**	**527,975.00**	**432,820.27**	**527,975.00**	**0.00**
Category: 560 - Other Services							
10-40-5615	Credit Card Processing Fees	30,000.00	1,565.60	5,000.00	105.00	5,000.00	0.00
10-40-5622	Dues & Subscriptions	1,500.00	1,209.00	1,500.00	204.00	1,500.00	0.00
10-40-5638	Vehicle Maintance	0.00	0.00	2,500.00	278.33	2,500.00	0.00
10-40-5645	Training & Travel	6,000.00	5,563.01	8,000.00	916.71	8,000.00	0.00
10-40-5650	Mileage	0.00	0.00	250.00	0.00	250.00	0.00
10-40-5700	Vehicle/Equip Replacement Fe...	0.00	0.00	0.00	0.00	0.00	0.00
10-40-5800	Eng/Consulting/Planning Fees	0.00	0.00	0.00	0.00	0.00	0.00
	Category: 560 - Other Services Total:	**37,500.00**	**8,337.61**	**17,250.00**	**1,504.04**	**17,250.00**	**0.00**
	Department: 40 - Development Services Expenditures Total:	**1,598,881.00**	**1,522,147.25**	**1,517,468.71**	**1,011,020.28**	**1,675,925.75**	**0.00**
Department: 50 - Public Works Expenditures							
Category: 500 - Personnel Services							
10-50-5000	Salaries	713,505.00	667,415.61	881,407.13	646,466.48	1,004,761.49	0.00
10-50-5002	Overtime	8,950.00	8,921.01	19,933.77	3,940.79	26,195.72	0.00
10-50-5006	Longevity	2,040.00	1,980.00	2,640.00	3,000.00	25,320.00	0.00
10-50-5007	Part Time Wages	650.00	630.00	6,000.00	0.00	0.00	0.00
10-50-5010	FICA Expense	50,121.00	50,071.17	70,168.17	48,608.39	81,600.78	0.00
10-50-5030	Health Insurance	139,150.00	139,146.15	255,294.54	160,620.65	286,954.20	0.00
10-50-5031	Vision Insurance	1,656.00	1,466.67	1,893.12	1,340.96	2,199.12	0.00
10-50-5032	Life & LTD	2,596.00	2,590.13	6,531.84	2,648.49	6,940.08	0.00
10-50-5033	Dental	5,674.00	5,664.47	7,226.88	5,529.76	8,294.64	0.00
10-50-5034	Retirement	69,524.00	69,523.36	91,814.81	61,585.96	90,991.67	0.00
10-50-5035	Cell Phone Allowance	1,950.00	1,925.00	3,250.00	2,825.00	3,900.00	0.00
10-50-5036	Auto Allowance	0.00	0.00	0.00	1,000.00	6,500.00	0.00
10-50-5038	Flex	502.00	501.07	700.00	493.33	560.00	0.00
10-50-5039	Flex Card - Health Ins	4,524.00	4,509.24	6,400.00	4,217.51	6,800.00	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
10-50-5040	Workers Compensation	13,125.00	22,320.20	15,000.00	24,373.01	37,588.47	0.00
	Category: 500 - Personnel Services Total:	**1,013,967.00**	**976,664.08**	**1,368,260.26**	**966,650.33**	**1,588,606.17**	**0.00**
Category: 520 - Commodities							
10-50-5212	Safety Equipment/Supplies	6,500.00	6,457.67	7,000.00	5,212.33	7,000.00	0.00
10-50-5220	Janitorial Supplies & Cleaning	8,500.00	8,472.47	8,000.00	7,312.13	8,000.00	0.00
10-50-5225	Fuel	75,400.00	75,327.91	65,000.00	55,985.10	65,000.00	0.00
10-50-5230	Office Expense	6,450.00	6,431.81	5,000.00	3,057.66	5,000.00	0.00
10-50-5235	Street Signs	34,500.00	34,412.85	50,000.00	26,219.19	50,000.00	0.00
10-50-5240	Minor Tools & Equipment	15,375.00	14,605.74	20,000.00	12,243.31	20,000.00	0.00
10-50-5250	Road Materials	56,275.00	56,254.89	60,000.00	57,485.48	75,000.00	0.00
	Category: 520 - Commodities Total:	**203,000.00**	**201,963.34**	**215,000.00**	**167,515.20**	**230,000.00**	**0.00**
Category: 530 - Contractual Services							
10-50-5376	Sidewalk Repairs	40,500.00	40,485.37	50,000.00	44,870.97	75,000.00	0.00
10-50-5418	Employment Testing	1,000.00	980.00	600.00	560.00	600.00	0.00
10-50-5420	Electricity	3,700.00	3,683.99	4,500.00	3,352.32	4,500.00	0.00
10-50-5432	Rental Equipment	34,375.00	34,203.11	45,000.00	8,675.06	45,000.00	0.00
10-50-5436	Communications Expense	13,100.00	13,052.62	10,000.00	9,021.68	10,000.00	0.00
10-50-5437	Striping	31,550.00	31,506.73	35,000.00	14,429.43	35,000.00	0.00
10-50-5445	Telephone	625.00	612.80	0.00	612.80	0.00	0.00
10-50-5446	Uniforms	18,000.00	17,875.79	20,000.00	18,032.76	20,000.00	0.00
10-50-5455	Leased Property	2,400.00	2,400.00	1,500.00	2,400.00	1,500.00	0.00
10-50-5456	Ditch Mowing	29,000.00	28,951.51	400.00	0.00	400.00	0.00
10-50-5457	Clean up/Trash Disposal	3,500.00	3,314.99	7,500.00	108.90	7,500.00	0.00
10-50-5550	Radio Usage	3,500.00	3,444.00	5,500.00	262.36	5,500.00	0.00
10-50-5570	Drainage	44,200.00	44,102.58	60,000.00	41,430.19	60,000.00	0.00
	Category: 530 - Contractual Services Total:	**225,450.00**	**224,613.49**	**240,000.00**	**143,756.47**	**265,000.00**	**0.00**
Category: 560 - Other Services							
10-50-5618	Job Recruiting	0.00	0.00	0.00	140.00	0.00	0.00
10-50-5635	Building Repair/Maintenance	31,400.00	31,376.96	30,000.00	30,679.64	45,000.00	0.00
10-50-5638	Vehicle Repair/Maintenance	56,500.00	56,452.75	50,000.00	37,012.29	50,000.00	0.00
10-50-5640	Street Repairs	141,250.00	141,203.54	106,220.96	88,681.64	116,220.96	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
10-50-5645	Training & Travel	8,575.00	8,561.64	8,000.00	8,628.04	8,000.00	0.00
10-50-5700	Vehicle/Equip Replacement Fe...	0.00	0.00	0.00	0.00	0.00	0.00
	Category: 560 - Other Services Total:	**237,725.00**	**237,594.89**	**194,220.96**	**165,141.61**	**219,220.96**	**0.00**
Category: 600 - Capital Outlays							
10-50-6020	Capital Outlay - Equipment	0.00	0.00	146,100.00	146,082.00	0.00	0.00
10-50-6030	Capital Outlay - Vehicle	0.00	0.00	0.00	0.00	0.00	0.00
10-50-6035	Capital Outlay - Street Reconst...	376,625.00	376,602.27	592,279.04	134,280.12	291,789.00	0.00
	Category: 600 - Capital Outlays Total:	**376,625.00**	**376,602.27**	**738,379.04**	**280,362.12**	**291,789.00**	**0.00**
	Department: 50 - Public Works Expenditures Total:	**2,056,767.00**	**2,017,438.07**	**2,755,860.26**	**1,723,425.73**	**2,594,616.13**	**0.00**
Department: 70 - Fire Marshal							
Category: 500 - Personnel Services							
10-70-5000	Salaries	134,148.00	99,429.01	290,440.00	169,542.65	295,050.61	0.00
10-70-5002	Overtime	500.00	0.00	6,916.50	0.00	6,930.00	0.00
10-70-5006	Longevity	0.00	0.00	60.00	60.00	120.00	0.00
10-70-5010	FICA Expense	12,251.00	7,627.89	22,802.09	12,446.58	23,359.32	0.00
10-70-5030	Health Insurance	22,054.00	11,168.28	47,148.36	20,272.20	45,940.92	0.00
10-70-5031	Vision Insurance	237.00	118.33	354.96	199.66	388.08	0.00
10-70-5032	Life & LTD	681.00	387.41	1,224.72	617.62	1,224.72	0.00
10-70-5033	Dental	903.00	452.44	1,355.04	823.36	1,463.76	0.00
10-70-5034	Retirement	16,451.00	10,237.92	29,836.46	15,627.91	26,047.58	0.00
10-70-5035	Cell Phone Allowance	1,200.00	649.04	650.00	1,737.50	3,250.00	0.00
10-70-5038	Flex	89.00	44.57	150.00	80.04	105.00	0.00
10-70-5039	Flex Card - Health Ins	800.00	400.09	1,200.00	141.69	1,200.00	0.00
10-70-5040	Workers Compensation	4,396.00	2,725.03	5,000.00	7,249.80	9,742.52	0.00
	Category: 500 - Personnel Services Total:	**193,710.00**	**133,240.01**	**407,138.13**	**228,799.01**	**414,822.51**	**0.00**
Category: 520 - Commodities							
10-70-5217	Public Education & Materials	500.00	0.00	500.00	0.00	1,500.00	0.00
10-70-5222	Postage	200.00	26.88	200.00	71.76	500.00	0.00
10-70-5225	Fuel	6,000.00	2,013.16	6,000.00	2,410.40	12,000.00	0.00
10-70-5230	Office Expense	1,500.00	303.40	1,500.00	551.55	3,000.00	0.00
10-70-5240	Minor Tools & Equipment	12,925.00	12,912.78	7,500.00	4,286.95	8,000.00	0.00
	Category: 520 - Commodities Total:	**21,125.00**	**15,256.22**	**15,700.00**	**7,320.66**	**25,000.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Category: 530 - Contractual Services							
10-70-5364	Records & Storage	0.00	0.00	0.00	0.00	1,500.00	0.00
10-70-5370	Radio Repairs	0.00	0.00	0.00	0.00	1,500.00	0.00
10-70-5418	Employment Testing	300.00	280.00	150.00	0.00	300.00	0.00
10-70-5432	Rental Equipment	0.00	0.00	0.00	0.00	0.00	0.00
10-70-5440	Computer Maintenance/Suppo...	13,050.00	13,034.55	15,000.00	9,593.61	7,500.00	0.00
10-70-5445	Telephone	6,575.00	6,569.34	7,800.00	3,518.88	7,800.00	0.00
10-70-5446	Uniforms	2,000.00	1,423.00	2,000.00	2,200.30	10,000.00	0.00
10-70-5452	Code Enforcement/Abatement	0.00	0.00	0.00	0.00	0.00	0.00
10-70-5550	Radio Usage	3,250.00	2,952.00	3,250.00	149.92	3,250.00	0.00
	Category: 530 - Contractual Services Total:	**25,175.00**	**24,258.89**	**28,200.00**	**15,462.71**	**31,850.00**	**0.00**
Category: 560 - Other Services							
10-70-5622	Dues & Subscriptions	3,150.00	286.61	3,150.00	1,472.77	4,000.00	0.00
10-70-5638	Vehicle Repair/Maintenance	3,000.00	1,492.71	4,500.00	1,644.39	5,000.00	0.00
10-70-5645	Training & Travel	4,000.00	3,361.45	4,000.00	1,443.48	12,000.00	0.00
10-70-5659	Firearms/Taxer/Ammo	0.00	0.00	0.00	0.00	4,000.00	0.00
10-70-5660	Investigative Expense	1,000.00	0.00	1,000.00	0.00	3,000.00	0.00
10-70-5700	Vehicle/Equip Replacement Fe...	13,100.00	13,075.23	0.00	0.00	0.00	0.00
	Category: 560 - Other Services Total:	**24,250.00**	**18,216.00**	**12,650.00**	**4,560.64**	**28,000.00**	**0.00**
	Department: 70 - Fire Marshal Total:	**264,260.00**	**190,971.12**	**463,688.13**	**256,143.02**	**499,672.51**	**0.00**
Department: 71 - Emergency Management Expenditures							
Category: 520 - Commodities							
10-71-5240	Minor Tools & Equipment	20,000.00	1,975.00	20,000.00	4,700.47	1,600.00	0.00
	Category: 520 - Commodities Total:	**20,000.00**	**1,975.00**	**20,000.00**	**4,700.47**	**1,600.00**	**0.00**
Category: 530 - Contractual Services							
10-71-5370	Radio Repairs	0.00	0.00	0.00	0.00	20,000.00	0.00
10-71-5550	Radio Repairs	0.00	0.00	0.00	0.00	1,000.00	0.00
	Category: 530 - Contractual Services Total:	**0.00**	**0.00**	**0.00**	**0.00**	**21,000.00**	**0.00**
Category: 560 - Other Services							
10-71-5645	Training & Travel	2,500.00	0.00	2,500.00	0.00	2,500.00	0.00
10-71-5748	Emergency Notification	5,000.00	4,620.84	12,000.00	0.00	12,000.00	0.00
10-71-5800	Professional Services	0.00	0.00	0.00	0.00	0.00	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
10-71-7608	Disaster - General Expenses	500,000.00	63,229.20	100,000.00	0.00	100,000.00	0.00
	Category: 560 - Other Services Total:	**507,500.00**	**67,850.04**	**114,500.00**	**0.00**	**114,500.00**	**0.00**
	Department: 71 - Emergency Management Expenditures Total:	**527,500.00**	**69,825.04**	**134,500.00**	**4,700.47**	**137,100.00**	**0.00**
Department: 80 - Code Enforcement							
Category: 500 - Personnel Services							
10-80-5000	Salaries	111,787.00	111,759.75	114,889.92	104,687.84	125,732.88	0.00
10-80-5002	Overtime	3,500.00	2,014.54	4,308.37	814.83	4,714.98	0.00
10-80-5006	Longevity	0.00	0.00	120.00	60.00	120.00	0.00
10-80-5010	FICA Expense	8,751.00	8,746.50	9,277.02	7,941.76	10,087.89	0.00
10-80-5030	Health Insurance	22,429.00	22,405.00	24,240.00	14,064.20	23,435.04	0.00
10-80-5031	Vision Insurance	247.00	241.57	236.64	138.04	258.72	0.00
10-80-5032	Life & LTD	497.00	461.42	816.48	290.35	816.48	0.00
10-80-5033	Dental Insurance	928.00	923.69	903.36	569.24	975.84	0.00
10-80-5034	Retirement	11,742.00	11,717.69	12,138.96	9,514.89	11,248.84	0.00
10-80-5035	Cell Phone Allowance	1,200.00	625.00	1,950.00	825.00	1,300.00	0.00
10-80-5038	Flex	114.00	90.73	100.00	53.32	70.00	0.00
10-80-5039	Flex Card - Health Ins	825.00	816.83	800.00	333.40	800.00	0.00
10-80-5040	Workers Compensation	449.00	442.32	650.00	426.45	608.04	0.00
	Category: 500 - Personnel Services Total:	**162,469.00**	**160,245.04**	**170,430.75**	**139,719.32**	**180,168.71**	**0.00**
Category: 520 - Commodities							
10-80-5222	Postage	750.00	327.39	750.00	193.64	750.00	0.00
10-80-5225	Fuel	8,000.00	2,081.45	5,000.00	2,377.51	7,500.00	0.00
10-80-5230	Office Expense	3,000.00	2,293.38	3,000.00	330.38	3,000.00	0.00
10-80-5240	Minor Tools & Equipment	6,000.00	2,178.29	16,500.00	12,826.19	16,500.00	0.00
	Category: 520 - Commodities Total:	**17,750.00**	**6,880.51**	**25,250.00**	**15,727.72**	**27,750.00**	**0.00**
Category: 530 - Contractual Services							
10-80-5370	Radio Repairs	0.00	0.00	0.00	0.00	1,500.00	0.00
10-80-5418	Employment Testing	200.00	0.00	200.00	0.00	200.00	0.00
10-80-5440	Computer Maintenance/Suppo...	5,000.00	2,795.00	5,000.00	2,374.00	5,000.00	0.00
10-80-5445	Telephone	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00
10-80-5446	Uniforms	2,500.00	316.00	2,500.00	1,363.00	2,500.00	0.00
10-80-5452	Abatement - CE	45,915.00	0.00	39,500.00	0.00	39,500.00	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
10-80-5550	Radio Usage	3,100.00	984.00	3,100.00	74.96	3,100.00	0.00
	Category: 530 - Contractual Services Total:	**61,715.00**	**4,095.00**	**55,300.00**	**3,811.96**	**56,800.00**	**0.00**
Category: 560 - Other Services							
10-80-5622	Dues & Subscriptions	1,000.00	75.00	1,000.00	175.00	1,000.00	0.00
10-80-5638	Vehicle Repair/Maintenance	3,500.00	415.14	3,500.00	4,864.10	3,500.00	0.00
10-80-5645	Training & Travel	4,000.00	2,050.27	4,000.00	325.00	2,500.00	0.00
	Category: 560 - Other Services Total:	**8,500.00**	**2,540.41**	**8,500.00**	**5,364.10**	**7,000.00**	**0.00**
	Department: 80 - Code Enforcement Total:	**250,434.00**	**173,760.96**	**259,480.75**	**164,623.10**	**271,718.71**	**0.00**
Department: 85 - Animal Control							
Category: 500 - Personnel Services							
10-85-5000	Salaries	0.00	0.00	0.00	0.00	96,096.00	0.00
10-85-5002	Overtime	0.00	0.00	0.00	0.00	3,603.60	0.00
10-85-5006	Longevity	0.00	0.00	0.00	0.00	7,500.00	0.00
10-85-5010	FICA Expense	0.00	0.00	0.00	0.00	8,200.77	0.00
10-85-5030	Health Insurance	0.00	0.00	0.00	0.00	28,829.22	0.00
10-85-5031	Vision Insurance	0.00	0.00	0.00	0.00	258.72	0.00
10-85-5032	Life & LTD	0.00	0.00	0.00	0.00	816.48	0.00
10-85-5033	Dental	0.00	0.00	0.00	0.00	975.84	0.00
10-85-5034	Retirement	0.00	0.00	0.00	0.00	9,144.54	0.00
10-85-5038	Flex	0.00	0.00	0.00	0.00	35.00	0.00
10-85-5039	Flex Card - Health Ins	0.00	0.00	0.00	0.00	800.00	0.00
10-85-5040	Workers Compensation	0.00	0.00	0.00	0.00	3,028.28	0.00
	Category: 500 - Personnel Services Total:	**0.00**	**0.00**	**0.00**	**0.00**	**159,288.45**	**0.00**
Category: 520 - Commodities							
10-85-5210	Supplies	0.00	0.00	0.00	0.00	1,000.00	0.00
10-85-5222	Postage	0.00	0.00	0.00	0.00	250.00	0.00
10-85-5225	Fuel	0.00	0.00	0.00	0.00	8,500.00	0.00
10-85-5230	Office Expense	0.00	0.00	0.00	0.00	500.00	0.00
10-85-5240	Minor Tools & Equipment	0.00	0.00	0.00	0.00	22,000.00	0.00
	Category: 520 - Commodities Total:	**0.00**	**0.00**	**0.00**	**0.00**	**32,250.00**	**0.00**
Category: 530 - Contractual Services							
10-85-5370	Radio Repairs	0.00	0.00	0.00	0.00	1,000.00	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
10-85-5436	Communications Expense	0.00	0.00	0.00	0.00	1,000.00	0.00
10-85-5440	Computer Maintenance/Suppo...	0.00	0.00	0.00	0.00	1,000.00	0.00
10-85-5445	Telephone	0.00	0.00	0.00	0.00	500.00	0.00
10-85-5446	Uniforms	0.00	0.00	0.00	0.00	1,500.00	0.00
10-85-5458	Maintenance Agreements	0.00	0.00	0.00	0.00	25,000.00	0.00
10-85-5473	Animal Control Expnse	0.00	0.00	0.00	0.00	1,500.00	0.00
10-85-5550	Radio Usage	0.00	0.00	0.00	0.00	600.00	0.00
	Category: 530 - Contractual Services Total:	**0.00**	**0.00**	**0.00**	**0.00**	**32,100.00**	**0.00**
Category: 560 - Other Services							
10-85-5618	Job Recruiting	0.00	0.00	0.00	0.00	500.00	0.00
10-85-5622	Dues & Subscriptions	0.00	0.00	0.00	0.00	500.00	0.00
10-85-5638	Vehicle Repair/Maintenance	0.00	0.00	0.00	0.00	5,000.00	0.00
10-85-5645	Training & Travel	0.00	0.00	0.00	0.00	1,500.00	0.00
	Category: 560 - Other Services Total:	**0.00**	**0.00**	**0.00**	**0.00**	**7,500.00**	**0.00**
Category: 600 - Capital Outlays							
10-85-6030	Capital Outlay - Vehicles	0.00	0.00	0.00	0.00	76,800.00	0.00
	Category: 600 - Capital Outlays Total:	**0.00**	**0.00**	**0.00**	**0.00**	**76,800.00**	**0.00**
	Department: 85 - Animal Control Total:	**0.00**	**0.00**	**0.00**	**0.00**	**307,938.45**	**0.00**
Department: 90 - Police Expenditures							
Category: 500 - Personnel Services							
10-90-5000	Salaries	2,701,191.00	2,700,374.62	3,343,403.17	2,220,209.24	3,385,904.12	0.00
10-90-5002	Overtime	55,500.00	55,481.44	105,441.96	104,923.01	114,379.08	0.00
10-90-5006	Longevity	7,200.00	6,780.00	8,460.00	8,100.00	17,460.00	0.00
10-90-5009	Certification	17,400.00	12,475.00	37,180.00	16,637.50	22,750.00	0.00
10-90-5010	FICA Expense	221,061.00	207,109.47	267,999.42	176,039.27	270,899.14	0.00
10-90-5030	Health Insurance	454,114.00	445,597.77	713,041.44	464,091.87	754,004.11	0.00
10-90-5031	Vision Insurance	5,206.00	4,747.59	5,679.36	3,801.90	6,079.92	0.00
10-90-5032	Life & LTD	12,505.00	9,570.15	19,595.52	8,093.48	19,187.28	0.00
10-90-5033	Dental	19,874.00	18,317.85	21,680.64	15,694.76	22,932.24	0.00
10-90-5034	Retirement	296,844.00	284,054.11	350,676.34	210,720.48	302,074.99	0.00
10-90-5035	Cell Phone Allowance	1,500.00	1,481.25	975.00	0.00	650.00	0.00
10-90-5038	Flex	1,954.00	1,653.92	2,500.00	1,383.52	1,610.00	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
10-90-5039	Flex Card - Health Ins	17,598.00	14,636.27	19,200.00	10,743.81	18,800.00	0.00
10-90-5040	Workers Compensation	55,803.00	57,713.49	60,000.00	65,504.77	85,443.06	0.00
	Category: 500 - Personnel Services Total:	**3,867,750.00**	**3,819,992.93**	**4,955,832.85**	**3,305,943.61**	**5,022,173.94**	**0.00**
Category: 520 - Commodities							
10-90-5210	Supplies	4,100.00	4,083.83	3,500.00	4,665.98	3,500.00	0.00
10-90-5211	Supplies - Crime Prevention	1,125.00	1,111.07	1,000.00	564.48	5,000.00	0.00
10-90-5220	Janitorial Supplies & Cleaning	5,000.00	3,445.03	5,000.00	2,885.27	5,000.00	0.00
10-90-5222	Postage	1,500.00	1,113.18	1,500.00	1,143.82	1,500.00	0.00
10-90-5225	Fuel	122,600.00	122,590.81	80,000.00	88,220.97	80,000.00	0.00
10-90-5230	Office Expense	6,175.00	6,168.27	5,500.00	2,296.56	5,500.00	0.00
10-90-5240	Minor Tools & Equipment	75,150.00	75,141.84	175,000.00	126,026.11	252,100.00	0.00
	Category: 520 - Commodities Total:	**215,650.00**	**213,654.03**	**271,500.00**	**225,803.19**	**352,600.00**	**0.00**
Category: 530 - Contractual Services							
10-90-5364	Records & Evidence Storage	5,000.00	1,034.34	5,000.00	619.46	5,000.00	0.00
10-90-5370	Radio Repairs	5,475.00	5,452.06	5,000.00	2,340.51	5,000.00	0.00
10-90-5380	Building Repair & Maintenance	10,000.00	5,755.91	10,000.00	3,289.31	10,000.00	0.00
10-90-5418	Employment Testing	2,260.00	2,260.00	2,000.00	1,275.00	2,000.00	0.00
10-90-5420	Electricity	7,600.00	7,581.67	8,000.00	5,445.19	8,000.00	0.00
10-90-5430	Gas Utilities	450.00	430.29	450.00	288.97	450.00	0.00
10-90-5436	Communications Expense	19,475.00	19,452.75	28,000.00	12,963.43	28,000.00	0.00
10-90-5440	Computer Maintenance/Suppo...	2,600.00	2,577.40	1,000.00	271.30	1,000.00	0.00
10-90-5445	Telephone	38,275.00	38,258.78	45,000.00	14,729.40	45,000.00	0.00
10-90-5446	Uniforms	13,580.00	13,578.40	13,000.00	13,594.02	13,000.00	0.00
10-90-5458	Maintenance Agreements	138,875.00	138,873.01	275,000.00	273,554.81	275,000.00	0.00
10-90-5473	Animal Control Expense	250.00	0.00	250.00	1,338.78	250.00	0.00
10-90-5550	Radio Usage	30,000.00	26,544.00	30,000.00	0.00	30,000.00	0.00
	Category: 530 - Contractual Services Total:	**273,840.00**	**261,798.61**	**422,700.00**	**329,710.18**	**422,700.00**	**0.00**
Category: 560 - Other Services							
10-90-5618	Job Recruiting	750.00	600.00	750.00	830.00	750.00	0.00
10-90-5622	Dues & Subscriptions	1,300.00	1,284.09	1,250.00	1,051.84	1,250.00	0.00
10-90-5638	Vehicle Repair/Maintenance	62,550.00	62,530.53	55,000.00	71,658.23	55,000.00	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
10-90-5645	Training & Travel	15,000.00	14,007.06	35,000.00	10,413.46	35,000.00	0.00
10-90-5646	Training - LEOS Eligible	2,100.00	2,080.00	6,064.89	8,510.00	6,064.89	0.00
10-90-5659	Firearms/Taser	9,475.00	9,455.50	8,000.00	6,792.91	12,000.00	0.00
10-90-5660	Investigative Expense	5,450.00	5,439.46	6,000.00	597.00	6,000.00	0.00
10-90-5685	Jail Operations	250.00	0.00	250.00	0.00	250.00	0.00
10-90-5700	Vehicle/Equip Replacement Fe...	0.00	0.00	0.00	0.00	0.00	0.00
	Category: 560 - Other Services Total:	**96,875.00**	**95,396.64**	**112,314.89**	**99,853.44**	**116,314.89**	**0.00**
Category: 600 - Capital Outlays							
10-90-6020	Capital Outlay - Equipment	20,000.00	18,173.30	20,000.00	19,010.80	0.00	0.00
10-90-6030	Capital Outlay - Vehicle	0.00	0.00	240,000.00	148,574.12	43,126.54	0.00
10-90-6080	Capital Outlay - Building	0.00	0.00	0.00	0.00	0.00	0.00
	Category: 600 - Capital Outlays Total:	**20,000.00**	**18,173.30**	**260,000.00**	**167,584.92**	**43,126.54**	**0.00**
	Department: 90 - Police Expenditures Total:	**4,474,115.00**	**4,409,015.51**	**6,022,347.74**	**4,128,895.34**	**5,956,915.37**	**0.00**
Department: 95 - Transfer-Out Expenditures							
Category: 850 - Transfer-Out							
10-95-8581	Transfer to TIRZ #3	40,000.00	0.00	0.00	0.00	0.00	0.00
10-95-8582	Transfer To - Capital Projects	450,000.00	450,000.00	512,500.00	512,500.00	0.00	0.00
10-95-8591	Transfer To - Veh/Equip Replace	200,000.00	200,000.00	0.00	0.00	0.00	0.00
10-95-8592	Transfer To - Parks	0.00	0.00	100,000.00	100,000.00	0.00	0.00
	Category: 850 - Transfer-Out Total:	**690,000.00**	**650,000.00**	**612,500.00**	**612,500.00**	**0.00**	**0.00**
	Department: 95 - Transfer-Out Expenditures Total:	**690,000.00**	**650,000.00**	**612,500.00**	**612,500.00**	**0.00**	**0.00**
	Expense Total:	**14,120,946.00**	**13,060,238.92**	**16,025,098.92**	**11,076,793.97**	**15,692,443.01**	**0.00**
	Fund: 10 - General Fund Surplus (Deficit):	**0.00**	**886,719.44**	**0.00**	**3,724,137.65**	**0.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 12 - Vehicle/Equipment Replacement Fund							
Revenue							
Department: 07 - Other Source Revenues							
Category: 430 - Other Source							
12-07-4740	Vehicle/Equipment Replaceme...	0.00	0.00	0.00	0.00	0.00	0.00
12-07-4800	Insurance & Other Reimburse...	0.00	0.00	0.00	12,547.85	0.00	0.00
	Category: 430 - Other Source Total:	**0.00**	**0.00**	**0.00**	**12,547.85**	**0.00**	**0.00**
	Department: 07 - Other Source Revenues Total:	**0.00**	**0.00**	**0.00**	**12,547.85**	**0.00**	**0.00**
Department: 09 - Transfer-In Revenues							
Category: 495 - Transfer-In							
12-09-4950	Transfer In - Gen Fund	200,000.00	200,000.00	0.00	0.00	0.00	0.00
12-09-4951	Transfer In - Utility Fund	80,000.00	80,000.00	0.00	0.00	80,000.00	0.00
12-09-4999	Transfer In - Fund Balance	0.00	0.00	280,000.00	280,000.00	200,000.00	0.00
	Category: 495 - Transfer-In Total:	**280,000.00**	**280,000.00**	**280,000.00**	**280,000.00**	**280,000.00**	**0.00**
	Department: 09 - Transfer-In Revenues Total:	**280,000.00**	**280,000.00**	**280,000.00**	**280,000.00**	**280,000.00**	**0.00**
	Revenue Total:	**280,000.00**	**280,000.00**	**280,000.00**	**292,547.85**	**280,000.00**	**0.00**
Expense							
Department: 10 - Administration Expenditure							
Category: 560 - Other Services							
12-10-6370	Depreciation Expense	0.00	147,757.00	0.00	0.00	150,000.00	0.00
	Category: 560 - Other Services Total:	**0.00**	**147,757.00**	**0.00**	**0.00**	**150,000.00**	**0.00**
	Department: 10 - Administration Expenditure Total:	**0.00**	**147,757.00**	**0.00**	**0.00**	**150,000.00**	**0.00**
Department: 91 - Projects Revenue							
Category: 600 - Capital Outlays							
12-91-6030	Capital Outlay - Vehicle	280,000.00	0.00	280,000.00	97,986.50	130,000.00	0.00
	Category: 600 - Capital Outlays Total:	**280,000.00**	**0.00**	**280,000.00**	**97,986.50**	**130,000.00**	**0.00**
	Department: 91 - Projects Revenue Total:	**280,000.00**	**0.00**	**280,000.00**	**97,986.50**	**130,000.00**	**0.00**
	Expense Total:	**280,000.00**	**147,757.00**	**280,000.00**	**97,986.50**	**280,000.00**	**0.00**
	Fund: 12 - Vehicle/Equipment Replacement Fund Surplus (Deficit):	**0.00**	**132,243.00**	**0.00**	**194,561.35**	**0.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 30 - Debt Service Fund							
Revenue							
Department: 01 - Ad Valorem Tax Revenues							
Category: 400 - Ad Valorem Tax							
30-01-4000	Current Ad Valorem Tax Rev.	2,995,000.00	2,922,694.35	3,785,248.00	4,006,420.83	4,160,244.07	0.00
30-01-4010	Delinquent Ad Valorem Tax Re...	30,000.00	65,730.48	30,000.00	16,153.10	30,000.00	0.00
30-01-4011	P&I on Ad Valorem Taxes	10,000.00	13,301.40	10,000.00	32,764.45	15,000.00	0.00
	Category: 400 - Ad Valorem Tax Total:	**3,035,000.00**	**3,001,726.23**	**3,825,248.00**	**4,055,338.38**	**4,205,244.07**	**0.00**
	Department: 01 - Ad Valorem Tax Revenues Total:	**3,035,000.00**	**3,001,726.23**	**3,825,248.00**	**4,055,338.38**	**4,205,244.07**	**0.00**
Department: 06 - Interest Revenues							
Category: 460 - Interest							
30-06-4600	Interest Income	7,500.00	49,373.44	7,500.00	47,605.23	50,000.00	0.00
	Category: 460 - Interest Total:	**7,500.00**	**49,373.44**	**7,500.00**	**47,605.23**	**50,000.00**	**0.00**
	Department: 06 - Interest Revenues Total:	**7,500.00**	**49,373.44**	**7,500.00**	**47,605.23**	**50,000.00**	**0.00**
Department: 07 - Other Source Revenues							
Category: 430 - Other Source							
30-07-4811	Other Income	0.00	0.00	0.00	0.00	0.00	0.00
	Category: 430 - Other Source Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Department: 07 - Other Source Revenues Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Department: 09 - Transfer-In Revenues							
Category: 495 - Transfer-In							
30-09-4954	Transfer From - Capital Projects...	0.00	0.00	0.00	0.00	229,000.00	0.00
30-09-4999	Transfer In Fund Balance	0.00	0.00	0.00	0.00	687,674.97	0.00
	Category: 495 - Transfer-In Total:	**0.00**	**0.00**	**0.00**	**0.00**	**916,674.97**	**0.00**
	Department: 09 - Transfer-In Revenues Total:	**0.00**	**0.00**	**0.00**	**0.00**	**916,674.97**	**0.00**
	Revenue Total:	**3,042,500.00**	**3,051,099.67**	**3,832,748.00**	**4,102,943.61**	**5,171,919.04**	**0.00**
Expense							
Department: 91 - Projects Revenue							
Category: 650 - Other Sources (Uses)							
30-91-7001	Bond Principal	2,038,055.00	2,050,000.00	1,830,000.00	1,055,000.00	1,890,000.00	0.00
30-91-7100	Interest Expense	1,001,295.00	1,000,554.84	1,999,748.00	1,008,263.77	4,269,919.04	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
30-91-7102	Fiscal Agents Fee	3,150.00	2,650.00	3,000.00	6,150.00	12,000.00	0.00
	Category: 650 - Other Sources (Uses) Total:	**3,042,500.00**	**3,053,204.84**	**3,832,748.00**	**2,069,413.77**	**6,171,919.04**	**0.00**
	Department: 91 - Projects Revenue Total:	**3,042,500.00**	**3,053,204.84**	**3,832,748.00**	**2,069,413.77**	**6,171,919.04**	**0.00**
	Expense Total:	**3,042,500.00**	**3,053,204.84**	**3,832,748.00**	**2,069,413.77**	**6,171,919.04**	**0.00**
	Fund: 30 - Debt Service Fund Surplus (Deficit):	**0.00**	**-2,105.17**	**0.00**	**2,033,529.84**	**-1,000,000.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 40 - Utilities Fund							
Revenue							
Department: 07 - Other Source Revenues							
Category: 430 - Other Source							
40-07-4811	Other Income	7,500.00	256,820.95	0.00	3,407.36	400,000.00	0.00
	Category: 430 - Other Source Total:	**7,500.00**	**256,820.95**	**0.00**	**3,407.36**	**400,000.00**	**0.00**
	Department: 07 - Other Source Revenues Total:	**7,500.00**	**256,820.95**	**0.00**	**3,407.36**	**400,000.00**	**0.00**
Department: 08 - Utility Revenues							
Category: 430 - Other Source							
40-08-4971	Contributed Capital	270,000.00	1,500,348.48	0.00	0.00	0.00	0.00
	Category: 430 - Other Source Total:	**270,000.00**	**1,500,348.48**	**0.00**	**0.00**	**0.00**	**0.00**
Category: 450 - Other Source							
40-08-4301	Water Revenue	713,761.00	1,061,150.94	1,002,244.58	880,796.02	1,065,019.79	0.00
40-08-4302	Wastewater Revenue	670,000.00	633,952.12	955,948.97	748,406.33	1,016,173.76	0.00
40-08-4311	Water Meters	80,000.00	26,053.00	80,000.00	49,362.00	80,000.00	0.00
40-08-4320	Set-Up Fee	14,000.00	5,946.38	14,000.00	5,162.83	14,000.00	0.00
40-08-4321	Tap Connection Fees	7,500.00	5,800.00	7,500.00	155,100.00	7,500.00	0.00
40-08-4390	Late Penalty Fees	10,000.00	21,888.49	10,000.00	20,983.64	15,000.00	0.00
	Category: 450 - Other Source Total:	**1,495,261.00**	**1,754,790.93**	**2,069,693.55**	**1,859,810.82**	**2,197,693.55**	**0.00**
	Department: 08 - Utility Revenues Total:	**1,765,261.00**	**3,255,139.41**	**2,069,693.55**	**1,859,810.82**	**2,197,693.55**	**0.00**
Department: 09 - Transfer-In Revenues							
Category: 495 - Transfer-In							
40-09-4950	Transfer In - General Fund	0.00	0.00	0.00	0.00	0.00	0.00
40-09-4999	Transfer In - Fund Balance	0.00	0.00	30,000.00	30,000.00	30,000.00	0.00
	Category: 495 - Transfer-In Total:	**0.00**	**0.00**	**30,000.00**	**30,000.00**	**30,000.00**	**0.00**
	Department: 09 - Transfer-In Revenues Total:	**0.00**	**0.00**	**30,000.00**	**30,000.00**	**30,000.00**	**0.00**
	Revenue Total:	**1,772,761.00**	**3,511,960.36**	**2,099,693.55**	**1,893,218.18**	**2,627,693.55**	**0.00**
Expense							
Department: 10 - Administration Expenditure							
Category: 500 - Personnel Services							
40-10-5000	Salaries	367,950.00	367,894.38	494,744.33	265,944.85	494,744.33	0.00
40-10-5002	Overtime	10,050.00	10,042.90	15,557.55	5,981.72	15,557.55	0.00
40-10-5006	Longevity	420.00	360.00	660.00	480.00	660.00	0.00
40-10-5010	FICA Expense	30,292.00	28,859.68	39,106.29	20,829.00	39,106.29	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
40-10-5030	Health Insurance	88,214.00	81,049.34	139,422.54	62,588.81	139,422.54	0.00
40-10-5031	Vision Insurance	947.00	857.82	1,183.20	616.25	1,183.20	0.00
40-10-5032	Life & LTD	1,769.00	1,415.61	4,082.40	1,004.74	4,082.40	0.00
40-10-5033	Dental	3,613.00	3,279.21	4,516.80	2,541.25	4,516.80	0.00
40-10-5034	Retirement	40,676.00	38,777.78	51,170.44	22,240.60	51,170.44	0.00
40-10-5035	Cell Phone Allowance	700.00	687.50	650.00	675.00	650.00	0.00
40-10-5038	Flex	355.00	265.72	400.00	136.26	400.00	0.00
40-10-5039	Flex Card - Health Ins	3,200.00	2,392.15	4,000.00	1,175.23	4,000.00	0.00
40-10-5040	Workers Compensation	8,125.00	7,717.85	8,800.00	9,294.31	8,800.00	0.00
40-10-5041	Pension Expense	0.00	21,481.00	0.00	0.00	0.00	0.00
	Category: 500 - Personnel Services Total:	**556,311.00**	**565,080.94**	**764,293.55**	**393,508.02**	**764,293.55**	**0.00**
Category: 520 - Commodities							
40-10-5222	Postage	4,925.00	4,903.68	3,700.00	5,982.91	3,700.00	0.00
40-10-5225	Fuel	6,000.00	0.00	25,000.00	0.00	0.00	0.00
40-10-5230	Office Expense	2,500.00	1,767.61	2,500.00	2,566.85	2,500.00	0.00
40-10-5240	Minor Tools & Equipment	10,890.00	10,882.59	15,000.00	4,397.56	15,000.00	0.00
	Category: 520 - Commodities Total:	**24,315.00**	**17,553.88**	**46,200.00**	**12,947.32**	**21,200.00**	**0.00**
Category: 530 - Contractual Services							
40-10-5200	OPEB Expense	0.00	7,496.00	0.00	0.00	0.00	0.00
40-10-5300	Equipment Rental	0.00	0.00	0.00	0.00	0.00	0.00
40-10-5380	Building Repair & Maintenance	1,000.00	430.00	1,000.00	38.29	1,000.00	0.00
40-10-5418	Employment Testing	750.00	0.00	750.00	280.00	750.00	0.00
40-10-5430	Gas Utilities	750.00	525.21	750.00	303.77	750.00	0.00
40-10-5432	Rental Equipment	5,000.00	0.00	0.00	0.00	0.00	0.00
40-10-5440	Computer Maintenance/Suppo...	10,000.00	8,828.64	10,000.00	12,682.80	15,000.00	0.00
40-10-5445	Telephone	6,850.00	6,837.94	7,000.00	3,815.42	7,000.00	0.00
40-10-5446	Uniforms	12,500.00	10,877.17	12,500.00	11,657.53	12,500.00	0.00
40-10-5550	Radio Usage	1,600.00	984.00	1,600.00	0.00	1,600.00	0.00
	Category: 530 - Contractual Services Total:	**38,450.00**	**35,978.96**	**33,600.00**	**28,777.81**	**38,600.00**	**0.00**
Category: 560 - Other Services							
40-10-5615	Credit Card Processing Fees	35,400.00	35,391.70	35,000.00	46,754.84	55,000.00	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
40-10-5638	Vehicle Repair/Maintenance	12,500.00	12,427.15	14,000.00	14,931.02	14,000.00	0.00
40-10-5645	Training & Travel	14,285.00	8,104.45	20,000.00	13,024.31	20,000.00	0.00
40-10-5655	Other Expenses	0.00	0.00	0.00	4,600.00	0.00	0.00
40-10-5700	Vehicle/Equip Replacement Fe...	0.00	0.00	0.00	0.00	0.00	0.00
40-10-5800	Eng/Consulting/Planning Fees	5,000.00	0.00	5,000.00	0.00	5,000.00	0.00
	Category: 560 - Other Services Total:	**67,185.00**	**55,923.30**	**74,000.00**	**79,310.17**	**94,000.00**	**0.00**
	Department: 10 - Administration Expenditure Total:	**686,261.00**	**674,537.08**	**918,093.55**	**514,543.32**	**918,093.55**	**0.00**
Department: 54 - Water Expenditures							
Category: 520 - Commodities							
40-54-5204	Chemicals	18,000.00	42,444.49	50,000.00	23,389.76	50,000.00	0.00
40-54-5225	Fuel	0.00	0.00	0.00	0.00	0.00	0.00
40-54-5240	Minor Tools & Equipment	4,500.00	4,486.85	30,000.00	4,870.37	30,000.00	0.00
40-54-5245	Fire Hydrants	6,000.00	25,499.00	50,000.00	13,304.32	50,000.00	0.00
	Category: 520 - Commodities Total:	**28,500.00**	**72,430.34**	**130,000.00**	**41,564.45**	**130,000.00**	**0.00**
Category: 530 - Contractual Services							
40-54-5310	New Meter Purchase	81,075.00	81,068.04	75,000.00	76,522.17	75,000.00	0.00
40-54-5420	Electricity	35,000.00	71,714.38	75,000.00	48,100.56	75,000.00	0.00
40-54-5440	Computer Maintenance/Suppo...	0.00	0.00	0.00	0.00	0.00	0.00
40-54-5445	Telephone	200.00	185.22	500.00	301.52	500.00	0.00
40-54-5446	Uniforms	85.00	82.02	100.00	0.00	100.00	0.00
40-54-5499	Laboratory Expenses	15,490.00	15,486.57	24,000.00	9,322.00	24,000.00	0.00
	Category: 530 - Contractual Services Total:	**131,850.00**	**168,536.23**	**174,600.00**	**134,246.25**	**174,600.00**	**0.00**
Category: 560 - Other Services							
40-54-5636	Equipment Repairs/Maintenan...	115,400.00	115,600.11	125,000.00	70,215.81	125,000.00	0.00
40-54-5638	Vehicle Repair/Maintenance	0.00	0.00	0.00	0.00	0.00	0.00
40-54-5645	Training & Travel	0.00	0.00	0.00	0.00	0.00	0.00
40-54-5700	Vehicle/Equip Replacement Fe...	0.00	0.00	0.00	0.00	0.00	0.00
40-54-5729	Permits & Assessments	15,500.00	18,700.95	22,000.00	7,047.15	22,000.00	0.00
40-54-5742	Subsidence Fees	750.00	730.00	3,000.00	700.00	3,000.00	0.00
40-54-5743	Surface Water Rights Acquisiti...	0.00	0.00	0.00	0.00	400,000.00	0.00
	Category: 560 - Other Services Total:	**131,650.00**	**135,031.06**	**150,000.00**	**77,962.96**	**550,000.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Category: 600 - Capital Outlays							
40-54-6030	Capital Outlay - Vehicle	112,000.00	0.00	0.00	0.00	0.00	0.00
40-54-8410	Depreciation Expense	270,000.00	372,565.00	270,000.00	0.00	300,000.00	0.00
	Category: 600 - Capital Outlays Total:	**382,000.00**	**372,565.00**	**270,000.00**	**0.00**	**300,000.00**	**0.00**
	Department: 54 - Water Expenditures Total:	**674,000.00**	**748,562.63**	**724,600.00**	**253,773.66**	**1,154,600.00**	**0.00**
Department: 56 - Wastewater Expenditures							
Category: 520 - Commodities							
40-56-5204	Chemicals	15,000.00	14,550.29	20,000.00	12,468.30	20,000.00	0.00
40-56-5240	Minor Tools & Equipment	10,000.00	5,204.86	15,000.00	1,836.50	15,000.00	0.00
	Category: 520 - Commodities Total:	**25,000.00**	**19,755.15**	**35,000.00**	**14,304.80**	**35,000.00**	**0.00**
Category: 530 - Contractual Services							
40-56-5419	Sludge Hauling	82,500.00	82,418.11	92,000.00	65,775.96	110,000.00	0.00
40-56-5420	Electricity	60,500.00	60,419.55	75,000.00	66,103.17	75,000.00	0.00
40-56-5432	Rental Equipment	0.00	0.00	10,000.00	0.00	10,000.00	0.00
40-56-5445	Telephone	0.00	0.00	0.00	0.00	0.00	0.00
40-56-5446	Uniforms	225.00	211.52	0.00	0.00	0.00	0.00
40-56-5499	Laboratory Expenses	34,475.00	34,466.00	40,000.00	37,490.00	40,000.00	0.00
	Category: 530 - Contractual Services Total:	**177,700.00**	**177,515.18**	**217,000.00**	**169,369.13**	**235,000.00**	**0.00**
Category: 560 - Other Services							
40-56-5636	Equipment Repairs/Maintenan...	129,800.00	117,015.17	175,000.00	152,629.93	175,000.00	0.00
40-56-5645	Training & Travel	0.00	0.00	0.00	11.13	0.00	0.00
40-56-5729	Permits & Assessments	0.00	0.00	30,000.00	2,060.00	30,000.00	0.00
	Category: 560 - Other Services Total:	**129,800.00**	**117,015.17**	**205,000.00**	**154,701.06**	**205,000.00**	**0.00**
	Department: 56 - Wastewater Expenditures Total:	**332,500.00**	**314,285.50**	**457,000.00**	**338,374.99**	**475,000.00**	**0.00**
Department: 95 - Transfer-Out Expenditures							
Category: 850 - Transfer-Out							
40-95-8591	Transfer To - Veh/Equip Replac...	80,000.00	80,000.00	0.00	0.00	80,000.00	0.00
	Category: 850 - Transfer-Out Total:	**80,000.00**	**80,000.00**	**0.00**	**0.00**	**80,000.00**	**0.00**
	Department: 95 - Transfer-Out Expenditures Total:	**80,000.00**	**80,000.00**	**0.00**	**0.00**	**80,000.00**	**0.00**
	Expense Total:	**1,772,761.00**	**1,817,385.21**	**2,099,693.55**	**1,106,691.97**	**2,627,693.55**	**0.00**
	Fund: 40 - Utilities Fund Surplus (Deficit):	**0.00**	**1,694,575.15**	**0.00**	**786,526.21**	**0.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 45 - Community Impact Fee Fund							
Revenue							
Department: 06 - Interest Revenues							
Category: 460 - Interest							
45-06-4600	Interest Income	0.00	0.00	0.00	0.00	0.00	0.00
	Category: 460 - Interest Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Department: 06 - Interest Revenues Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Department: 08 - Utility Revenues							
Category: 450 - Other Source							
45-08-4334	Impact Fee - Water	150,000.00	-4,884.00	150,000.00	974,935.00	300,000.00	0.00
45-08-4336	Impact Fee - Wastewater	60,000.00	90,971.00	100,000.00	2,838,535.00	250,000.00	0.00
	Category: 450 - Other Source Total:	**210,000.00**	**86,087.00**	**250,000.00**	**3,813,470.00**	**550,000.00**	**0.00**
	Department: 08 - Utility Revenues Total:	**210,000.00**	**86,087.00**	**250,000.00**	**3,813,470.00**	**550,000.00**	**0.00**
	Revenue Total:	**210,000.00**	**86,087.00**	**250,000.00**	**3,813,470.00**	**550,000.00**	**0.00**
Expense							
Department: 10 - Administration Expenditure							
Category: 560 - Other Services							
45-10-5800	Eng/Consulting/Planning Fees	0.00	0.00	0.00	0.00	0.00	0.00
	Category: 560 - Other Services Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Department: 10 - Administration Expenditure Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Department: 95 - Transfer-Out Expenditures							
Category: 850 - Transfer-Out							
45-95-8582	Transfer To - Capital Projects F...	210,000.00	233,907.00	250,000.00	0.00	550,000.00	0.00
	Category: 850 - Transfer-Out Total:	**210,000.00**	**233,907.00**	**250,000.00**	**0.00**	**550,000.00**	**0.00**
	Department: 95 - Transfer-Out Expenditures Total:	**210,000.00**	**233,907.00**	**250,000.00**	**0.00**	**550,000.00**	**0.00**
	Expense Total:	**210,000.00**	**233,907.00**	**250,000.00**	**0.00**	**550,000.00**	**0.00**
	Fund: 45 - Community Impact Fee Fund Surplus (Deficit):	**0.00**	**-147,820.00**	**0.00**	**3,813,470.00**	**0.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 50 - Capital Projects Fund							
Revenue							
Department: 06 - Interest Revenues							
Category: 460 - Interest							
50-06-4600	Interest Income	25,000.00	1,320,382.15	25,000.00	2,458,048.16	2,000,000.00	0.00
	Category: 460 - Interest Total:	**25,000.00**	**1,320,382.15**	**25,000.00**	**2,458,048.16**	**2,000,000.00**	**0.00**
	Department: 06 - Interest Revenues Total:	**25,000.00**	**1,320,382.15**	**25,000.00**	**2,458,048.16**	**2,000,000.00**	**0.00**
Department: 07 - Other Source Revenues							
Category: 430 - Other Source							
50-07-4704	Grant Revenues	0.00	0.00	3,195,900.80	0.00	0.00	0.00
50-07-4811	Other Income	158,400.00	304,356.49	328,000.00	489,570.72	100,000.00	0.00
50-07-4830	Bond Proceeds	0.00	33,530,000.00	50,238,306.13	50,000,000.00	0.00	0.00
50-07-4831	Bond Premium	0.00	1,897,389.30	0.00	238,306.13	0.00	0.00
	Category: 430 - Other Source Total:	**158,400.00**	**35,731,745.79**	**53,762,206.93**	**50,727,876.85**	**100,000.00**	**0.00**
Category: 495 - Transfer-In							
50-07-4963	Transfer In - Impact Fee Fund	0.00	233,907.00	0.00	0.00	0.00	0.00
	Category: 495 - Transfer-In Total:	**0.00**	**233,907.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Department: 07 - Other Source Revenues Total:	**158,400.00**	**35,965,652.79**	**53,762,206.93**	**50,727,876.85**	**100,000.00**	**0.00**
Department: 09 - Transfer-In Revenues							
Category: 495 - Transfer-In							
50-09-4950	Transfer In - Gen Fund	450,000.00	450,000.00	512,500.00	512,500.00	0.00	0.00
50-09-4963	Transfer In - Impact Fee Fund	350,000.00	0.00	250,000.00	0.00	1,521,828.50	0.00
50-09-4964	Transfer In - Cap Projects Bond ...	35,000,000.00	0.00	0.00	0.00	0.00	0.00
50-09-4999	Transfer In - Fund Balance	11,609,069.00	11,609,069.00	45,347,997.40	45,347,997.40	88,840,116.44	0.00
	Category: 495 - Transfer-In Total:	**47,409,069.00**	**12,059,069.00**	**46,110,497.40**	**45,860,497.40**	**90,361,944.94**	**0.00**
	Department: 09 - Transfer-In Revenues Total:	**47,409,069.00**	**12,059,069.00**	**46,110,497.40**	**45,860,497.40**	**90,361,944.94**	**0.00**
	Revenue Total:	**47,592,469.00**	**49,345,103.94**	**99,897,704.33**	**99,046,422.41**	**92,461,944.94**	**0.00**
Expense							
Department: 91 - Projects Revenue							
Category: 170 - Fixed Assets							
50-91-7558	Lighting Upgrade	0.00	0.00	60,000.00	733.28	59,266.72	0.00
	Category: 170 - Fixed Assets Total:	**0.00**	**0.00**	**60,000.00**	**733.28**	**59,266.72**	**0.00**
Category: 600 - Capital Outlays							
50-91-7105	Bond Issuance Costs	0.00	423,086.35	283,306.13	232,340.49	0.00	0.00

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
50-91-7404	City Hall Front Parking Lot	0.00	7,940.00	0.00	0.00	0.00	0.00
50-91-7412	Comprehensive & Thoroughfar...	150,000.00	262.50	270,000.00	77,187.20	192,812.80	0.00
50-91-7413	Thoroughfare Plan	120,000.00	99.99	0.00	0.00	150,000.00	0.00
50-91-7502	Water Plant Improvements	517,459.00	317,217.36	12,939.64	3,856.00	9,083.64	0.00
50-91-7506	Elevated Storage Tank	5,688,590.00	44,951.25	5,941,258.75	1,824,155.18	4,020,505.69	0.00
50-91-7507	Surface Water Rights Acquisiti...	328,328.00	633,065.42	362,724.00	0.00	0.00	0.00
50-91-7511	Municipal Complex	2,018,805.00	531,676.05	1,627,280.60	0.00	1,627,280.60	0.00
50-91-7516	East WWTP	0.00	0.00	0.00	0.00	0.00	0.00
50-91-7517	West WWTP	0.00	0.00	0.00	0.00	0.00	0.00
50-91-7522	Almost Heaven	0.00	0.00	0.00	0.00	0.00	0.00
50-91-7524	Masters/Jordan Development	200,000.00	25,508.43	174,491.57	45,976.00	128,515.57	0.00
50-91-7529	FM 1128 Water/Sewer Line Ext	1,469,847.00	28,284.16	2,084,212.15	2,757.15	2,081,455.00	0.00
50-91-7530	IT Project	200,000.00	339,066.48	0.00	0.00	0.00	0.00
50-91-7531	Building Planning	206,482.00	114,550.54	97,111.98	71,228.50	25,883.48	0.00
50-91-7532	Wastewater Improvements	1,560,631.00	1,109,895.71	1,865,586.79	408,576.94	1,457,009.85	0.00
50-91-7533	SCADA Improvements	302,255.00	316,019.41	25,696.09	4,376.00	0.00	0.00
50-91-7534	WRF Construction	0.00	0.00	40,000,000.00	0.00	40,000,000.00	0.00
50-91-7535	Police Station Construction	21,000,000.00	68,605.34	22,707,487.47	4,139,990.10	19,931,294.76	0.00
50-91-7536	Public Works Building Construct..	8,000,000.00	22,649.86	7,680,621.65	1,192,746.23	6,509,335.27	0.00
50-91-7537	City Hall Expansion - Phase 2	6,000,000.00	0.00	6,000,000.00	6,489.00	5,993,511.00	0.00
50-91-7556	Construction - WRF	0.00	0.00	0.00	240.00	0.00	0.00
50-91-7557	Clark Rd Project - CSJ 0912-31-...	0.00	0.00	410,000.00	409,489.54	510.46	0.00
50-91-7559	Other Projects	0.00	0.00	10,061,710.00	15,229.90	10,046,480.10	0.00
	Category: 600 - Capital Outlays Total:	**47,762,397.00**	**3,982,878.85**	**99,604,426.82**	**8,434,638.23**	**92,173,678.22**	**0.00**
	Department: 91 - Projects Revenue Total:	**47,762,397.00**	**3,982,878.85**	**99,664,426.82**	**8,435,371.51**	**92,232,944.94**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Department: 95 - Transfer-Out Expenditures							
Category: 850 - Transfer-Out							
50-95-5890	Transfer Out - Debt Service Fund	0.00	0.00	0.00	0.00	229,000.00	0.00
	Category: 850 - Transfer-Out Total:	**0.00**	**0.00**	**0.00**	**0.00**	**229,000.00**	**0.00**
	Department: 95 - Transfer-Out Expenditures Total:	**0.00**	**0.00**	**0.00**	**0.00**	**229,000.00**	**0.00**
	Expense Total:	**47,762,397.00**	**3,982,878.85**	**99,664,426.82**	**8,435,371.51**	**92,461,944.94**	**0.00**
	Fund: 50 - Capital Projects Fund Surplus (Deficit):	**-169,928.00**	**45,362,225.09**	**233,277.51**	**90,611,050.90**	**0.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 55 - Parks Fund							
Revenue							
Department: 09 - Transfer-In Revenues							
Category: 495 - Transfer-In							
55-09-4950	Transfer In - Gen Fund	0.00	0.00	100,000.00	100,000.00	0.00	0.00
55-09-4999	Transfer In - Fund Balance	333,100.00	308,100.00	208,100.00	208,100.00	0.00	0.00
	Category: 495 - Transfer-In Total:	**333,100.00**	**308,100.00**	**308,100.00**	**308,100.00**	**0.00**	**0.00**
	Department: 09 - Transfer-In Revenues Total:	**333,100.00**	**308,100.00**	**308,100.00**	**308,100.00**	**0.00**	**0.00**
	Revenue Total:	**333,100.00**	**308,100.00**	**308,100.00**	**308,100.00**	**0.00**	**0.00**
Expense							
Department: 55 - Park Operations Expenditures							
Category: 520 - Commodities							
55-55-5220	Janitorial Supplies & Cleaning	0.00	0.00	0.00	0.00	0.00	0.00
	Category: 520 - Commodities Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Category: 530 - Contractual Services							
55-55-5377	Beautification Projects	60,000.00	50,357.50	0.00	0.00	0.00	0.00
55-55-5380	Building Repair & Maintenance	2,400.00	0.00	0.00	0.00	0.00	0.00
55-55-5420	Electricity	700.00	691.54	600.00	620.30	0.00	0.00
55-55-5453	Grounds Maintenance	20,000.00	5,000.00	0.00	0.00	0.00	0.00
	Category: 530 - Contractual Services Total:	**83,100.00**	**56,049.04**	**600.00**	**620.30**	**0.00**	**0.00**
Category: 600 - Capital Outlays							
55-55-6070	Capital Outlay - Improvements	250,000.00	99.99	307,500.00	273,922.50	0.00	0.00
	Category: 600 - Capital Outlays Total:	**250,000.00**	**99.99**	**307,500.00**	**273,922.50**	**0.00**	**0.00**
	Department: 55 - Park Operations Expenditures Total:	**333,100.00**	**56,149.03**	**308,100.00**	**274,542.80**	**0.00**	**0.00**
	Expense Total:	**333,100.00**	**56,149.03**	**308,100.00**	**274,542.80**	**0.00**	**0.00**
	Fund: 55 - Parks Fund Surplus (Deficit):	**0.00**	**251,950.97**	**0.00**	**33,557.20**	**0.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 60 - Hotel/Motel Tax Fund							
Revenue							
Department: 02 - Miscellaneous Tax Revenues							
Category: 403 - Miscellaneous Tax							
60-02-4901	Hotel Taxes	45,000.00	81,895.23	45,000.00	61,304.85	45,000.00	0.00
	Category: 403 - Miscellaneous Tax Total:	**45,000.00**	**81,895.23**	**45,000.00**	**61,304.85**	**45,000.00**	**0.00**
	Department: 02 - Miscellaneous Tax Revenues Total:	**45,000.00**	**81,895.23**	**45,000.00**	**61,304.85**	**45,000.00**	**0.00**
	Revenue Total:	**45,000.00**	**81,895.23**	**45,000.00**	**61,304.85**	**45,000.00**	**0.00**
Expense							
Department: 10 - Administration Expenditure							
Category: 560 - Other Services							
60-10-5725	Advertising & Promotion	45,000.00	76.50	45,000.00	1,500.00	45,000.00	0.00
	Category: 560 - Other Services Total:	**45,000.00**	**76.50**	**45,000.00**	**1,500.00**	**45,000.00**	**0.00**
	Department: 10 - Administration Expenditure Total:	**45,000.00**	**76.50**	**45,000.00**	**1,500.00**	**45,000.00**	**0.00**
	Expense Total:	**45,000.00**	**76.50**	**45,000.00**	**1,500.00**	**45,000.00**	**0.00**
	Fund: 60 - Hotel/Motel Tax Fund Surplus (Deficit):	**0.00**	**81,818.73**	**0.00**	**59,804.85**	**0.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 61 - Municipal Jury Fund							
Revenue							
Department: 05 - Fines and Fees Revenues							
Category: 440 - Fines and Fees							
61-05-4400	Court Fines	150.00	184.84	150.00	309.17	150.00	0.00
	Category: 440 - Fines and Fees Total:	**150.00**	**184.84**	**150.00**	**309.17**	**150.00**	**0.00**
	Department: 05 - Fines and Fees Revenues Total:	**150.00**	**184.84**	**150.00**	**309.17**	**150.00**	**0.00**
	Revenue Total:	**150.00**	**184.84**	**150.00**	**309.17**	**150.00**	**0.00**
Expense							
Department: 10 - Administration Expenditure							
Category: 560 - Other Services							
61-10-5634	Jury Cost	150.00	0.00	150.00	0.00	150.00	0.00
	Category: 560 - Other Services Total:	**150.00**	**0.00**	**150.00**	**0.00**	**150.00**	**0.00**
	Department: 10 - Administration Expenditure Total:	**150.00**	**0.00**	**150.00**	**0.00**	**150.00**	**0.00**
	Expense Total:	**150.00**	**0.00**	**150.00**	**0.00**	**150.00**	**0.00**
	Fund: 61 - Municipal Jury Fund Surplus (Deficit):	**0.00**	**184.84**	**0.00**	**309.17**	**0.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 62 - Court Security Fund							
Revenue							
Department: 05 - Fines and Fees Revenues							
Category: 440 - Fines and Fees							
62-05-4400	Court Fines	7,000.00	9,313.10	7,000.00	15,359.04	7,000.00	0.00
	Category: 440 - Fines and Fees Total:	**7,000.00**	**9,313.10**	**7,000.00**	**15,359.04**	**7,000.00**	**0.00**
	Department: 05 - Fines and Fees Revenues Total:	**7,000.00**	**9,313.10**	**7,000.00**	**15,359.04**	**7,000.00**	**0.00**
Department: 09 - Transfer-In Revenues							
Category: 495 - Transfer-In							
62-09-4999	Transfer-In Fund Balance	8,000.00	-8,000.00	0.00	0.00	0.00	0.00
	Category: 495 - Transfer-In Total:	**8,000.00**	**-8,000.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Department: 09 - Transfer-In Revenues Total:	**8,000.00**	**-8,000.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Revenue Total:	**15,000.00**	**1,313.10**	**7,000.00**	**15,359.04**	**7,000.00**	**0.00**
Expense							
Department: 10 - Administration Expenditure							
Category: 520 - Commodities							
62-10-5240	Minor Tools & Equipment	8,000.00	0.00	3,000.00	0.00	3,000.00	0.00
	Category: 520 - Commodities Total:	**8,000.00**	**0.00**	**3,000.00**	**0.00**	**3,000.00**	**0.00**
Category: 530 - Contractual Services							
62-10-5434	Bailiff - Security	6,500.00	0.00	3,500.00	0.00	3,500.00	0.00
	Category: 530 - Contractual Services Total:	**6,500.00**	**0.00**	**3,500.00**	**0.00**	**3,500.00**	**0.00**
Category: 560 - Other Services							
62-10-5645	Training & Travel	500.00	0.00	500.00	0.00	500.00	0.00
	Category: 560 - Other Services Total:	**500.00**	**0.00**	**500.00**	**0.00**	**500.00**	**0.00**
	Department: 10 - Administration Expenditure Total:	**15,000.00**	**0.00**	**7,000.00**	**0.00**	**7,000.00**	**0.00**
	Expense Total:	**15,000.00**	**0.00**	**7,000.00**	**0.00**	**7,000.00**	**0.00**
	Fund: 62 - Court Security Fund Surplus (Deficit):	**0.00**	**1,313.10**	**0.00**	**15,359.04**	**0.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 63 - Truancy Prevention Fund							
Revenue							
Department: 05 - Fines and Fees Revenues							
Category: 440 - Fines and Fees							
63-05-4400	Court Fines	5,500.00	10,382.54	5,500.00	15,474.43	5,500.00	0.00
	Category: 440 - Fines and Fees Total:	**5,500.00**	**10,382.54**	**5,500.00**	**15,474.43**	**5,500.00**	**0.00**
	Department: 05 - Fines and Fees Revenues Total:	**5,500.00**	**10,382.54**	**5,500.00**	**15,474.43**	**5,500.00**	**0.00**
Department: 07 - Other Source Revenues							
Category: 430 - Other Source							
63-07-4811	Other Income	400.00	1,693.96	400.00	1,280.00	400.00	0.00
	Category: 430 - Other Source Total:	**400.00**	**1,693.96**	**400.00**	**1,280.00**	**400.00**	**0.00**
	Department: 07 - Other Source Revenues Total:	**400.00**	**1,693.96**	**400.00**	**1,280.00**	**400.00**	**0.00**
	Revenue Total:	**5,900.00**	**12,076.50**	**5,900.00**	**16,754.43**	**5,900.00**	**0.00**
Expense							
Department: 10 - Administration Expenditure							
Category: 520 - Commodities							
63-10-5230	Office Expense	5,900.00	11,171.81	5,900.00	6,204.69	5,900.00	0.00
	Category: 520 - Commodities Total:	**5,900.00**	**11,171.81**	**5,900.00**	**6,204.69**	**5,900.00**	**0.00**
Category: 530 - Contractual Services							
63-10-5480	Contract Labor	0.00	0.00	0.00	0.00	0.00	0.00
	Category: 530 - Contractual Services Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Category: 560 - Other Services							
63-10-5645	Training & Travel	0.00	0.00	0.00	0.00	0.00	0.00
	Category: 560 - Other Services Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Department: 10 - Administration Expenditure Total:	**5,900.00**	**11,171.81**	**5,900.00**	**6,204.69**	**5,900.00**	**0.00**
	Expense Total:	**5,900.00**	**11,171.81**	**5,900.00**	**6,204.69**	**5,900.00**	**0.00**
	Fund: 63 - Truancy Prevention Fund Surplus (Deficit):	**0.00**	**904.69**	**0.00**	**10,549.74**	**0.00**	**0.00**

	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 64 - Court Technology Fund						
Revenue						
Department: 05 - Fines and Fees Revenues						
Category: 440 - Fines and Fees						
64-05-4400 Court Fines	5,500.00	7,644.67	6,000.00	12,565.09	6,000.00	0.00
Category: 440 - Fines and Fees Total:	**5,500.00**	**7,644.67**	**6,000.00**	**12,565.09**	**6,000.00**	**0.00**
Department: 05 - Fines and Fees Revenues Total:	**5,500.00**	**7,644.67**	**6,000.00**	**12,565.09**	**6,000.00**	**0.00**
Department: 09 - Transfer-In Revenues						
Category: 495 - Transfer-In						
64-09-4999 Transfer In - Fund Balance	4,500.00	4,500.00	1,000.00	1,000.00	1,000.00	0.00
Category: 495 - Transfer-In Total:	**4,500.00**	**4,500.00**	**1,000.00**	**1,000.00**	**1,000.00**	**0.00**
Department: 09 - Transfer-In Revenues Total:	**4,500.00**	**4,500.00**	**1,000.00**	**1,000.00**	**1,000.00**	**0.00**
Revenue Total:	**10,000.00**	**12,144.67**	**7,000.00**	**13,565.09**	**7,000.00**	**0.00**
Expense						
Department: 10 - Administration Expenditure						
Category: 520 - Commodities						
64-10-5240 Minor Tools & Equipment	7,500.00	6,842.83	2,500.00	369.99	2,500.00	0.00
Category: 520 - Commodities Total:	**7,500.00**	**6,842.83**	**2,500.00**	**369.99**	**2,500.00**	**0.00**
Category: 530 - Contractual Services						
64-10-5440 Computer Maintenance/Suppo...	2,500.00	167.63	4,500.00	0.00	4,500.00	0.00
Category: 530 - Contractual Services Total:	**2,500.00**	**167.63**	**4,500.00**	**0.00**	**4,500.00**	**0.00**
Department: 10 - Administration Expenditure Total:	**10,000.00**	**7,010.46**	**7,000.00**	**369.99**	**7,000.00**	**0.00**
Expense Total:	**10,000.00**	**7,010.46**	**7,000.00**	**369.99**	**7,000.00**	**0.00**
Fund: 64 - Court Technology Fund Surplus (Deficit):	**0.00**	**5,134.21**	**0.00**	**13,195.10**	**0.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 65 - Law Enforcement Fund							
Revenue							
Department: 07 - Other Source Revenues							
Category: 430 - Other Source							
65-07-4505	Seizure Funds	1,000.00	3,376.10	1,000.00	0.00	1,000.00	0.00
	Category: 430 - Other Source Total:	**1,000.00**	**3,376.10**	**1,000.00**	**0.00**	**1,000.00**	**0.00**
	Department: 07 - Other Source Revenues Total:	**1,000.00**	**3,376.10**	**1,000.00**	**0.00**	**1,000.00**	**0.00**
	Revenue Total:	**1,000.00**	**3,376.10**	**1,000.00**	**0.00**	**1,000.00**	**0.00**
Expense							
Department: 90 - Police Expenditures							
Category: 520 - Commodities							
65-90-5240	Minor Tools & Equipment	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
	Category: 520 - Commodities Total:	**1,000.00**	**0.00**	**1,000.00**	**0.00**	**1,000.00**	**0.00**
	Department: 90 - Police Expenditures Total:	**1,000.00**	**0.00**	**1,000.00**	**0.00**	**1,000.00**	**0.00**
	Expense Total:	**1,000.00**	**0.00**	**1,000.00**	**0.00**	**1,000.00**	**0.00**
	Fund: 65 - Law Enforcement Fund Surplus (Deficit):	**0.00**	**3,376.10**	**0.00**	**0.00**	**0.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 67 - PEG Fee Fund							
Revenue							
Department: 03 - Franchise Fees Revenues							
Category: 410 - Franchise Fee							
67-03-4110	PEG Fees	10,000.00	13,177.65	10,000.00	-213.97	10,000.00	0.00
	Category: 410 - Franchise Fee Total:	**10,000.00**	**13,177.65**	**10,000.00**	**-213.97**	**10,000.00**	**0.00**
	Department: 03 - Franchise Fees Revenues Total:	**10,000.00**	**13,177.65**	**10,000.00**	**-213.97**	**10,000.00**	**0.00**
Department: 09 - Transfer-In Revenues							
Category: 495 - Transfer-In							
67-09-4999	Transfer In - Fund Balance	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	0.00
	Category: 495 - Transfer-In Total:	**40,000.00**	**40,000.00**	**40,000.00**	**40,000.00**	**40,000.00**	**0.00**
	Department: 09 - Transfer-In Revenues Total:	**40,000.00**	**40,000.00**	**40,000.00**	**40,000.00**	**40,000.00**	**0.00**
	Revenue Total:	**50,000.00**	**53,177.65**	**50,000.00**	**39,786.03**	**50,000.00**	**0.00**
Expense							
Department: 10 - Administration Expenditure							
Category: 600 - Capital Outlays							
67-10-6020	Capital Outlay - Equipment	50,000.00	0.00	50,000.00	0.00	50,000.00	0.00
	Category: 600 - Capital Outlays Total:	**50,000.00**	**0.00**	**50,000.00**	**0.00**	**50,000.00**	**0.00**
	Department: 10 - Administration Expenditure Total:	**50,000.00**	**0.00**	**50,000.00**	**0.00**	**50,000.00**	**0.00**
	Expense Total:	**50,000.00**	**0.00**	**50,000.00**	**0.00**	**50,000.00**	**0.00**
	Fund: 67 - PEG Fee Fund Surplus (Deficit):	**0.00**	**53,177.65**	**0.00**	**39,786.03**	**0.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 80 - SMDA Fund							
Revenue							
Department: 06 - Interest Revenues							
Category: 460 - Interest							
80-06-4600	Interest Income	1,000.00	23,805.88	1,000.00	23,034.76	1,000.00	0.00
	Category: 460 - Interest Total:	**1,000.00**	**23,805.88**	**1,000.00**	**23,034.76**	**1,000.00**	**0.00**
	Department: 06 - Interest Revenues Total:	**1,000.00**	**23,805.88**	**1,000.00**	**23,034.76**	**1,000.00**	**0.00**
Department: 09 - Transfer-In Revenues							
Category: 495 - Transfer-In							
80-09-4961	Transfer In - TIRZ #3	150,000.00	1,051,982.99	1,711,500.00	1,493,272.87	2,527,022.00	0.00
	Category: 495 - Transfer-In Total:	**150,000.00**	**1,051,982.99**	**1,711,500.00**	**1,493,272.87**	**2,527,022.00**	**0.00**
	Department: 09 - Transfer-In Revenues Total:	**150,000.00**	**1,051,982.99**	**1,711,500.00**	**1,493,272.87**	**2,527,022.00**	**0.00**
	Revenue Total:	**151,000.00**	**1,075,788.87**	**1,712,500.00**	**1,516,307.63**	**2,528,022.00**	**0.00**
Expense							
Department: 10 - Administration Expenditure							
Category: 530 - Contractual Services							
80-10-5330	Administrative Support Services	0.00	100,000.00	60,000.00	60,000.00	60,000.00	0.00
80-10-5461	Planning & Development	5,000.00	0.00	5,000.00	1,575.00	5,000.00	0.00
	Category: 530 - Contractual Services Total:	**5,000.00**	**100,000.00**	**65,000.00**	**61,575.00**	**65,000.00**	**0.00**
	Department: 10 - Administration Expenditure Total:	**5,000.00**	**100,000.00**	**65,000.00**	**61,575.00**	**65,000.00**	**0.00**
Department: 91 - Projects Revenue							
Category: 600 - Capital Outlays							
80-91-7559	Projects	146,000.00	0.00	0.00	0.00	845,402.00	0.00
	Category: 600 - Capital Outlays Total:	**146,000.00**	**0.00**	**0.00**	**0.00**	**845,402.00**	**0.00**
Category: 650 - Other Sources (Uses)							
80-91-7001	Bond Principal	0.00	0.00	0.00	0.00	205,000.00	0.00
80-91-7100	Interest Expense	0.00	0.00	0.00	0.00	880,075.00	0.00
80-91-7102	Fiscal Agents Fees	0.00	0.00	0.00	0.00	3,000.00	0.00
	Category: 650 - Other Sources (Uses) Total:	**0.00**	**0.00**	**0.00**	**0.00**	**1,088,075.00**	**0.00**
	Department: 91 - Projects Revenue Total:	**146,000.00**	**0.00**	**0.00**	**0.00**	**1,933,477.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Department: 95 - Transfer-Out Expenditures							
Category: 850 - Transfer-Out							
80-95-8510	Transfer to General Fund	0.00	476,010.00	363,135.00	363,135.00	529,545.00	0.00
	Category: 850 - Transfer-Out Total:	**0.00**	**476,010.00**	**363,135.00**	**363,135.00**	**529,545.00**	**0.00**
	Department: 95 - Transfer-Out Expenditures Total:	**0.00**	**476,010.00**	**363,135.00**	**363,135.00**	**529,545.00**	**0.00**
	Expense Total:	**151,000.00**	**576,010.00**	**428,135.00**	**424,710.00**	**2,528,022.00**	**0.00**
	Fund: 80 - SMDA Fund Surplus (Deficit):	**0.00**	**499,778.87**	**1,284,365.00**	**1,091,597.63**	**0.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 81 - TIRZ #3 Fund							
Revenue							
Department: 01 - Ad Valorem Tax Revenues							
Category: 400 - Ad Valorem Tax							
81-01-4000	Current Ad Valorem Taxes	350,000.00	608,939.95	1,530,000.00	1,492,583.22	2,346,022.00	0.00
81-01-4010	Delinquent Ad Valorem Taxes	1,000.00	7,926.89	1,000.00	689.75	1,000.00	0.00
81-01-4011	P&I on Ad Valorem Taxes	500.00	0.00	500.00	0.00	0.00	0.00
81-01-4020	Brazoria County - Ad Valorem T...	25,000.00	132,164.79	140,000.00	0.00	140,000.00	0.00
	Category: 400 - Ad Valorem Tax Total:	**376,500.00**	**749,031.63**	**1,671,500.00**	**1,493,272.97**	**2,487,022.00**	**0.00**
	Department: 01 - Ad Valorem Tax Revenues Total:	**376,500.00**	**749,031.63**	**1,671,500.00**	**1,493,272.97**	**2,487,022.00**	**0.00**
Department: 02 - Miscellaneous Tax Revenues							
Category: 403 - Miscellaneous Tax							
81-02-4030	Sales Tax Revenues	0.00	35,107.31	40,000.00	0.00	40,000.00	0.00
	Category: 403 - Miscellaneous Tax Total:	**0.00**	**35,107.31**	**40,000.00**	**0.00**	**40,000.00**	**0.00**
	Department: 02 - Miscellaneous Tax Revenues Total:	**0.00**	**35,107.31**	**40,000.00**	**0.00**	**40,000.00**	**0.00**
Department: 06 - Interest Revenues							
Category: 460 - Interest							
81-06-4600	Interest Income	0.00	0.00	0.00	0.00	0.00	0.00
	Category: 460 - Interest Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Department: 06 - Interest Revenues Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Department: 09 - Transfer-In Revenues							
Category: 495 - Transfer-In							
81-09-4950	Transfer In - General Fund	40,000.00	0.00	0.00	0.00	0.00	0.00
	Category: 495 - Transfer-In Total:	**40,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Department: 09 - Transfer-In Revenues Total:	**40,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
	Revenue Total:	**416,500.00**	**784,138.94**	**1,711,500.00**	**1,493,272.97**	**2,527,022.00**	**0.00**
Expense							
Department: 95 - Transfer-Out Expenditures							
Category: 850 - Transfer-Out							
81-95-8587	Transfer Out - SMDA Fund	416,500.00	1,051,982.99	1,711,500.00	1,493,272.87	2,527,022.00	0.00
	Category: 850 - Transfer-Out Total:	**416,500.00**	**1,051,982.99**	**1,711,500.00**	**1,493,272.87**	**2,527,022.00**	**0.00**
	Department: 95 - Transfer-Out Expenditures Total:	**416,500.00**	**1,051,982.99**	**1,711,500.00**	**1,493,272.87**	**2,527,022.00**	**0.00**
	Expense Total:	**416,500.00**	**1,051,982.99**	**1,711,500.00**	**1,493,272.87**	**2,527,022.00**	**0.00**
	Fund: 81 - TIRZ #3 Fund Surplus (Deficit):	**0.00**	**-267,844.05**	**0.00**	**0.10**	**0.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 90 - Manvel Economic Development Fund							
Revenue							
Department: 02 - Miscellaneous Tax Revenues							
Category: 403 - Miscellaneous Tax							
90-02-4030	Sales Tax Revenue	1,200,000.00	1,235,877.02	1,200,000.00	996,915.31	1,600,000.00	0.00
	Category: 403 - Miscellaneous Tax Total:	**1,200,000.00**	**1,235,877.02**	**1,200,000.00**	**996,915.31**	**1,600,000.00**	**0.00**
	Department: 02 - Miscellaneous Tax Revenues Total:	**1,200,000.00**	**1,235,877.02**	**1,200,000.00**	**996,915.31**	**1,600,000.00**	**0.00**
Department: 06 - Interest Revenues							
Category: 460 - Interest							
90-06-4600	Interest Income	5,000.00	201,215.38	100,000.00	235,529.43	177,000.00	0.00
	Category: 460 - Interest Total:	**5,000.00**	**201,215.38**	**100,000.00**	**235,529.43**	**177,000.00**	**0.00**
	Department: 06 - Interest Revenues Total:	**5,000.00**	**201,215.38**	**100,000.00**	**235,529.43**	**177,000.00**	**0.00**
Department: 09 - Transfer-In Revenues							
Category: 495 - Transfer-In							
90-09-4999	Transfer In - Fund Balance	407,500.00	0.00	500,000.00	500,000.00	500,000.00	0.00
	Category: 495 - Transfer-In Total:	**407,500.00**	**0.00**	**500,000.00**	**500,000.00**	**500,000.00**	**0.00**
	Department: 09 - Transfer-In Revenues Total:	**407,500.00**	**0.00**	**500,000.00**	**500,000.00**	**500,000.00**	**0.00**
	Revenue Total:	**1,612,500.00**	**1,437,092.40**	**1,800,000.00**	**1,732,444.74**	**2,277,000.00**	**0.00**
Expense							
Department: 10 - Administration Expenditure							
Category: 520 - Commodities							
90-10-5230	Office Expense	500.00	0.00	500.00	0.00	500.00	0.00
	Category: 520 - Commodities Total:	**500.00**	**0.00**	**500.00**	**0.00**	**500.00**	**0.00**
Category: 530 - Contractual Services							
90-10-5305	Service Agreements	12,000.00	0.00	12,000.00	0.00	12,000.00	0.00
90-10-5477	Audit Fees	3,000.00	2,990.00	3,300.00	3,100.00	5,000.00	0.00
	Category: 530 - Contractual Services Total:	**15,000.00**	**2,990.00**	**15,300.00**	**3,100.00**	**17,000.00**	**0.00**
Category: 560 - Other Services							
90-10-5622	Dues & Subscriptions	7,500.00	7,250.00	8,000.00	1,250.00	8,000.00	0.00
90-10-5625	Publications	1,500.00	0.00	1,500.00	0.00	1,500.00	0.00
90-10-5644	Orientation and Training	1,000.00	0.00	3,000.00	800.00	1,000.00	0.00
90-10-5647	Conference/Meetings	4,000.00	220.00	1,000.00	177.00	6,000.00	0.00
90-10-5655	Other Expenses	3,000.00	0.00	4,000.00	0.00	3,000.00	0.00
	Category: 560 - Other Services Total:	**17,000.00**	**7,470.00**	**17,500.00**	**2,227.00**	**19,500.00**	**0.00**

		2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Category: 600 - Capital Outlays							
90-10-6201	MEDC Project	500,000.00	0.00	686,700.00	0.00	800,000.00	0.00
90-10-6205	Project Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00
90-10-7511	Municipal Complex	1,080,000.00	0.00	1,080,000.00	0.00	1,440,000.00	0.00
	Category: 600 - Capital Outlays Total:	**1,580,000.00**	**0.00**	**1,766,700.00**	**0.00**	**2,240,000.00**	**0.00**
	Department: 10 - Administration Expenditure Total:	**1,612,500.00**	**10,460.00**	**1,800,000.00**	**5,327.00**	**2,277,000.00**	**0.00**
	Expense Total:	**1,612,500.00**	**10,460.00**	**1,800,000.00**	**5,327.00**	**2,277,000.00**	**0.00**
	Fund: 90 - Manvel Economic Development Fund Surplus (Deficit):	**0.00**	**1,426,632.40**	**0.00**	**1,727,117.74**	**0.00**	**0.00**
	Report Surplus (Deficit):	**-169,928.00**	**49,982,265.02**	**1,517,642.51**	**104,154,552.55**	**-1,000,000.00**	**0.00**

Group Summary

Defined Budgets

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 10 - General Fund						
Revenue						
Department: 01 - Ad Valorem Tax Revenues						
400 - Ad Valorem Tax	4,875,000.00	4,758,543.83	6,015,500.00	5,539,687.64	5,902,394.12	0.00
Department: 01 - Ad Valorem Tax Revenues Total:	**4,875,000.00**	**4,758,543.83**	**6,015,500.00**	**5,539,687.64**	**5,902,394.12**	**0.00**
Department: 02 - Miscellaneous Tax Revenues						
403 - Miscellaneous Tax	2,400,000.00	2,436,646.75	2,200,000.00	1,993,830.62	2,050,750.00	0.00
Department: 02 - Miscellaneous Tax Revenues Total:	**2,400,000.00**	**2,436,646.75**	**2,200,000.00**	**1,993,830.62**	**2,050,750.00**	**0.00**
Department: 03 - Franchise Fees Revenues						
410 - Franchise Fee	595,000.00	765,361.10	655,000.00	197,207.86	660,000.00	0.00
Department: 03 - Franchise Fees Revenues Total:	**595,000.00**	**765,361.10**	**655,000.00**	**197,207.86**	**660,000.00**	**0.00**
Department: 04 - Licenses and Permits Revenues						
420 - Licenses and Permits	5,030,646.00	3,623,838.74	4,708,500.00	3,194,538.94	4,707,500.00	0.00
Department: 04 - Licenses and Permits Revenues Total:	**5,030,646.00**	**3,623,838.74**	**4,708,500.00**	**3,194,538.94**	**4,707,500.00**	**0.00**
Department: 05 - Fines and Fees Revenues						
440 - Fines and Fees	257,000.00	240,541.07	243,850.00	408,830.06	412,000.00	0.00
Department: 05 - Fines and Fees Revenues Total:	**257,000.00**	**240,541.07**	**243,850.00**	**408,830.06**	**412,000.00**	**0.00**
Department: 06 - Interest Revenues						
460 - Interest	25,000.00	616,913.02	300,000.00	594,785.89	700,000.00	0.00
Department: 06 - Interest Revenues Total:	**25,000.00**	**616,913.02**	**300,000.00**	**594,785.89**	**700,000.00**	**0.00**
Department: 07 - Other Source Revenues						
430 - Other Source	83,300.00	650,113.85	485,599.89	1,455,401.58	662,009.89	0.00
Department: 07 - Other Source Revenues Total:	**83,300.00**	**650,113.85**	**485,599.89**	**1,455,401.58**	**662,009.89**	**0.00**
Department: 09 - Transfer-In Revenues						
495 - Transfer-In	855,000.00	855,000.00	1,416,649.03	1,416,649.03	597,789.00	0.00
Department: 09 - Transfer-In Revenues Total:	**855,000.00**	**855,000.00**	**1,416,649.03**	**1,416,649.03**	**597,789.00**	**0.00**
Revenue Total:	**14,120,946.00**	**13,946,958.36**	**16,025,098.92**	**14,800,931.62**	**15,692,443.01**	**0.00**
Expense						
Department: 10 - Administration Expenditure						
500 - Personnel Services	1,578,719.00	1,574,220.99	1,336,285.63	737,149.72	1,190,515.32	0.00
520 - Commodities	38,200.00	37,974.29	37,000.00	26,444.84	44,500.00	0.00
530 - Contractual Services	561,100.00	559,013.66	451,800.00	576,538.71	215,500.00	0.00
560 - Other Services	340,570.00	339,603.89	378,000.00	398,953.25	459,000.00	0.00
850 - Transfer-Out	0.00	0.00	0.00	0.00	0.00	0.00
Department: 10 - Administration Expenditure Total:	**2,518,589.00**	**2,510,812.83**	**2,203,085.63**	**1,739,086.52**	**1,909,515.32**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Department: 15 - Library Expenditures						
520 - Commodities	6,464.80	7,492.59	7,400.00	4,867.02	7,900.00	0.00
530 - Contractual Services	82,541.00	82,540.27	89,660.00	77,229.62	94,500.00	0.00
560 - Other Services	3,294.20	3,294.20	3,300.00	0.00	3,300.00	0.00
Department: 15 - Library Expenditures Total:	**92,300.00**	**93,327.06**	**100,360.00**	**82,096.64**	**105,700.00**	**0.00**
Department: 20 - Finance Expenditures						
500 - Personnel Services	464,627.00	392,320.19	638,013.70	375,257.85	428,321.54	0.00
520 - Commodities	10,300.00	8,177.81	9,500.00	5,627.31	7,500.00	0.00
530 - Contractual Services	169,050.00	154,063.48	130,800.00	132,084.12	167,150.00	0.00
560 - Other Services	8,875.00	8,871.90	14,250.00	5,311.56	11,750.00	0.00
Department: 20 - Finance Expenditures Total:	**652,852.00**	**563,433.38**	**792,563.70**	**518,280.84**	**614,721.54**	**0.00**
Department: 25 - Information Technology Expenditures						
500 - Personnel Services	380,214.00	337,639.97	395,890.78	272,645.61	417,632.95	0.00
520 - Commodities	14,500.00	13,078.11	14,500.00	3,691.66	14,500.00	0.00
530 - Contractual Services	116,050.00	82,679.90	116,050.00	91,030.97	245,050.00	0.00
560 - Other Services	155,000.00	73,912.08	155,000.00	135,947.39	183,000.00	0.00
Department: 25 - Information Technology Expenditures Total:	**665,764.00**	**507,310.06**	**681,440.78**	**503,315.63**	**860,182.95**	**0.00**
Department: 26 - Personnel Services						
500 - Personnel Services	0.00	0.00	0.00	0.00	251,833.76	0.00
520 - Commodities	0.00	0.00	0.00	0.00	3,250.00	0.00
530 - Contractual Services	0.00	0.00	0.00	0.00	150.00	0.00
560 - Other Services	0.00	0.00	0.00	0.00	7,250.00	0.00
Department: 26 - Personnel Services Total:	**0.00**	**0.00**	**0.00**	**0.00**	**262,483.76**	**0.00**
Department: 30 - Municipal Court Expenditures						
500 - Personnel Services	247,685.00	247,532.80	355,453.22	242,800.95	398,802.52	0.00
520 - Commodities	7,535.00	7,523.92	8,700.00	8,207.96	9,500.00	0.00
530 - Contractual Services	66,914.00	89,810.48	105,350.00	78,069.22	80,350.00	0.00
560 - Other Services	7,350.00	7,330.44	12,300.00	3,628.27	7,300.00	0.00
Department: 30 - Municipal Court Expenditures Total:	**329,484.00**	**352,197.64**	**481,803.22**	**332,706.40**	**495,952.52**	**0.00**
Department: 40 - Development Services Expenditures						
500 - Personnel Services	944,981.00	943,008.90	949,143.71	573,266.92	1,106,600.75	0.00
520 - Commodities	19,925.00	18,919.79	23,100.00	3,429.05	24,100.00	0.00
530 - Contractual Services	596,475.00	551,880.95	527,975.00	432,820.27	527,975.00	0.00
560 - Other Services	37,500.00	8,337.61	17,250.00	1,504.04	17,250.00	0.00
Department: 40 - Development Services Expenditures Total:	**1,598,881.00**	**1,522,147.25**	**1,517,468.71**	**1,011,020.28**	**1,675,925.75**	**0.00**
Department: 50 - Public Works Expenditures						
500 - Personnel Services	1,013,967.00	976,664.08	1,368,260.26	966,650.33	1,588,606.17	0.00
520 - Commodities	203,000.00	201,963.34	215,000.00	167,515.20	230,000.00	0.00
530 - Contractual Services	225,450.00	224,613.49	240,000.00	143,756.47	265,000.00	0.00
560 - Other Services	237,725.00	237,594.89	194,220.96	165,141.61	219,220.96	0.00

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
600 - Capital Outlays	376,625.00	376,602.27	738,379.04	280,362.12	291,789.00	0.00
Department: 50 - Public Works Expenditures Total:	**2,056,767.00**	**2,017,438.07**	**2,755,860.26**	**1,723,425.73**	**2,594,616.13**	**0.00**
Department: 70 - Fire Marshal						
500 - Personnel Services	193,710.00	133,240.01	407,138.13	228,799.01	414,822.51	0.00
520 - Commodities	21,125.00	15,256.22	15,700.00	7,320.66	25,000.00	0.00
530 - Contractual Services	25,175.00	24,258.89	28,200.00	15,462.71	31,850.00	0.00
560 - Other Services	24,250.00	18,216.00	12,650.00	4,560.64	28,000.00	0.00
Department: 70 - Fire Marshal Total:	**264,260.00**	**190,971.12**	**463,688.13**	**256,143.02**	**499,672.51**	**0.00**
Department: 71 - Emergency Management Expenditures						
520 - Commodities	20,000.00	1,975.00	20,000.00	4,700.47	1,600.00	0.00
530 - Contractual Services	0.00	0.00	0.00	0.00	21,000.00	0.00
560 - Other Services	507,500.00	67,850.04	114,500.00	0.00	114,500.00	0.00
Department: 71 - Emergency Management Expenditures Total:	**527,500.00**	**69,825.04**	**134,500.00**	**4,700.47**	**137,100.00**	**0.00**
Department: 80 - Code Enforcement						
500 - Personnel Services	162,469.00	160,245.04	170,430.75	139,719.32	180,168.71	0.00
520 - Commodities	17,750.00	6,880.51	25,250.00	15,727.72	27,750.00	0.00
530 - Contractual Services	61,715.00	4,095.00	55,300.00	3,811.96	56,800.00	0.00
560 - Other Services	8,500.00	2,540.41	8,500.00	5,364.10	7,000.00	0.00
Department: 80 - Code Enforcement Total:	**250,434.00**	**173,760.96**	**259,480.75**	**164,623.10**	**271,718.71**	**0.00**
Department: 85 - Animal Control						
500 - Personnel Services	0.00	0.00	0.00	0.00	159,288.45	0.00
520 - Commodities	0.00	0.00	0.00	0.00	32,250.00	0.00
530 - Contractual Services	0.00	0.00	0.00	0.00	32,100.00	0.00
560 - Other Services	0.00	0.00	0.00	0.00	7,500.00	0.00
600 - Capital Outlays	0.00	0.00	0.00	0.00	76,800.00	0.00
Department: 85 - Animal Control Total:	**0.00**	**0.00**	**0.00**	**0.00**	**307,938.45**	**0.00**
Department: 90 - Police Expenditures						
500 - Personnel Services	3,867,750.00	3,819,992.93	4,955,832.85	3,305,943.61	5,022,173.94	0.00
520 - Commodities	215,650.00	213,654.03	271,500.00	225,803.19	352,600.00	0.00
530 - Contractual Services	273,840.00	261,798.61	422,700.00	329,710.18	422,700.00	0.00
560 - Other Services	96,875.00	95,396.64	112,314.89	99,853.44	116,314.89	0.00
600 - Capital Outlays	20,000.00	18,173.30	260,000.00	167,584.92	43,126.54	0.00
Department: 90 - Police Expenditures Total:	**4,474,115.00**	**4,409,015.51**	**6,022,347.74**	**4,128,895.34**	**5,956,915.37**	**0.00**
Department: 95 - Transfer-Out Expenditures						
850 - Transfer-Out	690,000.00	650,000.00	612,500.00	612,500.00	0.00	0.00
Department: 95 - Transfer-Out Expenditures Total:	**690,000.00**	**650,000.00**	**612,500.00**	**612,500.00**	**0.00**	**0.00**
Expense Total:	**14,120,946.00**	**13,060,238.92**	**16,025,098.92**	**11,076,793.97**	**15,692,443.01**	**0.00**
Fund: 10 - General Fund Surplus (Deficit):	**0.00**	**886,719.44**	**0.00**	**3,724,137.65**	**0.00**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 12 - Vehicle/Equipment Replacement Fund						
Revenue						
Department: 07 - Other Source Revenues						
430 - Other Source	0.00	0.00	0.00	12,547.85	0.00	0.00
Department: 07 - Other Source Revenues Total:	**0.00**	**0.00**	**0.00**	**12,547.85**	**0.00**	**0.00**
Department: 09 - Transfer-In Revenues						
495 - Transfer-In	280,000.00	280,000.00	280,000.00	280,000.00	280,000.00	0.00
Department: 09 - Transfer-In Revenues Total:	**280,000.00**	**280,000.00**	**280,000.00**	**280,000.00**	**280,000.00**	**0.00**
Revenue Total:	**280,000.00**	**280,000.00**	**280,000.00**	**292,547.85**	**280,000.00**	**0.00**
Expense						
Department: 10 - Administration Expenditure						
560 - Other Services	0.00	147,757.00	0.00	0.00	150,000.00	0.00
Department: 10 - Administration Expenditure Total:	**0.00**	**147,757.00**	**0.00**	**0.00**	**150,000.00**	**0.00**
Department: 91 - Projects Revenue						
600 - Capital Outlays	280,000.00	0.00	280,000.00	97,986.50	130,000.00	0.00
Department: 91 - Projects Revenue Total:	**280,000.00**	**0.00**	**280,000.00**	**97,986.50**	**130,000.00**	**0.00**
Expense Total:	**280,000.00**	**147,757.00**	**280,000.00**	**97,986.50**	**280,000.00**	**0.00**
Fund: 12 - Vehicle/Equipment Replacement Fund Surplus (Deficit):	**0.00**	**132,243.00**	**0.00**	**194,561.35**	**0.00**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 30 - Debt Service Fund						
Revenue						
Department: 01 - Ad Valorem Tax Revenues						
400 - Ad Valorem Tax	3,035,000.00	3,001,726.23	3,825,248.00	4,055,338.38	4,205,244.07	0.00
Department: 01 - Ad Valorem Tax Revenues Total:	**3,035,000.00**	**3,001,726.23**	**3,825,248.00**	**4,055,338.38**	**4,205,244.07**	**0.00**
Department: 06 - Interest Revenues						
460 - Interest	7,500.00	49,373.44	7,500.00	47,605.23	50,000.00	0.00
Department: 06 - Interest Revenues Total:	**7,500.00**	**49,373.44**	**7,500.00**	**47,605.23**	**50,000.00**	**0.00**
Department: 07 - Other Source Revenues						
430 - Other Source	0.00	0.00	0.00	0.00	0.00	0.00
Department: 07 - Other Source Revenues Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Department: 09 - Transfer-In Revenues						
495 - Transfer-In	0.00	0.00	0.00	0.00	916,674.97	0.00
Department: 09 - Transfer-In Revenues Total:	**0.00**	**0.00**	**0.00**	**0.00**	**916,674.97**	**0.00**
Revenue Total:	**3,042,500.00**	**3,051,099.67**	**3,832,748.00**	**4,102,943.61**	**5,171,919.04**	**0.00**
Expense						
Department: 91 - Projects Revenue						
650 - Other Sources (Uses)	3,042,500.00	3,053,204.84	3,832,748.00	2,069,413.77	6,171,919.04	0.00
Department: 91 - Projects Revenue Total:	**3,042,500.00**	**3,053,204.84**	**3,832,748.00**	**2,069,413.77**	**6,171,919.04**	**0.00**
Expense Total:	**3,042,500.00**	**3,053,204.84**	**3,832,748.00**	**2,069,413.77**	**6,171,919.04**	**0.00**
Fund: 30 - Debt Service Fund Surplus (Deficit):	**0.00**	**-2,105.17**	**0.00**	**2,033,529.84**	**-1,000,000.00**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 40 - Utilities Fund						
Revenue						
Department: 07 - Other Source Revenues						
430 - Other Source	7,500.00	256,820.95	0.00	3,407.36	400,000.00	0.00
Department: 07 - Other Source Revenues Total:	**7,500.00**	**256,820.95**	**0.00**	**3,407.36**	**400,000.00**	**0.00**
Department: 08 - Utility Revenues						
430 - Other Source	270,000.00	1,500,348.48	0.00	0.00	0.00	0.00
450 - Other Source	1,495,261.00	1,754,790.93	2,069,693.55	1,859,810.82	2,197,693.55	0.00
Department: 08 - Utility Revenues Total:	**1,765,261.00**	**3,255,139.41**	**2,069,693.55**	**1,859,810.82**	**2,197,693.55**	**0.00**
Department: 09 - Transfer-In Revenues						
495 - Transfer-In	0.00	0.00	30,000.00	30,000.00	30,000.00	0.00
Department: 09 - Transfer-In Revenues Total:	**0.00**	**0.00**	**30,000.00**	**30,000.00**	**30,000.00**	**0.00**
Revenue Total:	**1,772,761.00**	**3,511,960.36**	**2,099,693.55**	**1,893,218.18**	**2,627,693.55**	**0.00**
Expense						
Department: 10 - Administration Expenditure						
500 - Personnel Services	556,311.00	565,080.94	764,293.55	393,508.02	764,293.55	0.00
520 - Commodities	24,315.00	17,553.88	46,200.00	12,947.32	21,200.00	0.00
530 - Contractual Services	38,450.00	35,978.96	33,600.00	28,777.81	38,600.00	0.00
560 - Other Services	67,185.00	55,923.30	74,000.00	79,310.17	94,000.00	0.00
Department: 10 - Administration Expenditure Total:	**686,261.00**	**674,537.08**	**918,093.55**	**514,543.32**	**918,093.55**	**0.00**
Department: 54 - Water Expenditures						
520 - Commodities	28,500.00	72,430.34	130,000.00	41,564.45	130,000.00	0.00
530 - Contractual Services	131,850.00	168,536.23	174,600.00	134,246.25	174,600.00	0.00
560 - Other Services	131,650.00	135,031.06	150,000.00	77,962.96	550,000.00	0.00
600 - Capital Outlays	382,000.00	372,565.00	270,000.00	0.00	300,000.00	0.00
Department: 54 - Water Expenditures Total:	**674,000.00**	**748,562.63**	**724,600.00**	**253,773.66**	**1,154,600.00**	**0.00**
Department: 56 - Wastewater Expenditures						
520 - Commodities	25,000.00	19,755.15	35,000.00	14,304.80	35,000.00	0.00
530 - Contractual Services	177,700.00	177,515.18	217,000.00	169,369.13	235,000.00	0.00
560 - Other Services	129,800.00	117,015.17	205,000.00	154,701.06	205,000.00	0.00
Department: 56 - Wastewater Expenditures Total:	**332,500.00**	**314,285.50**	**457,000.00**	**338,374.99**	**475,000.00**	**0.00**
Department: 95 - Transfer-Out Expenditures						
850 - Transfer-Out	80,000.00	80,000.00	0.00	0.00	80,000.00	0.00
Department: 95 - Transfer-Out Expenditures Total:	**80,000.00**	**80,000.00**	**0.00**	**0.00**	**80,000.00**	**0.00**
Expense Total:	**1,772,761.00**	**1,817,385.21**	**2,099,693.55**	**1,106,691.97**	**2,627,693.55**	**0.00**
Fund: 40 - Utilities Fund Surplus (Deficit):	**0.00**	**1,694,575.15**	**0.00**	**786,526.21**	**0.00**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 45 - Community Impact Fee Fund						
Revenue						
Department: 06 - Interest Revenues						
460 - Interest	0.00	0.00	0.00	0.00	0.00	0.00
Department: 06 - Interest Revenues Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Department: 08 - Utility Revenues						
450 - Other Source	210,000.00	86,087.00	250,000.00	3,813,470.00	550,000.00	0.00
Department: 08 - Utility Revenues Total:	**210,000.00**	**86,087.00**	**250,000.00**	**3,813,470.00**	**550,000.00**	**0.00**
Revenue Total:	**210,000.00**	**86,087.00**	**250,000.00**	**3,813,470.00**	**550,000.00**	**0.00**
Expense						
Department: 10 - Administration Expenditure						
560 - Other Services	0.00	0.00	0.00	0.00	0.00	0.00
Department: 10 - Administration Expenditure Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Department: 95 - Transfer-Out Expenditures						
850 - Transfer-Out	210,000.00	233,907.00	250,000.00	0.00	550,000.00	0.00
Department: 95 - Transfer-Out Expenditures Total:	**210,000.00**	**233,907.00**	**250,000.00**	**0.00**	**550,000.00**	**0.00**
Expense Total:	**210,000.00**	**233,907.00**	**250,000.00**	**0.00**	**550,000.00**	**0.00**
Fund: 45 - Community Impact Fee Fund Surplus (Deficit):	**0.00**	**-147,820.00**	**0.00**	**3,813,470.00**	**0.00**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 50 - Capital Projects Fund						
Revenue						
Department: 06 - Interest Revenues						
460 - Interest	25,000.00	1,320,382.15	25,000.00	2,458,048.16	2,000,000.00	0.00
Department: 06 - Interest Revenues Total:	**25,000.00**	**1,320,382.15**	**25,000.00**	**2,458,048.16**	**2,000,000.00**	**0.00**
Department: 07 - Other Source Revenues						
430 - Other Source	158,400.00	35,731,745.79	53,762,206.93	50,727,876.85	100,000.00	0.00
495 - Transfer-In	0.00	233,907.00	0.00	0.00	0.00	0.00
Department: 07 - Other Source Revenues Total:	**158,400.00**	**35,965,652.79**	**53,762,206.93**	**50,727,876.85**	**100,000.00**	**0.00**
Department: 09 - Transfer-In Revenues						
495 - Transfer-In	47,409,069.00	12,059,069.00	46,110,497.40	45,860,497.40	90,361,944.94	0.00
Department: 09 - Transfer-In Revenues Total:	**47,409,069.00**	**12,059,069.00**	**46,110,497.40**	**45,860,497.40**	**90,361,944.94**	**0.00**
Revenue Total:	**47,592,469.00**	**49,345,103.94**	**99,897,704.33**	**99,046,422.41**	**92,461,944.94**	**0.00**
Expense						
Department: 91 - Projects Revenue						
170 - Fixed Assets	0.00	0.00	60,000.00	733.28	59,266.72	0.00
600 - Capital Outlays	47,762,397.00	3,982,878.85	99,604,426.82	8,434,638.23	92,173,678.22	0.00
Department: 91 - Projects Revenue Total:	**47,762,397.00**	**3,982,878.85**	**99,664,426.82**	**8,435,371.51**	**92,232,944.94**	**0.00**
Department: 95 - Transfer-Out Expenditures						
850 - Transfer-Out	0.00	0.00	0.00	0.00	229,000.00	0.00
Department: 95 - Transfer-Out Expenditures Total:	**0.00**	**0.00**	**0.00**	**0.00**	**229,000.00**	**0.00**
Expense Total:	**47,762,397.00**	**3,982,878.85**	**99,664,426.82**	**8,435,371.51**	**92,461,944.94**	**0.00**
Fund: 50 - Capital Projects Fund Surplus (Deficit):	**-169,928.00**	**45,362,225.09**	**233,277.51**	**90,611,050.90**	**0.00**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 55 - Parks Fund						
Revenue						
Department: 09 - Transfer-In Revenues						
495 - Transfer-In	333,100.00	308,100.00	308,100.00	308,100.00	0.00	0.00
Department: 09 - Transfer-In Revenues Total:	**333,100.00**	**308,100.00**	**308,100.00**	**308,100.00**	**0.00**	**0.00**
Revenue Total:	**333,100.00**	**308,100.00**	**308,100.00**	**308,100.00**	**0.00**	**0.00**
Expense						
Department: 55 - Park Operations Expenditures						
520 - Commodities	0.00	0.00	0.00	0.00	0.00	0.00
530 - Contractual Services	83,100.00	56,049.04	600.00	620.30	0.00	0.00
600 - Capital Outlays	250,000.00	99.99	307,500.00	273,922.50	0.00	0.00
Department: 55 - Park Operations Expenditures Total:	**333,100.00**	**56,149.03**	**308,100.00**	**274,542.80**	**0.00**	**0.00**
Expense Total:	**333,100.00**	**56,149.03**	**308,100.00**	**274,542.80**	**0.00**	**0.00**
Fund: 55 - Parks Fund Surplus (Deficit):	**0.00**	**251,950.97**	**0.00**	**33,557.20**	**0.00**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 60 - Hotel/Motel Tax Fund						
Revenue						
Department: 02 - Miscellaneous Tax Revenues						
403 - Miscellaneous Tax	45,000.00	81,895.23	45,000.00	61,304.85	45,000.00	0.00
Department: 02 - Miscellaneous Tax Revenues Total:	**45,000.00**	**81,895.23**	**45,000.00**	**61,304.85**	**45,000.00**	**0.00**
Revenue Total:	**45,000.00**	**81,895.23**	**45,000.00**	**61,304.85**	**45,000.00**	**0.00**
Expense						
Department: 10 - Administration Expenditure						
560 - Other Services	45,000.00	76.50	45,000.00	1,500.00	45,000.00	0.00
Department: 10 - Administration Expenditure Total:	**45,000.00**	**76.50**	**45,000.00**	**1,500.00**	**45,000.00**	**0.00**
Expense Total:	**45,000.00**	**76.50**	**45,000.00**	**1,500.00**	**45,000.00**	**0.00**
Fund: 60 - Hotel/Motel Tax Fund Surplus (Deficit):	**0.00**	**81,818.73**	**0.00**	**59,804.85**	**0.00**	**0.00**

Categor…	**2022-2023 Total Budget**	**2022-2023 Total Activity**	**2023-2024 Total Budget**	**2023-2024 Total Activity**	**2024-2025 Total Budget**	**2024-2025 YTD Activity**
Fund: 61 - Municipal Jury Fund						
Revenue						
Department: 05 - Fines and Fees Revenues						
440 - Fines and Fees	150.00	184.84	150.00	309.17	150.00	0.00
Department: 05 - Fines and Fees Revenues Total:	**150.00**	**184.84**	**150.00**	**309.17**	**150.00**	**0.00**
Revenue Total:	**150.00**	**184.84**	**150.00**	**309.17**	**150.00**	**0.00**
Expense						
Department: 10 - Administration Expenditure						
560 - Other Services	150.00	0.00	150.00	0.00	150.00	0.00
Department: 10 - Administration Expenditure Total:	**150.00**	**0.00**	**150.00**	**0.00**	**150.00**	**0.00**
Expense Total:	**150.00**	**0.00**	**150.00**	**0.00**	**150.00**	**0.00**
Fund: 61 - Municipal Jury Fund Surplus (Deficit):	**0.00**	**184.84**	**0.00**	**309.17**	**0.00**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 62 - Court Security Fund						
Revenue						
Department: 05 - Fines and Fees Revenues						
440 - Fines and Fees	7,000.00	9,313.10	7,000.00	15,359.04	7,000.00	0.00
Department: 05 - Fines and Fees Revenues Total:	**7,000.00**	**9,313.10**	**7,000.00**	**15,359.04**	**7,000.00**	**0.00**
Department: 09 - Transfer-In Revenues						
495 - Transfer-In	8,000.00	-8,000.00	0.00	0.00	0.00	0.00
Department: 09 - Transfer-In Revenues Total:	**8,000.00**	**-8,000.00**	**0.00**	**0.00**	**0.00**	**0.00**
Revenue Total:	**15,000.00**	**1,313.10**	**7,000.00**	**15,359.04**	**7,000.00**	**0.00**
Expense						
Department: 10 - Administration Expenditure						
520 - Commodities	8,000.00	0.00	3,000.00	0.00	3,000.00	0.00
530 - Contractual Services	6,500.00	0.00	3,500.00	0.00	3,500.00	0.00
560 - Other Services	500.00	0.00	500.00	0.00	500.00	0.00
Department: 10 - Administration Expenditure Total:	**15,000.00**	**0.00**	**7,000.00**	**0.00**	**7,000.00**	**0.00**
Expense Total:	**15,000.00**	**0.00**	**7,000.00**	**0.00**	**7,000.00**	**0.00**
Fund: 62 - Court Security Fund Surplus (Deficit):	**0.00**	**1,313.10**	**0.00**	**15,359.04**	**0.00**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 63 - Truancy Prevention Fund						
Revenue						
Department: 05 - Fines and Fees Revenues						
440 - Fines and Fees	5,500.00	10,382.54	5,500.00	15,474.43	5,500.00	0.00
Department: 05 - Fines and Fees Revenues Total:	**5,500.00**	**10,382.54**	**5,500.00**	**15,474.43**	**5,500.00**	**0.00**
Department: 07 - Other Source Revenues						
430 - Other Source	400.00	1,693.96	400.00	1,280.00	400.00	0.00
Department: 07 - Other Source Revenues Total:	**400.00**	**1,693.96**	**400.00**	**1,280.00**	**400.00**	**0.00**
Revenue Total:	**5,900.00**	**12,076.50**	**5,900.00**	**16,754.43**	**5,900.00**	**0.00**
Expense						
Department: 10 - Administration Expenditure						
520 - Commodities	5,900.00	11,171.81	5,900.00	6,204.69	5,900.00	0.00
530 - Contractual Services	0.00	0.00	0.00	0.00	0.00	0.00
560 - Other Services	0.00	0.00	0.00	0.00	0.00	0.00
Department: 10 - Administration Expenditure Total:	**5,900.00**	**11,171.81**	**5,900.00**	**6,204.69**	**5,900.00**	**0.00**
Expense Total:	**5,900.00**	**11,171.81**	**5,900.00**	**6,204.69**	**5,900.00**	**0.00**
Fund: 63 - Truancy Prevention Fund Surplus (Deficit):	**0.00**	**904.69**	**0.00**	**10,549.74**	**0.00**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 64 - Court Technology Fund						
Revenue						
Department: 05 - Fines and Fees Revenues						
440 - Fines and Fees	5,500.00	7,644.67	6,000.00	12,565.09	6,000.00	0.00
Department: 05 - Fines and Fees Revenues Total:	**5,500.00**	**7,644.67**	**6,000.00**	**12,565.09**	**6,000.00**	**0.00**
Department: 09 - Transfer-In Revenues						
495 - Transfer-In	4,500.00	4,500.00	1,000.00	1,000.00	1,000.00	0.00
Department: 09 - Transfer-In Revenues Total:	**4,500.00**	**4,500.00**	**1,000.00**	**1,000.00**	**1,000.00**	**0.00**
Revenue Total:	**10,000.00**	**12,144.67**	**7,000.00**	**13,565.09**	**7,000.00**	**0.00**
Expense						
Department: 10 - Administration Expenditure						
520 - Commodities	7,500.00	6,842.83	2,500.00	369.99	2,500.00	0.00
530 - Contractual Services	2,500.00	167.63	4,500.00	0.00	4,500.00	0.00
Department: 10 - Administration Expenditure Total:	**10,000.00**	**7,010.46**	**7,000.00**	**369.99**	**7,000.00**	**0.00**
Expense Total:	**10,000.00**	**7,010.46**	**7,000.00**	**369.99**	**7,000.00**	**0.00**
Fund: 64 - Court Technology Fund Surplus (Deficit):	**0.00**	**5,134.21**	**0.00**	**13,195.10**	**0.00**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 65 - Law Enforcement Fund						
Revenue						
Department: 07 - Other Source Revenues						
430 - Other Source	1,000.00	3,376.10	1,000.00	0.00	1,000.00	0.00
Department: 07 - Other Source Revenues Total:	**1,000.00**	**3,376.10**	**1,000.00**	**0.00**	**1,000.00**	**0.00**
Revenue Total:	**1,000.00**	**3,376.10**	**1,000.00**	**0.00**	**1,000.00**	**0.00**
Expense						
Department: 90 - Police Expenditures						
520 - Commodities	1,000.00	0.00	1,000.00	0.00	1,000.00	0.00
Department: 90 - Police Expenditures Total:	**1,000.00**	**0.00**	**1,000.00**	**0.00**	**1,000.00**	**0.00**
Expense Total:	**1,000.00**	**0.00**	**1,000.00**	**0.00**	**1,000.00**	**0.00**
Fund: 65 - Law Enforcement Fund Surplus (Deficit):	**0.00**	**3,376.10**	**0.00**	**0.00**	**0.00**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 67 - PEG Fee Fund						
Revenue						
Department: 03 - Franchise Fees Revenues						
410 - Franchise Fee	10,000.00	13,177.65	10,000.00	-213.97	10,000.00	0.00
Department: 03 - Franchise Fees Revenues Total:	**10,000.00**	**13,177.65**	**10,000.00**	**-213.97**	**10,000.00**	**0.00**
Department: 09 - Transfer-In Revenues						
495 - Transfer-In	40,000.00	40,000.00	40,000.00	40,000.00	40,000.00	0.00
Department: 09 - Transfer-In Revenues Total:	**40,000.00**	**40,000.00**	**40,000.00**	**40,000.00**	**40,000.00**	**0.00**
Revenue Total:	**50,000.00**	**53,177.65**	**50,000.00**	**39,786.03**	**50,000.00**	**0.00**
Expense						
Department: 10 - Administration Expenditure						
600 - Capital Outlays	50,000.00	0.00	50,000.00	0.00	50,000.00	0.00
Department: 10 - Administration Expenditure Total:	**50,000.00**	**0.00**	**50,000.00**	**0.00**	**50,000.00**	**0.00**
Expense Total:	**50,000.00**	**0.00**	**50,000.00**	**0.00**	**50,000.00**	**0.00**
Fund: 67 - PEG Fee Fund Surplus (Deficit):	**0.00**	**53,177.65**	**0.00**	**39,786.03**	**0.00**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 80 - SMDA Fund						
Revenue						
Department: 06 - Interest Revenues						
460 - Interest	1,000.00	23,805.88	1,000.00	23,034.76	1,000.00	0.00
Department: 06 - Interest Revenues Total:	**1,000.00**	**23,805.88**	**1,000.00**	**23,034.76**	**1,000.00**	**0.00**
Department: 09 - Transfer-In Revenues						
495 - Transfer-In	150,000.00	1,051,982.99	1,711,500.00	1,493,272.87	2,527,022.00	0.00
Department: 09 - Transfer-In Revenues Total:	**150,000.00**	**1,051,982.99**	**1,711,500.00**	**1,493,272.87**	**2,527,022.00**	**0.00**
Revenue Total:	**151,000.00**	**1,075,788.87**	**1,712,500.00**	**1,516,307.63**	**2,528,022.00**	**0.00**
Expense						
Department: 10 - Administration Expenditure						
530 - Contractual Services	5,000.00	100,000.00	65,000.00	61,575.00	65,000.00	0.00
Department: 10 - Administration Expenditure Total:	**5,000.00**	**100,000.00**	**65,000.00**	**61,575.00**	**65,000.00**	**0.00**
Department: 91 - Projects Revenue						
600 - Capital Outlays	146,000.00	0.00	0.00	0.00	845,402.00	0.00
650 - Other Sources (Uses)	0.00	0.00	0.00	0.00	1,088,075.00	0.00
Department: 91 - Projects Revenue Total:	**146,000.00**	**0.00**	**0.00**	**0.00**	**1,933,477.00**	**0.00**
Department: 95 - Transfer-Out Expenditures						
850 - Transfer-Out	0.00	476,010.00	363,135.00	363,135.00	529,545.00	0.00
Department: 95 - Transfer-Out Expenditures Total:	**0.00**	**476,010.00**	**363,135.00**	**363,135.00**	**529,545.00**	**0.00**
Expense Total:	**151,000.00**	**576,010.00**	**428,135.00**	**424,710.00**	**2,528,022.00**	**0.00**
Fund: 80 - SMDA Fund Surplus (Deficit):	**0.00**	**499,778.87**	**1,284,365.00**	**1,091,597.63**	**0.00**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 81 - TIRZ #3 Fund						
Revenue						
Department: 01 - Ad Valorem Tax Revenues						
400 - Ad Valorem Tax	376,500.00	749,031.63	1,671,500.00	1,493,272.97	2,487,022.00	0.00
Department: 01 - Ad Valorem Tax Revenues Total:	**376,500.00**	**749,031.63**	**1,671,500.00**	**1,493,272.97**	**2,487,022.00**	**0.00**
Department: 02 - Miscellaneous Tax Revenues						
403 - Miscellaneous Tax	0.00	35,107.31	40,000.00	0.00	40,000.00	0.00
Department: 02 - Miscellaneous Tax Revenues Total:	**0.00**	**35,107.31**	**40,000.00**	**0.00**	**40,000.00**	**0.00**
Department: 06 - Interest Revenues						
460 - Interest	0.00	0.00	0.00	0.00	0.00	0.00
Department: 06 - Interest Revenues Total:	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Department: 09 - Transfer-In Revenues						
495 - Transfer-In	40,000.00	0.00	0.00	0.00	0.00	0.00
Department: 09 - Transfer-In Revenues Total:	**40,000.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Revenue Total:	**416,500.00**	**784,138.94**	**1,711,500.00**	**1,493,272.97**	**2,527,022.00**	**0.00**
Expense						
Department: 95 - Transfer-Out Expenditures						
850 - Transfer-Out	416,500.00	1,051,982.99	1,711,500.00	1,493,272.87	2,527,022.00	0.00
Department: 95 - Transfer-Out Expenditures Total:	**416,500.00**	**1,051,982.99**	**1,711,500.00**	**1,493,272.87**	**2,527,022.00**	**0.00**
Expense Total:	**416,500.00**	**1,051,982.99**	**1,711,500.00**	**1,493,272.87**	**2,527,022.00**	**0.00**
Fund: 81 - TIRZ #3 Fund Surplus (Deficit):	**0.00**	**-267,844.05**	**0.00**	**0.10**	**0.00**	**0.00**

Categor…	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
Fund: 90 - Manvel Economic Development Fund						
Revenue						
Department: 02 - Miscellaneous Tax Revenues						
403 - Miscellaneous Tax	1,200,000.00	1,235,877.02	1,200,000.00	996,915.31	1,600,000.00	0.00
Department: 02 - Miscellaneous Tax Revenues Total:	**1,200,000.00**	**1,235,877.02**	**1,200,000.00**	**996,915.31**	**1,600,000.00**	**0.00**
Department: 06 - Interest Revenues						
460 - Interest	5,000.00	201,215.38	100,000.00	235,529.43	177,000.00	0.00
Department: 06 - Interest Revenues Total:	**5,000.00**	**201,215.38**	**100,000.00**	**235,529.43**	**177,000.00**	**0.00**
Department: 09 - Transfer-In Revenues						
495 - Transfer-In	407,500.00	0.00	500,000.00	500,000.00	500,000.00	0.00
Department: 09 - Transfer-In Revenues Total:	**407,500.00**	**0.00**	**500,000.00**	**500,000.00**	**500,000.00**	**0.00**
Revenue Total:	**1,612,500.00**	**1,437,092.40**	**1,800,000.00**	**1,732,444.74**	**2,277,000.00**	**0.00**
Expense						
Department: 10 - Administration Expenditure						
520 - Commodities	500.00	0.00	500.00	0.00	500.00	0.00
530 - Contractual Services	15,000.00	2,990.00	15,300.00	3,100.00	17,000.00	0.00
560 - Other Services	17,000.00	7,470.00	17,500.00	2,227.00	19,500.00	0.00
600 - Capital Outlays	1,580,000.00	0.00	1,766,700.00	0.00	2,240,000.00	0.00
Department: 10 - Administration Expenditure Total:	**1,612,500.00**	**10,460.00**	**1,800,000.00**	**5,327.00**	**2,277,000.00**	**0.00**
Expense Total:	**1,612,500.00**	**10,460.00**	**1,800,000.00**	**5,327.00**	**2,277,000.00**	**0.00**
Fund: 90 - Manvel Economic Development Fund Surplus (Deficit):	**0.00**	**1,426,632.40**	**0.00**	**1,727,117.74**	**0.00**	**0.00**
Report Surplus (Deficit):	**-169,928.00**	**49,982,265.02**	**1,517,642.51**	**104,154,552.55**	**-1,000,000.00**	**0.00**

Fund Summary

Defined Budgets

Fund	2022-2023 Total Budget	2022-2023 Total Activity	2023-2024 Total Budget	2023-2024 Total Activity	2024-2025 Total Budget	2024-2025 YTD Activity
10 - General Fund	0.00	886,719.44	0.00	3,724,137.65	0.00	0.00
12 - Vehicle/Equipment Replacement Fund	0.00	132,243.00	0.00	194,561.35	0.00	0.00
30 - Debt Service Fund	0.00	-2,105.17	0.00	2,033,529.84	-1,000,000.00	0.00
40 - Utilities Fund	0.00	1,694,575.15	0.00	786,526.21	0.00	0.00
45 - Community Impact Fee Fund	0.00	-147,820.00	0.00	3,813,470.00	0.00	0.00
50 - Capital Projects Fund	-169,928.00	45,362,225.09	233,277.51	90,611,050.90	0.00	0.00
55 - Parks Fund	0.00	251,950.97	0.00	33,557.20	0.00	0.00
60 - Hotel/Motel Tax Fund	0.00	81,818.73	0.00	59,804.85	0.00	0.00
61 - Municipal Jury Fund	0.00	184.84	0.00	309.17	0.00	0.00
62 - Court Security Fund	0.00	1,313.10	0.00	15,359.04	0.00	0.00
63 - Truancy Prevention Fund	0.00	904.69	0.00	10,549.74	0.00	0.00
64 - Court Technology Fund	0.00	5,134.21	0.00	13,195.10	0.00	0.00
65 - Law Enforcement Fund	0.00	3,376.10	0.00	0.00	0.00	0.00
67 - PEG Fee Fund	0.00	53,177.65	0.00	39,786.03	0.00	0.00
80 - SMDA Fund	0.00	499,778.87	1,284,365.00	1,091,597.63	0.00	0.00
81 - TIRZ #3 Fund	0.00	-267,844.05	0.00	0.10	0.00	0.00
90 - Manvel Economic Development Fund	0.00	1,426,632.40	0.00	1,727,117.74	0.00	0.00
Report Surplus (Deficit):	**-169,928.00**	**49,982,265.02**	**1,517,642.51**	**104,154,552.55**	**-1,000,000.00**	**0.00**

SECTION 3
BCAD
CERTIFIED APPRAISAL ROLL

BRAZORIA COUNTY APPRAISAL DISTRICT

CHIEF APPRAISER
Marcel Pierel III
500 North Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

CERTIFICATION OF THE 2024 APPRAISAL ROLL FOR

CMV - CITY OF MANVEL

In compliance with Section 26.01 of the State Property Tax Laws, "submission of rolls to taxing units," notice is hereby given to-wit:

The Brazoria County Appraisal Review Board meeting on **July 19th, 2024**, duly approved the **2024** Appraisal Rolls for your entity for certification as follows:

TAXABLE VALUE FOR 2024 APPRAISAL ROLL

TOTAL TAXABLE VALUE	$2,010,336,642

ESTIMATED TAXABLE VALUE FOR THE 2024 SUPPLEMENTAL ROLL
(properties still under protest)

B.C.A.D. APPRAISED VALUE	*VALUE CLAIMED BY OWNER
$156,220,657	$140,598,591

SUMMARY

TAXABLE VALUE FOR 2024 APPRAISAL ROLL	$2,010,336,642
*ESTIMATED TAXABLE VALUE FOR 2024 SUPPLEMENTAL ROLL	$140,598,591
NET TAXABLE VALUE	**$2,150,935,233**

I, Marcel Pierel III, Chief Appraiser for the Brazoria County Appraisal District, do hereby certify the correctness of the rolls as approved by the Appraisal Review Board's action.

July 25th, 2024

Marcel Pierel III, *Chief Appraiser*

Entity Tax Collector: Ms. Kristin Bulanek

SECTION 4
BCAD
TAX RATE NOTICE

Notice About 2024 Tax Rates

Property tax rates in CITY OF MANVEL.

This notice concerns the 2024 property tax rates for CITY OF MANVEL. This notice provides information about two tax rates used in adopting the current tax year's tax rate. The no-new-revenue tax rate would Impose the same amount of taxes as last year if you compare properties taxed in both years. In most cases, the voter-approval tax rate is the highest tax rate a taxing unit can adopt without holding an election. In each case, these rates are calculated by dividing the total amount of taxes by the current taxable value with adjustments as required by state law. The rates are given per $100 of property value.

This year's no-new-revenue tax rate	$0.507231/$100
This year's voter-approval tax rate	$0.606924/$100

To see the full calculations, please visit https://www.brazoriacountytx.gov/departments/tax-office/property-taxes/truth-in-taxation-worksheets for a copy of the Tax Rate Calculation Worksheet.

Unencumbered Fund Balance

The following estimated balances will be left in the taxing unit's accounts at the end of the fiscal year. These balances are not encumbered by corresponding debt obligation.

Type of Fund	Balance
Maintenance & Operations	7,055,000
Interest & Sinking	400,000

Current Year Debt Service

The following amounts are for long-term debts that are secured by property taxes. These amounts will be paid from upcoming property tax revenues *(or additional sales tax revenues, if applicable).*

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Series 2013	110,000	26,525	500	137,025
Series 2015	240,000	9,600	500	250,100
Series 2016	230,000	79,350	500	309,850
Series 2017	155,000	79,119	500	234,619
Series 2018	440,000	230,669	500	671,169
Series 2019	145,000	76,694	500	222,194
Series 2023	570,000	1,431,956	500	2,002,456
Tax Rebate	725,000	0		725,000

Total required for 2024 debt service	$4,552,413
- Amount (if any) paid from funds listed in unencumbered funds	$0
- Amount (if any) paid from other resources	$0
- Excess collections last year	$0
= Total to be paid from taxes in 2024	$4,552,413
+ Amount added in anticipation that the unit will collect only 99.68% of its taxes in 2024	$14,614
= Total debt levy	$4,567,027

This notice contains a summary of actual no-new-revenue and voter-approval calculations as certified by Kristin R. Bulanek, Brazoria County Tax Assessor-Collector on 07/31/2024 .

Visit Texas.gov/PropertyTaxes to find a link to your local property tax database on which you can easily access information regarding your property taxes, including information about proposed tax rates and scheduled public hearings of each entity that taxes your property.

The 86th Texas Legislature modified the manner in which the voter-approval tax rate is calculated to limit the rate of growth of property taxes in the state.

SECTION 5
PROPERTY TAX SUMMARY

Certified Value	**$ 1,794,131,592**			**$ 356,803,641**		**$ 2,150,935,233**		
No-new-revenue Tax Rate								
M&O	**I&S**	**Total**				**M&O**	**I&S**	**Total**
0.264257	0.242974	0.507231		0.507231		0.264257	0.242974	0.507231
$ 4,741,118	$ 4,359,273	$ 9,100,392		$ 1,809,819		$ 5,683,997	$ 5,226,213	$ 10,910,210
Voter Approval Rate								
M&O	**I&S**	**Total**		**TIRZ #3**		**M&O**	**I&S**	**Total**
0.36395	0.242974	0.606924		0.606924		0.36395	0.242974	0.606924
$ 6,529,742	$ 4,359,273	$ 10,889,015		$ 2,165,527		$ 7,828,329	$ 5,226,213	$ 13,054,542
Proposed Tax Rate .56								
M&O	**I&S**	**Total**		**TIRZ #3**		**M&O**	**I&S**	**Total**
0.317026	0.242974	0.56		0.56		0.317026	0.242974	0.56
$ 5,687,864	$ 4,359,273	$ 10,047,137		$ 1,998,100		$ 6,819,024	$ 5,226,213	$ 12,045,237
Proposed Tax Rate .57								
M&O	**I&S**	**Total**		**TIRZ #3**		**M&O**	**I&S**	**Total**
0.327026	0.242974	0.57		0.57		0.327026	0.242974	0.57
$ 5,867,277	$ 4,359,273	$ 10,226,550		$ 2,033,781		$ 7,034,117	$ 5,226,213	$ 12,260,331
Proposed Tax Rate .58								
M&O	**I&S**	**Total**		**TIRZ #3**		**M&O**	**I&S**	**Total**
0.337026	0.242974	0.58		0.58		0.337026	0.242974	0.58
$ 6,046,690	$ 4,359,273	$ 10,405,963		$ 2,069,461		$ 7,249,211	$ 5,226,213	$ 12,475,424
Proposed Tax Rate .59								
M&O	**I&S**	**Total**		**TIRZ #3**		**M&O**	**I&S**	**Total**
0.347026	0.242974	0.59		0.59		0.347026	0.242974	0.59
$ 6,226,103	$ 4,359,273	$ 10,585,376		$ 2,105,141		$ 7,464,305	$ 5,226,213	$ 12,690,518
Proposed Tax Rate .60								
M&O	**I&S**	**Total**		**TIRZ #3**		**M&O**	**I&S**	**Total**
0.357026	0.242974	0.6		0.6		0.357026	0.242974	0.6
$ 6,405,516	$ 4,359,273	$ 10,764,790		$ 2,140,822		$ 7,679,398	$ 5,226,213	$ 12,905,611

SECTION 6
STAFFING REQUESTS INCLUDED

City of Manvel
FY2025 Budget Requests
Staffing Requests Included

	Department	Position	Total Cost w/ Benefits
1	Public Works	Maintenance Technician	$ 67,000
2	Public Works	Heavy Equipment Operator	$ 70,000
3	Public Safety	Animal Control Officer	$ 76,000
4	Public Safety	Patrol Officer	$ 109,000
5	Admin	Legal Assistant	$ 106,000
Total New Staffing Requests Included:			**$ 428,000**

SECTION 7
STAFFING REQUESTS
NOT YET INCLUDED

City of Manvel
FY2025 Budget Requests
Staffing Requests Not Yet Included

	Department	Position	Total Cost w/ Benefits
1	Public Works	Facilities & Fleet Maintenance	$ 109,000
2	Public Works	Project Manager	$ 102,000
3	Public Safety	Patrol Officer	$ 109,000
4	Public Works	Maintenance Technician	$ 67,000
5	Public Works	Utility - Technician	$ 67,000
6	Public Works	Parks Ground Maintenance	$ 68,500
7	Public Works	Utility - Operator	$ 69,000
8	Public Works	Heavy Equipment Operator	$ 70,000
9	Public Works	Utility - Heavy Equipment Operator	$ 70,000
10	City Secretary	Court Clerk	$ 65,000
11	Public Works	Maintenance Technician	$ 67,000
12	Public Works	Utility - Technician	$ 67,000
13	Public Works	Utility - Operator	$ 69,000
14	Public Works	Utility - Heavy Equipment Operator	$ 70,000
15	Public Works	Construction Manager	$ 109,000
16	Public Works	Assistant Director of Public Works	$ 135,000
17	Public Safety	Code Enforcement Officer	$ 76,000
18	Public Safety	Dispatch Supervisor	$ 91,500
19	City Secretary	Prosecutor	$ 150,000
Total New Staffing Requests Not Yet Included:			**$ 1,631,000**

SECTION 8
SUPPLEMENTAL REQUESTS INCLUDED

City of Manvel
FY2025 Budget Requests
Supplemental Requests Included

	Department	Position	Total Cost
1	Public Safety	Equipment	$ 2,500
2	Public Safety	CID Unit	$ 43,127
3	Public Safety	Uniform (jackets)	$ 600
4	Public Safety	Supplies	$ 13,600
5	Public Safety	Rifle Rated Patrol Vests	$ 50,400
6	Public Safety	Halographic Sights for Patrol Rifles	$ 10,000
7	Public Safety	Animal Control Truck	$ 55,000
8	Public Safety	Equipment	$ 21,000
9	Public Safety	Graphics	$ 800
10	Public Safety	MCT Dell toughbook	$ 11,000
11	Public Safety	Motorola APX6000 Portable Radio	$ 6,000
12	Public Safety	Equipment	$ 1,500
13	Public Safety	PD Network Reconfiguration	$ 25,000
14	Public Safety	Servers at PD	$ 104,000
15	Public Safety	Core componet of VDI renewal	$ 14,000
16	Public Safety	Patrol Units -2 Replacements	$ 100,000
17	Public Safety	Emergency Equipment	$ 40,000
Total Supplemental Requests Included:			**$ 498,527**

SECTION 9
SUPPLEMENTAL REQUESTS
NOT YET INCLUDED

City of Manvel
FY2025 Budget Requests
Supplemental Requests Not Yet Included

	Department	Position	Total Cost
1	Admin	TMRS USC	$ 431,000
2	IT	Cloud based IT System	$ 32,000
3	Public Safety	Equipment	$ 5,000
4	Public Safety	Patrol Units	$ 100,000
5	Public Safety	Emergency Equipment	$ 30,000
6	Public Safety	Graphics	$ 1,600
7	Public Safety	Graphics	$ 4,000
8	Public Safety	CID Unit	$ 45,000
9	Public Safety	Shift Diff Pay	$ 37,440
10	Public Safety	FTO Pay	$ 4,800
11	Public Safety	Bilingual Pay	$ 7,200
12	Public Safety	Code Enforcement Truck	$ 45,000
13	Public Safety	Equipment	$ 6,000
14	Public Safety	Graphics	$ 800
15	Public Safety	Equipment	$ 1,500
16	Public Safety	Traffic Control Trailers	$ 50,000
17	Public Safety	Drone	$ 12,000
18	Public Safety	Trunarc Drug Tester	$ 40,000
19	Public Works	Gooseneck Trailer	$ 13,000
20	Public Works	Street Sweeper	$ 225,000
Total Supplemental Requests Not Yet Included:			**$ 1,091,340**

SECTION 10
TMRS
BRAZORIA COUNTY SUMMARY

Texas Municipal Retirement System (TMRS)
Brazoria County Communities
Updated Service Credit (USC) Summary

City	USC	USC COLA	COLA Type	Contributing Members	Population
Pearland	100%	70%	Retroactive	823	125,813
Lake Jackson	100%	70%	Retroactive	245	28,177
Alvin	100%	70%	Retroactive	230	27,098
Angleton	100%	70%	Retroactive	155	19,429
Freeport	100%	70%	Retroactive	135	10,696
Clute	100%	70%	Retroactive	99	10,604
Manvel	**No**	**No**	**N/A**	97	9,992
Sweeny	100%	70%	Retroactive	27	5,000
West Columbia	100%	30%	Non-Retroactive	36	3,905
Richwood	100%	70%	Retroactive	23	3,594
Brazoria	100%	70%	Retroactive	30	3,087
Jones Creek	No	No	N/A	9	2,130
Danbury	No	No	N/A	9	1,649
Iowa Colony	100%	No	N/A	28	1,206
Oyster Creek	100%	No	N/A	22	1,192
Surfside Beach	No	No	N/A	35	863
Liverpool	No	No	N/A	5	424
Quintana	No	No	N/A	8	47

TMRS

Updated Service Credit

FOR MEMBERS

Updated Service Credit (USC) is a TMRS financial credit that can increase your benefit at retirement based on changes in your salary or your city's retirement plan.

Who can receive USC? To receive USC, your city must provide it. To find out if your city does, go to the "For Members" tab on tmrs.com, click on Plan Design, and search for your city.

How is USC Calculated? TMRS calculates USC each January by comparing your current TMRS retirement cash balance to a hypothetical balance using your city's current plan design and your average salary for the last few years. If the hypothetical cash balance is greater, you will be awarded USC.

To determine your average salary, the most recent year of salary isn't used, and the three prior years are averaged together. For example, salaries used to calculate your USC in 2023 would be 2021, 2020, and 2019.

TMRS uses that average monthly salary and your city's current plan to determine what your cash balance would be if you had made that salary and received those benefits for your entire city tenure and received 3% annual interest on your account. A city may also include any time you worked for another TMRS city in the USC calculation.

If that hypothetical cash balance is greater than your actual cash balance, the difference is multiplied by the USC percentage your city has adopted, either 50%, 75%, or 100%. USC earns 5% annual interest and can be replaced by a higher USC in the future.

USC is added to your TMRS cash balance when you retire and is included in retirement estimates that you can run on MyTMRS. You can also call the Member Service Center at 800-924-8677 or schedule an appointment with our Member Education team to review your account.

Member Service Center
800-924-8677
Fax • 512-476-5576

Website
tmrs.com

Mailing Address
P.O. Box 149153
Austin, TX 78714-9153

SECTION 11
BCAD
TAX RATE CALCULATION WORKSHEET

2024 Tax Rate Calculation Worksheet
Taxing Units Other Than School Districts or Water Districts

Form 50-856

CITY OF MANVEL	832-336-4069
Taxing Unit Name	Phone *(area code and number)*
20025 Hwy. 6, Manvel, Texas	www.cityofmanvel.com
Taxing Unit's Address, City, State, ZIP Code	Taxing Unit's Website Address

GENERAL INFORMATION: Tax Code Section 26.04(c) requires an officer or employee designated by the governing body to calculate the no-new-revenue (NNR) tax rate and voter-approval tax rate for the taxing unit. These tax rates are expressed in dollars per $100 of taxable value calculated. The calculation process starts after the chief appraiser delivers to the taxing unit the certified appraisal roll and the estimated values of properties under protest. The designated officer or employee shall certify that the officer or employee has accurately calculated the tax rates and used values shown for the certified appraisal roll or certified estimate. The officer or employee submits the rates to the governing body by Aug. 7 or as soon thereafter as practicable.

School districts do not use this form, but instead use Comptroller Form 50-859 *Tax Rate Calculation Worksheet, School District without Chapter 313 Agreements* or Comptroller Form 50-884 *Tax Rate Calculation Worksheet, School District with Chapter 313 Agreements.*

Water districts as defined under Water Code Section 49.001(1) do not use this form, but instead use Comptroller Form 50-858 *Water District Voter-Approval Tax Rate Worksheet for Low Tax Rate and Developing Districts* or Comptroller Form 50-860 *Developed Water District Voter-Approval Tax Rate Worksheet.*

The Comptroller's office provides this worksheet to assist taxing units in determining tax rates. The information provided in this worksheet is offered as technical assistance and not legal advice. Taxing units should consult legal counsel for interpretations of law regarding tax rate preparation and adoption.

SECTION 1: No-New-Revenue Tax Rate

The NNR tax rate enables the public to evaluate the relationship between taxes for the prior year and for the current year based on a tax rate that would produce the same amount of taxes (no new taxes) if applied to the same properties that are taxed in both years. When appraisal values increase, the NNR tax rate should decrease.

The NNR tax rate for a county is the sum of the NNR tax rates calculated for each type of tax the county levies.

While uncommon, it is possible for a taxing unit to provide an exemption for only maintenance and operations taxes. In this case, the taxing unit will need to calculate the NNR tax rate separately for the maintenance and operations tax and the debt tax, then add the two components together.

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
1.	**Prior year total taxable value.** Enter the amount of the prior year taxable value on the prior year tax roll today. Include any adjustments since last year's certification; exclude Tax Code Section 25.25(d) one-fourth and one-third over-appraisal corrections from these adjustments. Exclude any property value subject to an appeal under Chapter 42 as of July 25 (will add undisputed value in Line 6). This total includes the taxable value of homesteads with tax ceilings (will deduct in Line 2) and the captured value for tax increment financing (adjustment is made by deducting TIF taxes, as reflected in Line 17).[1]		$ 1,978,281,516
2.	**Prior year tax ceilings.** Counties, cities and junior college districts. Enter the prior year total taxable value of homesteads with tax ceilings. These include the homesteads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling provision last year or a prior year for homeowners age 65 or older or disabled, use this step.[2]		$ 0
3.	**Preliminary prior year adjusted taxable value.** Subtract Line 2 from Line 1.		$ 1,978,281,516
4.	**Prior year total adopted tax rate.**		$ 0.560000 /$100
5.	**Prior year taxable value lost because court appeals of ARB decisions reduced the prior year's appraised value.**		
	A. **Original prior year ARB values:**	$ 21,319,466	
	B. **Prior year values resulting from final court decisions:**	- $ 17,600,000	
	C. **Prior year value loss.** Subtract B from A.[3]		$ 3,719,466
6.	**Prior year taxable value subject to an appeal under Chapter 42, as of July 25.**		
	A. **Prior year ARB certified value:**	$ 0	
	B. **Prior year disputed value:**	- $ 0	
	C. **Prior year undisputed value.** Subtract B from A.[4]		$ 0
7.	**Prior year Chapter 42 related adjusted values.** Add Line 5C and Line 6C.		$ 3,719,466

[1] Tex. Tax Code §26.012(14)
[2] Tex. Tax Code §26.012(14)
[3] Tex. Tax Code §26.012(13)
[4] Tex. Tax Code §26.012(13)

Line	No-New-Revenue Tax Rate Worksheet	Amount/Rate
8.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Add Line 3 and Line 7.	$ 1,982,000,982
9.	**Prior year taxable value of property in territory the taxing unit deannexed after Jan. 1, 2024.** Enter the prior year value of property in deannexed territory.[5]	$ 0
10.	**Prior year taxable value lost because property first qualified for an exemption in the current year.** If the taxing unit increased an original exemption, use the difference between the original exempted amount and the increased exempted amount. Do not include value lost due to freeport, goods-in-transit, temporary disaster exemptions. Note that lowering the amount or percentage of an existing exemption in the current year does not create a new exemption or reduce taxable value.	
	A. Absolute exemptions. Use prior year market value: $ 1,363,966	
	B. Partial exemptions. Current year exemption amount or current year percentage exemption times prior year value: + $ 145,471,979	
	C. Value loss. Add A and B.[6]	$ 146,835,945
11.	**Prior year taxable value lost because property first qualified for agricultural appraisal (1-d or 1-d-1), timber appraisal, recreational/ scenic appraisal or public access airport special appraisal in the current year.** Use only properties that qualified for the first time in the current year; do not use proper- ties that qualified in the prior year.	
	A. Prior year market value: $ 1,373,195	
	B. Current year productivity or special appraised value: - $ 14,750	
	C. Value loss. Subtract B from A.[7]	$ 1,358,445
12.	**Total adjustments for lost value.** Add Lines 9, 10C and 11C.	$ 148,194,390
13.	**Prior year captured value of property in a TIF.** Enter the total value of the prior year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the prior year taxes were deposited into the tax increment fund.[8] If the taxing unit has no captured appraised value in line 18D, enter 0.	$ 276,900,018
14.	**Prior year total value.** Subtract Line 12 and Line 13 from Line 8.	$ 1,556,906,574
15.	**Adjusted prior year total levy.** Multiply Line 4 by Line 14 and divide by $100.	$ 8,718,676
16.	**Taxes refunded for years preceding the prior tax year.** Enter the amount of taxes refunded by the taxing unit for tax years preceding the prior tax year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for the prior tax year. This line applies only to tax years preceding the prior tax year.[9]	$ 9,067
17.	**Adjusted prior year levy with refunds and TIF adjustment.** Add Lines 15 and 16.[10]	$ 8,727,743
18.	**Total current year taxable value on the current year certified appraisal roll today.** This value includes only certified values or certified estimate of values and includes the total taxable value of homesteads with tax ceilings (will deduct in Line 20). These homesteads include homeowners age 65 or older or disabled.[11]	
	A. Certified values: $ 2,010,336,642	
	B. Counties: Include railroad rolling stock values certified by the Comptroller's office: + $	
	C. Pollution control and energy storage system exemption: Deduct the value of property exempted for the current tax year for the first time as pollution control or energy storage system property: - $ 0	
	D. Tax increment financing: Deduct the current year captured appraised value of property taxable by a taxing unit in a tax increment financing zone for which the current year taxes will be deposited into the tax increment fund. Do not include any new property value that will be included in Line 23 below.[12] - $ 271,300,935	
	E. Total current year value. Add A and B, then subtract C and D.	$ 1,739,035,707

[5] Tex. Tax Code §26.012(15)
[6] Tex. Tax Code §26.012(15)
[7] Tex. Tax Code §26.012(15)
[8] Tex. Tax Code §26.03(c)
[9] Tex. Tax Code §26.012(13)
[10] Tex. Tax Code §26.012(13)
[11] Tex. Tax Code §26.012, 26.04(c-2)
[12] Tex. Tax Code §26.03(c)

Line	No-New-Revenue Tax Rate Worksheet		Amount/Rate
19.	**Total value of properties under protest or not included on certified appraisal roll.** [13]		
	A. Current year taxable value of properties under protest. The chief appraiser certifies a list of properties still under ARB protest. The list shows the appraisal district's value and the taxpayer's claimed value, if any, or an estimate of the value if the taxpayer wins. For each of the properties under protest, use the lowest of these values. Enter the total value under protest. [14]	$ 140,598,591	
	B. Current year value of properties not under protest or included on certified appraisal roll. The chief appraiser gives taxing units a list of those taxable properties that the chief appraiser knows about but are not included in the appraisal roll certification. These properties also are not on the list of properties that are still under protest. On this list of properties, the chief appraiser includes the market value, appraised value and exemptions for the preceding year and a reasonable estimate of the market value, appraised value and exemptions for the current year. Use the lower market, appraised or taxable value (as appropriate). Enter the total value of property not on the certified roll. [15]	+ $ 0	
	C. Total value under protest or not certified. Add A and B.		$ 140,598,591
20.	**Current year tax ceilings.** Counties, cities and junior colleges enter current year total taxable value of homesteads with tax ceilings. These include the home- steads of homeowners age 65 or older or disabled. Other taxing units enter 0. If your taxing unit adopted the tax ceiling pro- vision in the prior year or a previous year for homeowners age 65 or older or disabled, use this step.[16]		$ 0
21.	**Current year total taxable value.** Add Lines 18E and 19C. Subtract Line 20. [17]		$ 1,879,634,298
22.	**Total current year taxable value of properties in territory annexed after Jan. 1, of the prior year.** Include both real and personal property. Enter the current year value of property in territory annexed. [18]		$ 0
23.	**Total current year taxable value of new improvements and new personal property located in new improvements.** New means the item was not on the appraisal roll in the prior year. An improvement is a building, structure, fixture or fence erected on or affixed to land. New additions to existing improvements may be included if the appraised value can be determined. New personal property in a new improvement must have been brought into the taxing unit after Jan. 1, of the prior year and be located in a new improvement. New improvements **do** include property on which a tax abatement agreement has expired for the current year. [19]		$ 158,973,025
24.	**Total adjustments to the current year taxable value.** Add Lines 22 and 23.		$ 158,973,025
25.	**Adjusted current year taxable value.** Subtract Line 24 from Line 21.		$ 1,720,661,273
26.	**Current year NNR tax rate.** Divide Line 17 by Line 25 and multiply by $100. [20]		$ 0.507231 /$100
27.	**COUNTIES ONLY.** Add together the NNR tax rates for each type of tax the county levies. The total is the current year county NNR tax rate. [21]		$ ______ /$100

SECTION 2: Voter-Approval Tax Rate

The voter-approval tax rate is the highest tax rate that a taxing unit may adopt without holding an election to seek voter approval of the rate. The voter-approval tax rate is split into two separate rates:

1. **Maintenance and Operations (M&O) Tax Rate:** The M&O portion is the tax rate that is needed to raise the same amount of taxes that the taxing unit levied in the prior year plus the applicable percentage allowed by law. This rate accounts for such things as salaries, utilities and day-to-day operations.
2. **Debt Rate:** The debt rate includes the debt service necessary to pay the taxing unit's debt payments in the coming year. This rate accounts for principal and interest on bonds and other debt secured by property tax revenue.

The voter-approval tax rate for a county is the sum of the voter-approval tax rates calculated for each type of tax the county levies. In most cases the voter-approval tax rate exceeds the no-new-revenue tax rate, but occasionally decreases in a taxing unit's debt service will cause the NNR tax rate to be higher than the voter-approval tax rate.

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
28.	**Prior year M&O tax rate.** Enter the prior year M&O tax rate.	$ 0.352393 /$100
29.	**Prior year taxable value, adjusted for actual and potential court-ordered adjustments.** Enter the amount in Line 8 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,982,000,982

[13] Tex. Tax Code §26.01(c) and (d)
[14] Tex. Tax Code §26.01(c)
[15] Tex. Tax Code §26.01(d)
[16] Tex. Tax Code §26.012(6)(B)
[17] Tex. Tax Code §26.012(6)
[18] Tex. Tax Code §26.012(17)
[19] Tex. Tax Code §26.012(17)
[20] Tex. Tax Code §26.04(c)
[21] Tex. Tax Code §26.04(d)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
30.	**Total prior year M&O levy.** Multiply Line 28 by Line 29 and divide by $100	$ 6,984,432
31.	**Adjusted prior year levy for calculating NNR M&O rate.**	
	A. M&O taxes refunded for years preceding the prior tax year. Enter the amount of M&O taxes refunded in the preceding year for taxes before that year. Types of refunds include court decisions, Tax Code Section 25.25(b) and (c) corrections and Tax Code Section 31.11 payment errors. Do not include refunds for tax year 2023. This line applies only to tax years preceding the prior tax year. . . . . + $ 5,845	
	B. Prior year taxes in TIF. Enter the amount of taxes paid into the tax increment fund for a reinvestment zone as agreed by the taxing unit. If the taxing unit has no current year captured appraised value in Line 18D, enter 0. . . . . . . – $ 939,677	
	C. Prior year transferred function. If discontinuing all of a department, function or activity and transferring it to another taxing unit by written contract, enter the amount spent by the taxing unit discontinuing the function in the 12 months preceding the month of this calculation. If the taxing unit did not operate this function for this 12-month period, use the amount spent in the last full fiscal year in which the taxing unit operated the function. The taxing unit discontinuing the function will subtract this amount in D below. The taxing unit receiving the function will add this amount in D below. Other taxing units enter 0. . . . . . . +/- $ 0	
	D. Prior year M&O levy adjustments. Subtract B from A. For taxing unit with C, subtract if discontinuing function and add if receiving function. . . . . . . $ -933,832	
	E. Add Line 30 to 31D.	$ 6,050,600
32.	**Adjusted current year taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,720,661,273
33.	**Current year NNR M&O rate (unadjusted).** Divide Line 31E by Line 32 and multiply by $100.	$ 0.351643 /$100
34.	**Rate adjustment for state criminal justice mandate.** [23]	
	A. Current year state criminal justice mandate. Enter the amount spent by a county in the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. $ 0	
	B. Prior year state criminal justice mandate. Enter the amount spent by a county in the 12 months prior to the previous 12 months providing for the maintenance and operation cost of keeping inmates in county-paid facilities after they have been sentenced. Do not include any state reimbursement received by the county for the same purpose. Enter zero if this is the first time the mandate applies. . . . . . . – $ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100. . . . . . . $ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100
35.	**Rate adjustment for indigent health care expenditures.** [24]	
	A. Current year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year, less any state assistance received for the same purpose. $ 0	
	B. Prior year indigent health care expenditures. Enter the amount paid by a taxing unit providing for the maintenance and operation cost of providing indigent health care for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state assistance received for the same purpose. . . . . . . – $ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100. . . . . . . $ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.	$ 0.000000 /$100

[22] [Reserved for expansion]
[23] Tex. Tax Code §26.044
[24] Tex. Tax Code §26.0441

Line	Voter-Approval Tax Rate Worksheet		Amount/Rate
36.	**Rate adjustment for county indigent defense compensation.** [25]		
	A. Current year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, of the prior tax year and ending on June 30,of the current tax year, less any state grants received by the county for the same purpose.	$ 0	
	B. Prior year indigent defense compensation expenditures. Enter the amount paid by a county to provide appointed counsel for indigent individuals and fund the operations of a public defender's office under Article 26.044, Code of Criminal Procedure for the period beginning on July 1, 2022 and ending on June 30, 2023, less any state grants received by the county for the same purpose.	$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100.	$ 0.000000 /$100	
	D. Multiply B by 0.05 and divide by Line 32 and multiply by $100..	$ 0.000000 /$100	
	E. Enter the lesser of C and D. If not applicable, enter 0.		$ 0.000000 /$100
37.	**Rate adjustment for county hospital expenditures.** [26]		
	A. Current year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, of the prior tax year and ending on June 30, of the current tax year.	$ 0	
	B. Prior year eligible county hospital expenditures. Enter the amount paid by the county or municipality to maintain and operate an eligible county hospital for the period beginning on July 1, 2022 and ending on June 30, 2023.	$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100.	$ 0.000000 /$100	
	D. Multiply B by 0.08 and divide by Line 32 and multiply by $100..	$ 0.000000 /$100	
	E. Enter the lesser of C and D, if applicable. If not applicable, enter 0.		$ 0.000000 /$100
38.	**Rate adjustment for defunding municipality.** This adjustment only applies to a municipality that is considered to be a defunding municipality for the current tax year under Chapter 109, Local Government Code. Chapter 109, Local Government Code only applies to municipalities with a population of more than 250,000 and includes a written determination by the Office of the Governor. See Tax Code Section 26.0444 for more information.		
	A. Amount appropriated for public safety in the prior year. Enter the amount of money appropriated for public safety in the budget adopted by the municipality for the preceding fiscal year	$ 0	
	B. Expenditures for public safety in the prior year. Enter the amount of money spent by the municipality for public safety during the preceding fiscal year	$ 0	
	C. Subtract B from A and divide by Line 32 and multiply by $100	$ 0.000000 /$100	
	D. Enter the rate calculated in C. If not applicable, enter 0.		$ 0.000000 /$100
39.	**Adjusted current year NNR M&O rate.** Add Lines 33, 34D, 35D, 36E, and 37E. Subtract Line 38D.		$ 0.351643 /$100
40.	**Adjustment for prior year sales tax specifically to reduce property taxes.** Cities, counties and hospital districts that collected and spent additional sales tax on M&O expenses in the prior year should complete this line. These entities will deduct the sales tax gain rate for the current year in Section 3. Other taxing units, enter zero.		
	A. Enter the amount of additional sales tax collected and spent on M&O expenses in the prior year, if any. Counties must exclude any amount that was spent for economic development grants from the amount of sales tax spent	$ 0	
	B. Divide Line 40A by Line 32 and multiply by $100	$ 0.000000 /$100	
	C. Add Line 40B to Line 39.		$ 0.351643 /$100
41.	**Current year voter-approval M&O rate.** Enter the rate as calculated by the appropriate scenario below. **Special Taxing Unit.** If the taxing unit qualifies as a special taxing unit, multiply Line 40C by 1.08. **- or -** **Other Taxing Unit.** If the taxing unit does not qualify as a special taxing unit, multiply Line 40C by 1.035.		$ 0.363950 /$100

[25] Tex. Tax Code §26.0442
[26] Tex. Tax Code §26.0443

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
D41.	***Disaster Line 41 (D41):*** **Current year voter-approval M&O rate for taxing unit affected by disaster declaration.** If the taxing unit is located in an area declared a disaster area and at least one person is granted an exemption under Tax Code Section 11.35 for property located in the taxing unit, the governing body may direct the person calculating the voter-approval tax rate to calculate in the manner provided for a special taxing unit. The taxing unit shall continue to calculate the voter-approval tax rate in this manner until the earlier of 1) the first year in which total taxable value on the certified appraisal roll exceeds the total taxable value of the tax year in which the disaster occurred, or 2) the third tax year after the tax year in which the disaster occurred If the taxing unit qualifies under this scenario, multiply Line 40C by 1.08. [27] If the taxing unit does not qualify, do not complete Disaster Line 41 (Line D41).	$ 0.000000/$100
42.	**Total current year debt to be paid with property taxes and additional sales tax revenue.** Debt means the interest and principal that will be paid on debts that: **(1)** are paid by property taxes, **(2)** are secured by property taxes, **(3)** are scheduled for payment over a period longer than one year, and **(4)** are not classified in the taxing unit's budget as M&O expenses. **A. Debt** also includes contractual payments to other taxing units that have incurred debts on behalf of this taxing unit, if those debts meet the four conditions above. Include only amounts that will be paid from property tax revenue. Do not include appraisal district budget payments. If the governing body of a taxing unit authorized or agreed to authorize a bond, warrant, certificate of obligation, or other evidence of indebtedness on or after Sept. 1, 2021, verify if it meets the amended definition of debt before including it here. [28] Enter debt amount .... $ 4,552,413 **B.** Subtract **unencumbered fund amount** used to reduce total debt. .... – $ 0 **C.** Subtract **certified amount spent from sales tax to reduce debt** (enter zero if none) .... – $ 0 **D.** Subtract **amount paid** from other resources .... – $ 0 **E. Adjusted debt.** Subtract B, C and D from A.	$ 4,552,413
43.	**Certified prior year excess debt collections.** Enter the amount certified by the collector. [29]	$ 0
44.	**Adjusted current year debt.** Subtract Line 43 from Line 42E.	$ 4,552,413
45.	**Current year anticipated collection rate.** **A.** Enter the current year anticipated collection rate certified by the collector. [30] .... 99.68 % **B.** Enter the prior year actual collection rate. .... 100.60 % **C.** Enter the 2022 actual collection rate. .... 100.15 % **D.** Enter the 2021 actual collection rate. .... 99.68 % **E.** If the anticipated collection rate in A is lower than actual collection rates in B, C and D, enter the lowest collection rate from B, C and D. If the anticipated rate in A is higher than at least one of the rates in the prior three years, enter the rate from A. Note that the rate can be greater than 100%. [31]	99.68 %
46.	**Current year debt adjusted for collections.** Divide Line 44 by Line 45E.	$ 4,567,027
47.	**Current year total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,879,634,298
48.	**Current year debt rate.** Divide Line 46 by Line 47 and multiply by $100.	$ 0.242974/$100
49.	**Current year voter-approval tax rate.** Add Lines 41 and 48.	$ 0.606924/$100
D49.	***Disaster Line 49 (D49):*** **Current year voter-approval tax rate for taxing unit affected by disaster declaration.** Complete this line if the taxing unit calculated the voter-approval tax rate in the manner provided for a special taxing unit on Line D41. Add Line D41 and 48.	$ 0.000000/$100

[27] Tex. Tax Code §26.042(a)
[28] Tex. Tax Code §26.012(7)
[29] Tex. Tax Code §26.012(10) and 26.04(b)
[30] Tex. Tax Code §26.04(b)
[31] Tex. Tax Code §§26.04(h), (h-1) and (h-2)

Line	Voter-Approval Tax Rate Worksheet	Amount/Rate
50.	**COUNTIES ONLY.** Add together the voter-approval tax rates for each type of tax the county levies. The total is the current year county voter-approval tax rate.	$ 0.000000/$100

SECTION 3: NNR Tax Rate and Voter-Approval Tax Rate Adjustments for Additional Sales Tax to Reduce Property Taxes

Cities, counties and hospital districts may levy a sales tax specifically to reduce property taxes. Local voters by election must approve imposing or abolishing the additional sales tax. If approved, the taxing unit must reduce its NNR and voter-approval tax rates to offset the expected sales tax revenue.

This section should only be completed by a county, city or hospital district that is required to adjust its NNR tax rate and/or voter-approval tax rate because it adopted the additional sales tax.

Line	Additional Sales and Use Tax Worksheet	Amount/Rate
51.	**Taxable Sales.** For taxing units that adopted the sales tax in November of the prior tax year or May of the current tax year, enter the Comptroller's estimate of taxable sales for the previous four quarters. [32] Estimates of taxable sales may be obtained through the Comptroller's Allocation Historical Summary webpage. Taxing units that adopted the sales tax before November of the prior year, enter 0.	$ 0
52.	**Estimated sales tax revenue.** Counties exclude any amount that is or will be spent for economic development grants from the amount of estimated sales tax revenue. [33] **Taxing units that adopted the sales tax in November of the prior tax year or in May of the current tax year.** Multiply the amount on Line 51 by the sales tax rate (.01, .005 or .0025, as applicable) and multiply the result by .95. [34] **- or -** **Taxing units that adopted the sales tax before November of the prior year.** Enter the sales tax revenue for the previous four quarters. Do not multiply by .95.	$ 0
53.	**Current year total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,879,634,298
54.	**Sales tax adjustment rate.** Divide Line 52 by Line 53 and multiply by $100.	$ 0.000000/$100
55.	**Current year NNR tax rate, unadjusted for sales tax.**[35] Enter the rate from Line 26 or 27, as applicable, on the *No-New-Revenue Tax Rate Worksheet*.	$ 0.507231/$100
56.	**Current year NNR tax rate, adjusted for sales tax.** **Taxing units that adopted the sales tax in November the prior tax year or in May of the current tax year.** Subtract Line 54 from Line 55. Skip to Line 57 if you adopted the additional sales tax before November of the prior tax year.	$ 0.507231/$100
57.	**Current year voter-approval tax rate, unadjusted for sales tax.**[36] Enter the rate from Line 49, Line D49 (disaster) or Line 50 (counties) as applicable, of the *Voter-Approval Tax Rate Worksheet*.	$ 0.606924/$100
58.	**Current year voter-approval tax rate, adjusted for sales tax.** Subtract Line 54 from Line 57.	$ 0.606924/$100

SECTION 4: Voter-Approval Tax Rate Adjustment for Pollution Control

A taxing unit may raise its rate for M&O funds used to pay for a facility, device or method for the control of air, water or land pollution. This includes any land, structure, building, installation, excavation, machinery, equipment or device that is used, constructed, acquired or installed wholly or partly to meet or exceed pollution control requirements. The taxing unit's expenses are those necessary to meet the requirements of a permit issued by the Texas Commission on Environmental Quality (TCEQ). The taxing unit must provide the tax assessor with a copy of the TCEQ letter of determination that states the portion of the cost of the installation for pollution control.

This section should only be completed by a taxing unit that uses M&O funds to pay for a facility, device or method for the control of air, water or land pollution.

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
59.	**Certified expenses from the Texas Commission on Environmental Quality (TCEQ).** Enter the amount certified in the determination letter from TCEQ. [37] The taxing unit shall provide its tax assessor-collector with a copy of the letter. [38]	$ 0
60.	**Current year total taxable value.** Enter the amount from Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,879,634,298
61.	**Additional rate for pollution control.** Divide Line 59 by Line 60 and multiply by $100.	$ 0.000000/$100

[32] Tex. Tax Code §26.041(d)
[33] Tex. Tax Code §26.041(i)
[34] Tex. Tax Code §26.041(d)
[35] Tex. Tax Code §26.04(c)
[36] Tex. Tax Code §26.04(c)
[37] Tex. Tax Code §26.045(d)
[38] Tex. Tax Code §26.045(i)

Line	Voter-Approval Rate Adjustment for Pollution Control Requirements Worksheet	Amount/Rate
62.	**Current year voter-approval tax rate, adjusted for pollution control.** Add Line 61 to one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties) or Line 58 (taxing units with the additional sales tax).	$ 0.606924 /$100

SECTION 5: Voter-Approval Tax Rate Adjustment for Unused Increment Rate

The unused increment rate is the rate equal to the sum of the prior 3 years Foregone Revenue Amounts divided by the current taxable value. [39] The Foregone Revenue Amount for each year is equal to that year's adopted tax rate subtracted from that year's voter-approval tax rate adjusted to remove the unused increment rate multiplied by that year's current total value. [40] In a year where a taxing unit adopts a rate by applying any portion of the unused increment rate, the portion of the unused increment rate that was used must be backed out of the calculation for that year.

The difference between the adopted tax rate and adjusted voter-approval tax rate is considered zero in the following scenarios:

- a tax year in which a taxing unit affected by a disaster declaration calculates the tax rate under Tax Code Section 26.042; [41]
- a tax year in which the municipality is a defunding municipality, as defined by Tax Code Section 26.0501(a); [42] or
- after Jan. 1, 2022, a tax year in which the comptroller determines that the county implemented a budget reduction or reallocation described by Local Government Code Section 120.002(a) without the required voter approval. [43]

Individual components can be negative, but the overall rate will be the greater of zero or the calculated rate.

This section should only be completed by a taxing unit that does not meet the definition of a special taxing unit. [44]

Line	Unused Increment Rate Worksheet	Amount/Rate
63.	**Year 3 Foregone Revenue Amount. Subtract the 2023 unused increment rate and 2023 actual tax rate from the 2023 voter-approval tax rate. Multiply the result by the 2023 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.560708 /$100
	B. Unused increment rate (Line 66)	$ 0.034145 /$100
	C. Subtract B from A	$ 0.526563 /$100
	D. Adopted Tax Rate	$ 0.560000 /$100
	E. Subtract D from C	$ -0.033437 /$100
	F. 2023 Total Taxable Value (Line 60)	$ 1,837,727,055
	G. Multiply E by F and divide the results by $100	$ -614,481
64.	**Year 2 Foregone Revenue Amount. Subtract the 2022 unused increment rate and 2022 actual tax rate from the 2022 voter-approval tax rate. Multiply the result by the 2022 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.582048 /$100
	B. Unused increment rate (Line 66)	$ 0.008801 /$100
	C. Subtract B from A	$ 0.573247 /$100
	D. Adopted Tax Rate	$ 0.570000 /$100
	E. Subtract D from C	$ 0.003247 /$100
	F. 2022 Total Taxable Value (Line 60)	$ 1,422,802,074
	G. Multiply E by F and divide the results by $100	$ 46,198
65.	**Year 1 Foregone Revenue Amount. Subtract the 2021 unused increment rate and 2021 actual tax rate from the 2021 voter-approval tax rate. Multiply the result by the 2021 current total value**	
	A. Voter-approval tax rate (Line 67)	$ 0.578801 /$100
	B. Unused increment rate (Line 66)	$ 0.022097 /$100
	C. Subtract B from A	$ 0.556704 /$100
	D. Adopted Tax Rate	$ 0.570000 /$100
	E. Subtract D from C	$ -0.013296 /$100
	F. 2021 Total Taxable Value (Line 60)	$ 1,098,453,451
	G. Multiply E by F and divide the results by $100	$ -146,051
66.	**Total Foregone Revenue Amount.** Add Lines 63G, 64G and 65G	$ 0 /$100
67.	**2024 Unused Increment Rate.** Divide Line 66 by Line 21 of the *No-New-Revenue Rate Worksheet*. Multiply the result by 100	$ 0.000000 /$100
68.	**Total 2024 voter-approval tax rate, including the unused increment rate.** Add Line 67 to one of the following lines (as applicable): Line 49, Line 50 (counties), Line 58 (taxing units with additional sales tax) or Line 62 (taxing units with pollution)	$ 0.606924 /$100

[39] Tex. Tax Code §26.013(b)
[40] Tex. Tax Code §26.013(a)(1-a), (1-b), and (2)
[41] Tex. Tax Code §§26.04(c)(2)(A) and 26.042(a)
[42] Tex. Tax Code §§26.0501(a) and (c)
[43] Tex. Local Gov't Code §120.007(d)
[44] Tex. Local Gov't Code §120.007(d)

SECTION 6: De Minimis Rate

The de minimis rate is the rate equal to the sum of the no-new-revenue maintenance and operations rate, the rate that will raise $500,000, and the current debt rate for a taxing unit. [44]

This section should only be completed by a taxing unit that is a municipality of less than 30,000 or a taxing unit that does not meet the definition of a special taxing unit. [45]

Line	De Minimis Rate Worksheet	Amount/Rate
69.	**Adjusted current year NNR M&O tax rate.** Enter the rate from Line 39 of the *Voter-Approval Tax Rate Worksheet.*	0.351643
70.	**Current year total taxable value.** Enter the amount on Line 21 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,879,634,298
71.	**Rate necessary to impose $500,000 in taxes.** Divide $500,000 by Line 70 and multiply by $100.	$ 0.026600 /$100
72.	**Current year debt rate.** Enter the rate from Line 48 of the *Voter-Approval Tax Rate Worksheet.*	$ 0.242974 /$100
73.	**De minimis rate.** Add Lines 69, 71 and 72.	$ 0.621217 /$100

SECTION 7: Voter-Approval Tax Rate Adjustment for Emergency Revenue Rate

In the tax year after the end of the disaster calculation time period detailed in Tax Code Section 26.042(a), a taxing unit that calculated its voter-approval tax rate in the manner provided for a special taxing unit due to a disaster must calculate its emergency revenue rate and reduce its voter-approval tax rate for that year.[48]

Similarly, if a taxing unit adopted a tax rate that exceeded its voter-approval tax rate, calculated normally, without holding an election to respond to a disaster, as allowed by Tax Code Section 26.042(d), in the prior year, it must also reduce its voter-approval tax rate for the current tax year. [49]

This section will apply to a taxing unit other than a special taxing unit that:

- directed the designated officer or employee to calculate the voter-approval tax rate of the taxing unit in the manner provided for a special taxing unit in the prior year; and
- the current year is the first tax year in which the total taxable value of property taxable by the taxing unit as shown on the appraisal roll for the taxing unit submitted by the assessor for the taxing unit to the governing body exceeds the total taxable value of property taxable by the taxing unit on January 1 of the tax year in which the disaster occurred or the disaster occurred four years ago.This section will apply to a taxing unit in a disaster area that adopted a tax rate greater than its voter-approval tax rate without holding an election in the prior year.

Note: This section does not apply if a taxing unit is continuing to calculate its voter-approval tax rate in the manner provided for a special taxing unit because it is still within the disaster calculation time period detailed in Tax Code Section 26.042(a) because it has not met the conditions in Tax Code Section 26.042(a)(1) or (2).

Line	Emergency Revenue Rate Worksheet	Amount/Rate
74.	**2023 adopted tax rate.** Enter the rate in Line 4 of the *No-New-Revenue Tax Rate Worksheet.*	$ 0.560000 /$100
75.	**Adjusted 2023 voter-approval tax rate.** Use the taxing unit's Tax Rate Calculation Worksheets from the prior year(s) to complete this line. If a disaster occurred in 2023 and the taxing unit calculated its 2023 voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) of the 2023 worksheet due to a disaster, complete the applicable sections or lines of *Form 50-856-a, Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet.* **- or -** If a disaster occurred prior to 2023 for which the taxing unit continued to calculate its voter-approval tax rate using a multiplier of 1.08 on Disaster Line 41 (D41) in 2023, complete form 50-856-a, *Adjusted Voter-Approval Tax Rate for Taxing Units in Disaster Area Calculation Worksheet* to recalculate the voter-approval tax rate the taxing unit would have calculated in 2023 if it had generated revenue based on an adopted tax rate using a multiplier of 1.035 in the years following the disaster. [50] Enter the final adjusted 2023 voter-approval tax rate from the worksheet. **- or -** If the taxing unit adopted a tax rate above the 2023 voter-approval tax rate without calculating a disaster tax rate or holding an election due to a disaster, no recalculation is necessary. Enter the voter-approval tax rate from the prior year's worksheet.	$ 0.000000 /$100
76.	**Increase in 2023 tax rate due to disaster.** Subtract Line 75 from Line 74.	$ 0.000000 /$100
77.	**Adjusted 2023 taxable value.** Enter the amount in Line 14 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,556,906,574
78.	**Emergency revenue.** Multiply Line 76 by Line 77 and divide by $100.	$ 0
79.	**Adjusted 2023 taxable value.** Enter the amount in Line 25 of the *No-New-Revenue Tax Rate Worksheet.*	$ 1,720,661,273
80.	**Emergency revenue rate.** Divide Line 78 by Line 79 and multiply by $100. [51]	$ 0.000000 /$100

[45] Tex. Tax Code §26.04(c)(2)(B)
[46] Tex. Tax Code §26.012(8-a)
[47] Tex. Tax Code §26.063(a)(1)
[48] Tex. Tax Code §26.042(b)
[49] Tex. Tax Code §26.042(f)
[50] Tex. Tax Code §§26.42(c)
[51] Tex. Tax Code §§26.42(b)

Line	Emergency Revenue Rate Worksheet	Amount/Rate
81.	**Current year voter-approval tax rate, adjusted for emergency revenue.** Subtract Line 80 from one of the following lines (as applicable): Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (taxing units with the additional sales tax), Line 62 (taxing units with pollution control) or Line 68 (taxing units with the unused increment rate).	$ 0.606924 /$100

SECTION 8: Total Tax Rate

Indicate the applicable total tax rates as calculated above.

No-new-revenue tax rate. .... $ 0.507231 /$100
As applicable, enter the current year NNR tax rate from: Line 26, Line 27 (counties), or Line 56 (adjusted for sales tax).
Indicate the line number used: 26

Voter-approval tax rate.......... $ 0.606924 /$100
As applicable, enter the current year voter-approval tax rate from: Line 49, Line D49 (disaster), Line 50 (counties), Line 58 (adjusted for sales tax), Line 62 (adjusted for pollution control), Line 68 (adjusted for unused increment), or Line 81 (adjusted for emergency revenue).
Indicate the line number used: 49

De minimis rate........... $ 0.621217 /$100
If applicable, enter the current year de minimis rate from Line 73.

SECTION 9: Taxing Unit Representative Name and Signature

Enter the name of the person preparing the tax rate as authorized by the governing body of the taxing unit. By signing below, you certify that you are the designated officer or employee of the taxing unit and have accurately calculated the tax rates using values that are the same as the values shown in the taxing unit's certified appraisal roll or certified estimate of taxable value, in accordance with requirements in the Tax Code. [52]

print here KRISTIN BULANEK
Printed Name of Taxing Unit Representative

sign here ____________________
Taxing Unit Representative

____
Date

[52] Tex. Tax Code §§26.04(c-2) and (d-2)

Reset Print

SECTION 12
BCAD
CERTIFIED TOTALS

Land		Value			
Homesite:		455,927,757			
Non Homesite:		283,219,874			
Ag Market:		206,846,618			
Timber Market:		0	**Total Land**	(+)	945,994,249
Improvement		**Value**			
Homesite:		1,502,736,014			
Non Homesite:		400,538,980	**Total Improvements**	(+)	1,903,274,994
Non Real	**Count**	**Value**			
Personal Property:	585	133,572,830			
Mineral Property:	1,002	3,551,808			
Autos:	0	0	**Total Non Real**	(+)	137,124,638
			Market Value	=	2,986,393,881
Ag	**Non Exempt**	**Exempt**			
Total Productivity Market:	206,846,618	0			
Ag Use:	743,170	0	**Productivity Loss**	(-)	206,103,448
Timber Use:	0	0	**Appraised Value**	=	2,780,290,433
Productivity Loss:	206,103,448	0			
			Homestead Cap	(-)	111,707,642
			23.231 Cap	(-)	14,565,196
			Assessed Value	=	2,654,017,595
			Total Exemptions Amount (Breakdown on Next Page)	(-)	643,680,953
			Net Taxable	=	2,010,336,642

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
11,257,885.20 = 2,010,336,642 * (0.560000 / 100)

Certified Estimate of Market Value:	2,986,393,881
Certified Estimate of Taxable Value:	2,010,336,642
Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	50	3,724,544	0	3,724,544
DV1	19	0	137,000	137,000
DV2	14	0	114,750	114,750
DV3	29	0	262,000	262,000
DV4	109	0	936,000	936,000
DV4S	2	0	24,000	24,000
DVHS	283	0	135,846,231	135,846,231
DVHSS	7	0	2,385,418	2,385,418
EX-XN	57	0	6,820,490	6,820,490
EX-XV	346	0	290,939,119	290,939,119
EX-XV (Prorated)	3	0	23,909	23,909
EX366	518	0	97,560	97,560
HS	3,796	130,173,250	0	130,173,250
OV65	869	70,431,853	0	70,431,853
OV65S	19	1,485,000	0	1,485,000
SO	9	279,829	0	279,829
	Totals	**206,094,476**	**437,586,477**	**643,680,953**

Land		Value			
Homesite:		32,196,456			
Non Homesite:		43,512,314			
Ag Market:		13,616,090			
Timber Market:		0	**Total Land**	(+)	89,324,860
Improvement		**Value**			
Homesite:		90,659,186			
Non Homesite:		25,347,031	**Total Improvements**	(+)	116,006,217
Non Real	**Count**	**Value**			
Personal Property:	3	78,890			
Mineral Property:	0	0			
Autos:	0	0	**Total Non Real**	(+)	78,890
			Market Value	=	205,409,967
Ag	**Non Exempt**	**Exempt**			
Total Productivity Market:	13,616,090	0			
Ag Use:	54,390	0	**Productivity Loss**	(-)	13,561,700
Timber Use:	0	0	**Appraised Value**	=	191,848,267
Productivity Loss:	13,561,700	0			
			Homestead Cap	(-)	10,337,358
			23.231 Cap	(-)	11,581,330
			Assessed Value	=	169,929,579
			Total Exemptions Amount (Breakdown on Next Page)	(-)	13,708,922
			Net Taxable	=	156,220,657

APPROXIMATE TOTAL LEVY = NET TAXABLE * (TAX RATE / 100)
874,835.68 = 156,220,657 * (0.560000 / 100)

Certified Estimate of Market Value:	155,728,074
Certified Estimate of Taxable Value:	136,334,626
Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

Exemption Breakdown

Exemption	Count	Local	State	Total
DP	4	298,689	0	298,689
DV1	1	0	5,000	5,000
DV2	1	0	7,500	7,500
DV4	3	0	36,000	36,000
DVHS	1	0	343,797	343,797
HS	239	9,200,481	0	9,200,481
OV65	43	3,727,455	0	3,727,455
OV65S	1	90,000	0	90,000
	Totals	**13,316,625**	**392,297**	**13,708,922**

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	4,825	2,854.4211	$89,538,693	$1,883,949,128	$1,442,527,941
B	MULTIFAMILY RESIDENCE	2	9.0000	$0	$481,628	$481,628
C1	VACANT LOTS AND LAND TRACTS	638	593.3894	$0	$42,512,866	$37,914,008
D1	QUALIFIED OPEN-SPACE LAND	382	6,329.7201	$0	$206,846,618	$743,170
D2	IMPROVEMENTS ON QUALIFIED OP	36		$0	$261,590	$261,590
E	RURAL LAND, NON QUALIFIED OPE	418	2,579.9952	$2,173,370	$113,807,516	$97,981,671
F1	COMMERCIAL REAL PROPERTY	126	338.7269	$38,568,189	$208,467,594	$201,623,889
F2	INDUSTRIAL AND MANUFACTURIN	2	37.6210	$0	$1,184,630	$1,184,630
G1	OIL AND GAS	577		$0	$3,532,568	$3,532,568
J1	WATER SYSTEMS	1	0.0926	$0	$2,860	$2,860
J2	GAS DISTRIBUTION SYSTEM	1		$0	$3,536,050	$3,536,050
J3	ELECTRIC COMPANY (INCLUDING C	34	90.5324	$0	$15,399,360	$15,399,360
J4	TELEPHONE COMPANY (INCLUDI	14	3.4080	$0	$2,891,380	$2,891,380
J5	RAILROAD	3	13.5800	$0	$5,484,460	$5,484,460
J6	PIPELAND COMPANY	42		$0	$45,185,150	$45,185,150
J7	CABLE TELEVISION COMPANY	2		$0	$314,770	$314,770
J8	OTHER TYPE OF UTILITY	1		$0	$16,500	$16,500
L1	COMMERCIAL PERSONAL PROPE	361		$0	$39,861,880	$39,689,430
L2	INDUSTRIAL AND MANUFACTURIN	7		$0	$3,514,260	$3,514,260
M1	TANGIBLE OTHER PERSONAL, MOB	74		$0	$2,259,230	$1,585,665
O	RESIDENTIAL INVENTORY	764	128.9262	$37,806,563	$95,096,845	$92,559,782
S	SPECIAL INVENTORY TAX	3		$0	$13,905,880	$13,905,880
X	TOTALLY EXEMPT PROPERTY	924	1,833.4449	$18,359,631	$297,881,118	$0
		Totals	14,812.8578	$186,446,446	$2,986,393,881	$2,010,336,642

State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A	SINGLE FAMILY RESIDENCE	274	268.4367	$3,930,530	$112,502,071	$88,793,743
C1	VACANT LOTS AND LAND TRACTS	63	81.9546	$0	$9,141,731	$7,263,438
D1	QUALIFIED OPEN-SPACE LAND	31	362.1830	$0	$13,616,090	$54,390
D2	IMPROVEMENTS ON QUALIFIED OP	7		$0	$49,950	$49,950
E	RURAL LAND, NON QUALIFIED OPE	55	535.4648	$28,920	$27,522,125	$21,072,549
F1	COMMERCIAL REAL PROPERTY	38	86.0818	$33,070	$37,612,101	$34,274,255
J5	RAILROAD	1	5.9722	$0	$78,880	$17,916
J6	PIPELAND COMPANY	1		$0	$20,500	$20,500
L1	COMMERCIAL PERSONAL PROPE	2		$0	$58,390	$58,390
M1	TANGIBLE OTHER PERSONAL, MOB	2		$0	$39,980	$39,980
O	RESIDENTIAL INVENTORY	21	3.3350	$3,043,330	$4,768,149	$4,575,546
		Totals	1,343.4281	$7,035,850	$205,409,967	$156,220,657

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	SINGLE FAMILY RESIDENCE	4,655	2,567.0509	$89,526,153	$1,854,368,349	$1,426,120,435
A2	MOBILE HOME ON LAND	195	287.3702	$12,540	$29,465,099	$16,362,296
A3	IMPROVEMENT ONLY	2		$0	$115,680	$45,210
B2	DUPLEX	2	9.0000	$0	$481,628	$481,628
C1	VACANT LOT IN CITY	576	469.7221	$0	$23,723,336	$22,278,798
C2	COMMERCIAL OR INDUSTRIAL VAC	63	121.6673	$0	$18,633,530	$15,483,110
C3	VACANT LOT OUT SIDE CITY	1	2.0000	$0	$156,000	$152,100
D1	QUALIFIED AG LAND	382	6,329.7201	$0	$206,846,618	$743,170
D2	IMPROVEMENTS ON QUALIFIED AG L	36		$0	$261,590	$261,590
E1	FARM OR RANCH IMPROVEMENT	143	331.9117	$2,160,770	$54,830,701	$40,332,440
E2	FARM OR RANCH OUT BUILDINGS	55		$12,600	$757,400	$730,648
E4	NON QUALIFIED AG LAND	235	2,248.0835	$0	$58,219,415	$56,918,583
F1	COMMERCIAL REAL PROPERTY	126	338.7269	$38,568,189	$208,467,594	$201,623,889
F2	INDUSTRIAL REAL PROPERTY	2	37.6210	$0	$1,184,630	$1,184,630
G1	OIL AND GAS	577		$0	$3,532,568	$3,532,568
J1	WATER SYSTEMS	1	0.0926	$0	$2,860	$2,860
J2	GAS DISTRIBUTION SYSTEM	1		$0	$3,536,050	$3,536,050
J3	ELECTRIC COMPANY	34	90.5324	$0	$15,399,360	$15,399,360
J4	TELEPHONE COMPANY	14	3.4080	$0	$2,891,380	$2,891,380
J5	RAILROAD	3	13.5800	$0	$5,484,460	$5,484,460
J6	PIPELINES	42		$0	$45,185,150	$45,185,150
J7	CABLE TELEVISION COMPANY	2		$0	$314,770	$314,770
J8	REAL & TANGIBLE PERSONAL, UTIL	1		$0	$16,500	$16,500
L1	COMMERCIAL PERSONAL PROPER	361		$0	$39,861,880	$39,689,430
L2	INDUSTRIAL PERSONAL PROPERTY	7		$0	$3,514,260	$3,514,260
M1	MOBILE HOMES	74		$0	$2,259,230	$1,585,665
O1	RESIDENTIAL INVENTORY VACANT L	553	92.1037	$0	$32,286,965	$32,211,365
O2	RESIDENTAIL INVENTORY IMPROVE	211	36.8225	$37,806,563	$62,809,880	$60,348,417
S	SPECIAL INVENTORY	3		$0	$13,905,880	$13,905,880
X	TOTAL EXEMPT	924	1,833.4449	$18,359,631	$297,881,118	$0
		Totals	14,812.8578	$186,446,446	$2,986,393,881	$2,010,336,642

CAD State Category Breakdown

State Code	Description	Count	Acres	New Value	Market Value	Taxable Value
A1	SINGLE FAMILY RESIDENCE	257	233.3936	$3,930,530	$108,726,651	$86,005,479
A2	MOBILE HOME ON LAND	20	35.0431	$0	$3,775,420	$2,788,264
C1	VACANT LOT IN CITY	52	73.5570	$0	$5,684,201	$4,219,690
C2	COMMERCIAL OR INDUSTRIAL VAC	11	8.3976	$0	$3,457,530	$3,043,748
D1	QUALIFIED AG LAND	31	362.1830	$0	$13,616,090	$54,390
D2	IMPROVEMENTS ON QUALIFIED AG L	7		$0	$49,950	$49,950
E1	FARM OR RANCH IMPROVEMENT	21	28.6134	$28,920	$7,335,030	$5,898,684
E2	FARM OR RANCH OUT BUILDINGS	8		$0	$80,460	$76,199
E4	NON QUALIFIED AG LAND	29	506.8514	$0	$20,106,635	$15,097,666
F1	COMMERCIAL REAL PROPERTY	38	86.0818	$33,070	$37,612,101	$34,274,255
J5	RAILROAD	1	5.9722	$0	$78,880	$17,916
J6	PIPELINES	1		$0	$20,500	$20,500
L1	COMMERCIAL PERSONAL PROPER	2		$0	$58,390	$58,390
M1	MOBILE HOMES	2		$0	$39,980	$39,980
O1	RESIDENTIAL INVENTORY VACANT L	10	1.7207	$0	$596,118	$596,118
O2	RESIDENTAIL INVENTORY IMPROVE	11	1.6143	$3,043,330	$4,172,031	$3,979,428
		Totals	1,343.4281	$7,035,850	$205,409,967	$156,220,657

New Value

TOTAL NEW VALUE MARKET:	**$193,482,296**
TOTAL NEW VALUE TAXABLE:	**$158,973,025**

New Exemptions

Exemption	Description	Count		
EX-XN	11.252 Motor vehicles leased for personal use	2	2023 Market Value	$0
EX-XV	Other Exemptions (including public property, r	25	2023 Market Value	$1,280,100
EX366	HB366 Exempt	149	2023 Market Value	$83,866
	ABSOLUTE EXEMPTIONS VALUE LOSS			**$1,363,966**

Exemption	Description	Count	Exemption Amount
DP	Disability	2	$169,390
DV1	Disabled Veterans 10% - 29%	5	$39,000
DV2	Disabled Veterans 30% - 49%	5	$42,000
DV3	Disabled Veterans 50% - 69%	6	$60,000
DV4	Disabled Veterans 70% - 100%	16	$192,000
DV4S	Disabled Veterans Surviving Spouse 70% - 100	1	$12,000
DVHS	Disabled Veteran Homestead	11	$4,136,897
HS	Homestead	132	$5,670,856
OV65	Over 65	72	$5,621,734
OV65S	OV65 Surviving Spouse	1	$45,000
	PARTIAL EXEMPTIONS VALUE LOSS	**251**	**$15,988,877**
		NEW EXEMPTIONS VALUE LOSS	**$17,352,843**

Increased Exemptions

Exemption	Description	Count	Increased Exemption Amount
HS	Homestead	3,469	$129,483,102
	INCREASED EXEMPTIONS VALUE LOSS	**3,469**	**$129,483,102**

TOTAL EXEMPTIONS VALUE LOSS **$146,835,945**

New Ag / Timber Exemptions

2023 Market Value	$1,373,195	Count: 7
2024 Ag/Timber Use	$14,750	
NEW AG / TIMBER VALUE LOSS	**$1,358,445**	

New Annexations

New Deannexations

Average Homestead Value

Category A and E

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
3,993	$413,188	$65,285	$347,903

Category A Only

Count of HS Residences	Average Market	Average HS Exemption	Average Taxable
3,885	$414,234	$64,404	$349,830

2024 CERTIFIED TOTALS

CMV - CITY OF MANVEL

Lower Value Used

Count of Protested Properties	Total Market Value	Total Value Used
454	$205,409,967.00	$136,037,911

ORDINANCE NO. 2024-O-28

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF CITY RIGHT-OF-WAY, GENERALLY A 40-FOOT STRIP RUNNING FROM IOWA LANE (ON THE EAST) TO THE TOPEKA & SANTA FE RAILROAD CALLED 150 FOOT STRIP (ON THE WEST), CONSISTING OF:

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.9881 ACRE (43,040 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and

(4) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;

VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, QUITCLAIM DEEDS CONVEYING RESPECTIVE INTERESTS IN SAID ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER(S); PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, Redeemer Church Manvel, Meldi Hospitality, L.P., Sonmar of Albuquerque, LLC., and Milestone South Six Development, LTD. (Applicants) have petitioned the City of

Manvel, Texas, to vacate, abandon, and close the hereinafter described right-of-way abutting its property; and

WHEREAS, said right-of-way is a generally 40-foot unimproved strip of right-of-way running from Iowa Lane (on the east) to the Topeka & Santa Fe called 150 strip (on the west), Manvel, Brazoria County, Texas, said right-of-way being found at VOL. 2, PG. 81 B.C.D.R.; and

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

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

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

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

Section 2. The City Council of the City of Manvel, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of city right-of-way consisting of:

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.9881 ACRE (43,040 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC.

PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and

(4) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;

said rights-of-way being more particularly described by metes and bounds, and shown by map, as attached as Exhibit B, attached hereto and incorporated herein.

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

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

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

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

Section 7. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this __________ day of ___________________, 2024.

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

____
Dan Davis, Mayor

ATTEST:

____
Tammy Bell, City Secretary

APPROVED AS TO FORM:

____
Robert Gervais, City Attorney

Exhibit A

Abandonment application and documents

Exhibit B

Metes and bounds/surveys
Maps of areas to be abandoned

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.9881 ACRE (43,040 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and

(4) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;

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

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

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

MISSION STATEMENT:
"The City of Manvel is a safe and responsible community, embracing the values of our past, present, and future citizens."

MINUTES 7/12/2024

Regular Session

Call To Order

Mayor Davis called the Emergency Meeting of the Manvel City Council to order at 10:00 a.m. Those in attendance were:

Present:	Mayor Dan Davis
	City Councilmember Place 1 Keith Bonner
	City Councilmember Place 2 David Lands
	City Councilmember Place 3 Harry Opliger
	City Councilmember Place 5 Crystal Sarmiento
	City Councilmember Place 6 Jerome Hudson
Absent:	City Councilmember Place 4 Ed Perry
Also Present:	Dan Johnson, City Manager
	Robert Gervais, City Attorney
	Tammy Bell, City Secretary

Public Comments: "Comment Card" Required

Regular Agenda

1. **Consideration and possible action to approve Resolution E-2024-R-26;**
   A RESOLUTION OF THE CITY OF MANVEL, TEXAS, EXTENDING THE LOCAL STATE OF DISASTER THAT WAS DECLARED BY MAYOR DAVIS ON JULY 7, 2024, DUE TO HURRICANE BERYL.

Mayor Davis made the motion to approve. Councilmember Bonner seconded the motion.
The motion carried with a vote: 6/0

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

Adjourn

Mayor Davis made the motion to adjourn the meeting at 10:08 a.m. Councilmember Hudson seconded the motion.
The motion carried with a vote: 6/0

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

CERTIFICATION

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

DAN DAVIS, MAYOR
CITY OF MANVEL, TEXAS

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

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

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

MISSION STATEMENT:
"The City of Manvel is a safe and responsible community, embracing the values of our past, present, and future citizens."

MINUTES 7/15/2024

Workshop Session
Mayor Davis called the workshop of the Manvel City Council to order at 5:00 p.m.
Those in attendance were:

Present:	Mayor Dan Davis
	City Councilmember Place 1 Keith Bonner
	City Councilmember Place 2 David Lands
	City Councilmember Place 3 Harry Opliger
	City Councilmember Place 5 Crystal Sarmiento (Arrived late)
	City Councilmember Place 6 Jerome Hudson
Absent:	City Councilmember Place 4 Ed Perry
Also Present:	Dan Johnson, City Manager
	Robert Gervais, City Attorney
	Keith Traylor, Chief of Police
	Tammy Bell, City Secretary
	Rosa Donaire, Finance Director
	Robbie Hall, Public Works Director
	Chad Dumont, Personnel Director

Budget Presentations:
- Public Works
- City Secretary

Robbie Hall, Public Works Director, presented the Public Works budget presentation.
Tammy Bell, City Secretary, presented the City Secretary/Municipal Court/Public Information Office budget presentations.

Presentation/update by Kendig Keast on Future Manvel Survey and Manvel Today Report.
Jennifer Mak, Architect and Senior Urban Designer for Kendig Keast provided the update.

Discussion on any item as listed on the agenda.

Regular Session
Call To Order
Mayor Davis called the meeting of the Manvel City Council to order at 6:02 p.m.
Those in attendance were:

Present:	Mayor Dan Davis
	City Councilmember Place 1 Keith Bonner
	City Councilmember Place 2 David Lands
	City Councilmember Place 3 Harry Opliger
	City Councilmember Place 6 Jerome Hudson
	City Councilmember Place 5 Crystal Sarmiento
Absent:	City Councilmember Place 4 Ed Perry
Also Present:	Dan Johnson, City Manager
	Robert Gervais, City Attorney
	Keith Traylor, Chief of Police
	Tammy Bell, City Secretary
	Rosa Donaire, Finance Director
	Robbie Hall, Public Works Director
	Chad Dumont, Personnel Director

Invocation

Inspirational Reading - Mayor Davis

Pledge

Presentations

Recognition of Captain Robert McClain for graduating from Leadership Command College at Bill Blackwood Law Enforcement Management Institute Of Texas (LEMIT).

Servant Leadership Award for Ruth Ann Dietz

Public Comments: "Comment Card" Required
Alfred Froberg - Compliments to Mayor Davis for the outstanding communication through the events of Hurricane Beryl.

City Manager Update
Update on Hurricane Beryl.

Consent Agenda
1. Acceptance of the meeting minutes to date.

2. Approve second and final reading of Ordinance No. 2024-O-25;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATELY 20.41 ACRE TRACT OF LAND LOCATED AT 17221 STATE HIGHWAY 6, SUITE 103, MANVEL, TEXAS (DESCRIBED AS RESERVE "B" OF MANVEL TOWN CENTER SECTION ONE), FROM PLANNED UNIT DEVELOPMENT AND STATE HIGHWAY 6 OVERLAY DISTRICT (PUD-SH6) TO PLANNED UNIT DEVELOPMENT AND STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (PUD-SH6-SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR 812113, "NAIL SALONS" TO BE LOCATED WITHIN THE TOWN CENTER DEVELOPMENT; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP;

PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF. (*Approved with conditions by PD&Z on 6-24-2024 - Vote 7-0. City Council approved the first reading on 7/1/24 - Vote 7/0).*

3. Acceptance of infrastructure improvements for Sanitary Sewer Force Main Phase 1 to Serve Valencia for Brazoria County Municipal Utility District No. 83 to begin the Two-Year Maintenance Period.

Councilmember Bonner made the motion to approve the Consent Agenda. Councilmember Hudson seconded the motion.

The motion carried with a vote: 6/0

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

No: None

Absent: City Councilmember Place 4 Ed Perry

Abstained: None

Items Removed from Consent Agenda

None

Regular Agenda

1. Consideration and possible action to approve the first of two readings of Ordinance No. 2024-O-26;

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY AMENDING THE ZONING CLASSIFICATION OF AN APPROXIMATELY 1.5491 ACRE TRACT OF LAND GENERALLY LOCATED EAST OF 17518 MORRIS AVENUE (STATE HIGHWAY 6), MANVEL, TEXAS FROM LIGHT COMMERCIAL AND STATE HIGHWAY 6 OVERLAY DISTRICT LC-SH6) TO LIGHT COMMERCIAL AND STATE HIGHWAY 6 OVERLAY DISTRICT WITH SPECIFIC USE PERMIT (PUD-SH6- SUP); PROVIDING FOR THE GRANTING OF A SPECIFIC USE PERMIT WITH CONDITIONS TO AUTHORIZE THE USE OF PROPERTY FOR 621493 "AMBULATORY HEALTH CARE SERVICES"; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF. (*Approved with conditions by PD&Z on 6-24-2024 - Vote 7-0) (Tabled by City Council on 7/1/2024)*

Ian Knox, SafeBuilt/BBG, presented the item to Council.
The applicant, Amir Bashiri, provided an overview of the ER to Council.
Councilmember Bonner has concerns about the ingress and egress and a curb cut with TxDOT.
Mayor asks what insurances they can take. They can only take private insurances because by regulation they cannot obtain a CMS. The plan is to turn into a hospital so they can acquire a CMS certification so they can take medicare/medicaid patients.
Other items discussed were drainage, the ambulance ordinance, staffing, viability, community involvement, the flood zone of the property.

Councilmember Sarmiento made the motion to table. Councilmember Bonner seconded the motion.

The motion carried with a vote: 6/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember

Place 6 Jerome Hudson
No: None
Absent: City Councilmember Place 4 Ed Perry
Abstained: None

2. Consideration and possible action to approve the first of two readings of Ordinance 2024-O-30; AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL BY AMENDING CHAPTER 33 "FOOD AND FOOD HANDLERS" TO ADOPT THE 2021 *TEXAS FOOD ESTABLISHMENT RULES* (TFER), WITH LOCAL AMENDMENTS CONSISTENT THEREWITH, REGULATING FOOD ESTABLISHMENTS; AMENDING CHAPTER 35 "FOOD AND FOOD HANDLERS" TO AMEND DEFINITIONS AND OTHER PROVISIONS TO MAKE THE RULES PERTAINING TO MOBILE FOOD VENDORS CONSISTENT WITH ADOPTION OF THE 2021 TFER; REPEALING PROVISIONS IN CONFLICT THEREWITH; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000.00 PER DAY FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

   2021 Amendment does not require letter scoring system for restaurants. If council wants the letter scoring system, then a local amendment needs to be done.
   Mayor asks this to be on the Regular Agenda for second reading.

   Councilmember Bonner made the motion to approve. Councilmember Hudson seconded the motion.
   The motion carried with a vote: 6/0
   Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson
   No: None
   Absent: City Councilmember Place 4 Ed Perry
   Abstained: None

3. Consideration and possible action to approve on first reading, Ordinance E-2024-O-31; AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, PROVIDING FOR PRICE CONTROLS DURING THE DECLARED STATE OF DISASTER FOR HURRICANE BERYL; PROVIDING FOR A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000 FOR A VIOLATION OF ANY PROVISION HEREOF.

   No action taken.

4. Consideration and possible action to authorize the City Manager to negotiate and execute the Debris Clean Up and Debris Monitoring Agreements.

   Cost estimate from Crowder gulf for debris removal: $600,000 for 30,000 cubic yards
   Debris Tech (Administrative side/paperwork) - $250,000
   Disposal cost - $9 or $10/yd, so at 30,000 cubic yards, that's $300,000
   FEMA will reimburse up to 75% of the cost.

   Councilmember Sarmiento made the motion to authorize the City Manager to negotiate and execute the Debris Clean Up and Debris Monitoring Agreements. Councilmember Hudson seconded the motion.
   The motion carried with a vote: 6/0
   Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry

Opliger, City Councilmember Place 5 Crystal Sarmiento, City Councilmember Place 6 Jerome Hudson

No: None

Absent: City Councilmember Place 4 Ed Perry

Abstained: None

Executive Session

Section 551.074: Personnel Matters; to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or to hear a complaint or charge against an officer or employee.

Discuss complaints against Mayor and city personnel for inaction on the situation with residents on Mississippi St.

Mayor Davis convened the meeting into Executive Session at 8:01 p.m.
Mayor Davis reconvened the meeting out of Executive Session at 9:13 p.m.
There was no action taken during Executive Session.

Regular Agenda

5. Discussion on Zoning Ordinance, Article II - District Regulations, Section 77-50 (e) 10: Directional Lighting (requested by Councilmember Bonner and Councilmember Sarmiento).

No action taken.

6. Discussion on the situation with residents on Mississippi St.

No action taken.

Mayor and Council Comments

Adjourn

Councilmember Bonner made the motion to adjourn the meeting at 9:14 p.m. Councilmember Hudson seconded the motion.

The motion carried with a vote: 6/0

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

No: None

Absent: City Councilmember Place 4 Ed Perry

Abstained: None

CERTIFICATION

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

DAN DAVIS, MAYOR
CITY OF MANVEL, TEXAS

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

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

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

MISSION STATEMENT:
"The City of Manvel is a safe and responsible community, embracing the values of our past, present, and future citizens."

MINUTES 7/22/2024

JOINT MEETING

Call To Order - City Council and PD&Z

Mayor Davis called the Joint meeting of the Manvel City Council and PD&Z to order at 6:03 p.m. Those in attendance were:

Present:	Mayor Dan Davis
	City Councilmember Place 1 Keith Bonner
	City Councilmember Place 2 David Lands
	City Councilmember Place 3 Harry Opliger
	City Councilmember Place 4 Ed Perry
	City Councilmember Place 5 Crystal Sarmiento
	PD&Z Chairman Ryan Miller
	PD&Z Member William Richardson
	PD&Z Member Mary Ann Atkinson
	PD&Z Member Kyle Marasckin
	PD&Z Member Delores Martin
	PD&Z Member Christy Kennard
	PD&Z Member Kenneth Haynes
Absent:	City Councilmember Place 6 Jerome Hudson
Also Present:	Dan Johnson, City Manager
	Robert Gervais, City Attorney
	James McClain, Police Captain
	Tammy Bell, City Secretary
	Elaheh Roohbakhsh, Associate Planner

Pledge

Presentations

Staff Update on Proposed Ordinance 2024-O-24;
AN ORDINANCE AMENDING CHAPTER 77 OF THE CODE OF ORDINANCES, "ZONING ORDINANCE" BY ADDING REGULATIONS PERTAINING TO ACCESSORY DWELLING UNITS (ADUs).

Ian Knox, SafeBuilt/BBG, provided the update.

Public Hearing

TO HEAR INPUT FROM THE PUBLIC REGARDING AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING CHAPTER 77 - ZONING, OF THE CODE OF ORDINANCES, PROVIDING FOR THE REGULATION OF ACCESSORY DWELLING UNITS; PROVIDING FOR THE CREATION AND MODIFICATION OF DEFINITIONS RELATED TO THE REGULATION OF ACCESSORY DWELLING UNITS, SECTION 77-3, DEFINITIONS; PROVIDING FOR AMENDMENTS TO SECTION 77-27, OPEN SINGLE-FAMILY RESIDENTIAL (O-SFR) DISTRICT; PROVIDING FOR AMENDMENTS TO SECTION 77-28, SINGLE-FAMILY RESIDENTIAL (SFR) DISTRICT; PROVIDING FOR AMENDMENTS TO SECTION 77-37, BY ESTABLISHING A NEW SECTION 77-37 - ACCESSORY DWELLING UNIT (adu); AND PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

Mayor Davis opened the Public Hearing at 6:14 p.m.
1st call for comments - Susan - Lives off of Acorn - not in favor of the mother-in-law quarters. Wants to make sure that these cannot be rented and does not feel like these need a kitchen.
2nd call for comments - None
3rd call for comments - None
Mayor Davis closed the Public Hearing at 6:15 p.m.

Adjourn

Councilmember Bonner made the motion to adjourn at 6:14 p.m. PD&Z Member Ryan Miller seconded the motion.

The motion carried with an all-in-favor vote of 13/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City Councilmember Place 2 David Lands, City Councilmember Place 3 Harry Opliger, City Councilmember Place 4 Ed Perry, City Councilmember Place 5 Crystal Sarmiento, PD&Z Chairman Ryan Miller, PD&Z Member William Richardson, PD&Z Member Mary Ann Atkinson, PD&Z Member Kyle Marasckin, PD&Z Member Delores Martin, PD&Z Member Christy Kennard, PD&Z Member Kenneth Haynes
No: None
Absent: City Councilmember Place 6 Jerome Hudson
Abstained: None

CERTIFICATION

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

DAN DAVIS, MAYOR
CITY OF MANVEL, TEXAS

July 22, 2024 MANVEL SPECIAL CITY COUNCIL MEETING MINUTES

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

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

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

MISSION STATEMENT:
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MINUTES 7/22/2024

Call To Order

Mayor Davis called the workshop of the Manvel City Council to order at 5:00 p.m.
Those in attendance were:

Present:	Mayor Dan Davis City Councilmember Place 1 Keith Bonner City Councilmember Place 2 David Lands City Councilmember Place 3 Harry Opliger City Councilmember Place 4 Ed Perry City Councilmember Place 5 Crystal Sarmiento
Absent:	City Councilmember Place 6 Jerome Hudson
Also Present:	Dan Johnson, City Manager Robert Gervais, City Attorney Keith Traylor, Chief of Police Tammy Bell, City Secretary Chad Dumont, Personnel Director Rosa Donaire, Finance Director

Workshop Session

Budget Presentations:

- Human Resources
- Finance

Chad Dumont, Personnel Director, provided the presentation for his department.

Rosie Donaire, Finance Director, provided the presentation for her department.

General Discussion on the FY 2024-2025 Budget

Total budget requests - Approximately $3.3 million.
August 19th - deadline for voter approval tax rate.
Councilmember Sarmiento wants to see a list of needs that are critical vs wants.
Preliminary budget numbers to be presented at the July 29, 2024 Special Meeting.

Mayor and Council Comments

None

Adjourn

Mayor Davis adjourned the workshop at 5:58 pm

CERTIFICATION

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

DAN DAVIS, MAYOR
CITY OF MANVEL, TEXAS

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

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

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

MISSION STATEMENT:
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MINUTES 7/29/2024

Workshop Session
Mayor Davis called the workshop of the Manvel City Council to order at 5:00 p.m.
Those in attendance were:

Present:	Mayor Dan Davis City Councilmember Place 1 Keith Bonner City Councilmember Place 2 David Lands City Councilmember Place 3 Harry Opliger City Councilmember Place 4 Ed Perry City Councilmember Place 5 Crystal Sarmiento City Councilmember Place 6 Jerome Hudson
Absent:	None
Also Present:	Dan Johnson, City Manager Robert Gervais, City Attorney Keith Traylor, Chief of Police Robbie Hall, Public Works Director Rosie Donaire, Finance Director Chad Dumont, Personnel Director Jose Abraham, Director of Development Services John Sherman, Animal Control Officer Alyssa Deaton, Assistant City Secretary

Discussion on Proposed Animal Ordinance and Animal Control.

April Beeler San-Miguel, Dispatcher, provided an update on the dog Oreo.

Dorothy Wynne, Julie Nash, Tim Black, Julie Bradley, Cynthia Cortinas, Shelly Everett, and Ashley Russel spoke out against the proposed ordinance. The consensus is that the ordinance needs reworking and time needs to be given for this to occur. Council and citizens agree to a sit-down meeting to go over the ordinance. Council agrees that it would be best to table the second and final reading of the ordinance at the August 5, 2024 Council meeting.

Mayor Davis adjourned the Workshop at 6:44 p.m.

Discussion on any item as listed on the agenda.

Regular Session

Call To Order

Mayor Davis called the meeting of the Manvel City Council to order at 7:03 p.m.
Those in attendance were:

Present:	Mayor Dan Davis City Councilmember Place 1 Keith Bonner City Councilmember Place 2 David Lands City Councilmember Place 3 Harry Opliger City Councilmember Place 4 Ed Perry City Councilmember Place 5 Crystal Sarmiento City Councilmember Place 6 Jerome Hudson
Absent:	None
Also Present:	Dan Johnson, City Manager Robert Gervais, City Attorney Keith Traylor, Chief of Police Robbie Hall, Public Works Director Rosie Donaire, Finance Director Chad Dumont, Personnel Director Jose Abraham, Director of Development Services John Sherman, Animal Control Officer Alyssa Deaton, Assistant City Secretary

Pledge

Public Comments: "Comment Card" Required
None

Regular Agenda

Update and Possible Direction to Staff on the Fiscal Year 2024-2025 Budget.

Request for 24 positions brought down to 5; 2 for Police Department, 2 for Public Works, and 1 Legal Assistant
3% cola, 2% merit
No clawback will be able to be provided to employees for TMRS as hoped
Finance should receive the no new revenue rate August 7th
Right now, the numbers are based on the current tax rate

Councilmember Lands wants to have the shift-differential pay for PD
Councilmember Sarmiento wants to ensure that no current employees or benefits will be lost.

Councilmember Bonner wants to think about ways we can attack the issue with the appraisal district. The voter approval rate deadline is August 19th. Council will need to decide by second meeting in August if they want to go to the voters for voter approved tax rate.

Mayor and Council Comments

None

Adjourn

Mayor Davis made the motion to adjourn the meeting at 8:14 p.m. Councilmember Bonner seconded the motion.

The motion carried with a vote: 7/0

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

CERTIFICATION

TAMMY BELL, CITY SECRETARY
CITY OF MANVEL, TEXAS

DAN DAVIS, MAYOR
CITY OF MANVEL, TEXAS

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

CONTRACT FOR PROFESSIONAL SERVICES - ARCHITECT

THIS AGREEMENT, entered into as of this 5th day of August, 2024, by and between the City of MANVEL, Texas (hereinafter called the "CITY") acting herein by its Mayor, duly authorized by resolution of the City Council of the City of MANVELof MANVEL and, PGAL, Inc. 3131 Briarpark Drive, Houston. Texas 77042 (hereinafter called the "ARCHITECT") acting herein by Jeff Gerber, AIA, CEO hereunto duly authorized:

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the ARCHITECT to (1) render certain technical and professional services hereafter described in "Scope of Services" or (2) perform certain work hereafter described in "Scope of Services" for the project briefly described as Manvel City Hall Expansion "West Wing" and related sitework: NOW, THEREFORE, the Parties hereto do mutually agree as follows:

I. EMPLOYMENT OF ARCHITECT

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

II. SCOPE OF SERVICES

Architectural services in connection with preparation of plans and specifications and construction phase services including, but not limited to, all necessary design, surveying, plans, and specifications for Manvel City Hall Expansion "West Wing".

The ARCHITECT shall also prepare detailed cost estimates of authorized construction, and shall use reasonable skill and care befitting the profession in preparing cost estimates that shall reflect current, local construction costs or current wage rate.

The work is further described in detail on Attachment A – Manvel City Hall Expansion "West Wing" Design Fee proposal dated July 12, 2024 and shall include a proposed schedule for the design of the project.

The ARCHITECT shall review submittals, substitutions, pay requests and/or change order requests and make recommendations to the CITY. The ARCHITECT has no authority to approve any changes to the Construction Documents, Design, Materials, Contract Amount or Contract Time nor make any other decisions on behalf of the CITY, only the CITY has this authority and the ARCHITECT'S responsibilities are in an advisory capacity only.

Certain elements of the architectural work shall be performed as Basic Services; others shall be performed as Additional Services. Those elements of the architectural work which cannot be accurately pre-determined, or controlled entirely by the ARCHITECT shall be performed as Additional Services.

In addition to the preparation of plans and specifications for the Manvel City Hall Expansion "West Wing" project, the following is required:

B. <u>ADDITIONAL SERVICES</u>

1. Provide Project Management services to direct, supervise and coordinate the various items of work within the Project Design, including review of activities of subcontracted architects or other professionals.

2. Furnish the CITY all necessary copies of approved Contract Documents including notices to bidders and proposal forms, up to twenty (20) sets, including one (1) complete set of mylar drawings with signature blocks for approval by the appropriate entities.

3. Assist the CITY in the opening and tabulation of bids for construction of the Project, and consult with the CITY as the proper action to be taken, based on the architectural considerations involved.

4. Assist in the preparation of formal Contract Documents (City form contracts to be used).

5. Make regular visits to the construction site (minimum of once a month). ARCHITECT shall also make visits at intervals appropriate to the various stages of construction to observe and to evaluate the progress and quality of work, and to determine in general if the construction is proceeding in accordance with the Contract Documents as requested by the CITY. ARCHITECT shall work closely with the Resident Project Representative (as required by the CITY) to ensure that complete, accurate construction records, reports and information are being provided and that the quantities and quality of work done by the Contractor are consistent with the Contract Documents.

6. Consult and advise with the CITY; issue all instructions to the Contractor requested by the CITY; and prepare and issue routine change orders with CITY'S approval. On matters requiring the CITY'S involvement, the ARCHITECT shall provide the CITY'S designated representative with all facts germane to such matters along with a complete recommendation for the CITY to consider. Upon the decision of the CITY, the ARCHITECT shall be notified of the CITY'S decision with instructions to inform the Contractor. All matters of this nature shall be reduced to writing for the record as soon as practical.

7. The ARCHITECT shall also consult with the CITY for replacement of work resulting from fire or other causes during construction.

8. The ARCHITECT shall have other duties associated with the construction project that may be related to the General Conditions of the Construction Contract Documents including, but not limited to the following:

a. Review samples, catalog data, schedules, shop drawings, laboratory, shop and mill tests of material and equipment and other data which the Contractor submits. This review is for the benefit of the CITY and covers only general conformance with the information given by the Contract Documents. The Contractor shall review and stamp his approval on submittals prior to submitting to ARCHITECT, and review by the ARCHITECT shall not relieve the Contractor of any responsibility such as dimensions to be confirmed and correlated at the job site, appropriate safety measures to protect workers and the public, or the necessity to construct a complete and workable facility in accordance with the Contract Documents.

b. Obtain and review monthly the final estimates for payments to Contractors, and furnish to the CITY any recommended payments to Contractors; and assemble written guarantees which are required by the Contract Documents.

c. Conduct, in company with the CITY, a final inspection of the Project for compliance with the Contract Documents, and submit recommendations concerning Project status, as it may affect CITY'S final payment to the Contractor.

III. TIME OF PERFORMANCE

ARCHITECT shall proceed immediately upon execution of this Contract with performance of the services called for under the Basic Services with completion within 730 calendar days after execution, unless delayed by causes outside the control of ARCHITECT, and shall proceed with subsequent work only on authorization by CITY. ARCHITECT shall immediately submit to CITY in writing evidence of delay satisfactory to the CITY'S reasonable discretion, upon which an extension of time equal to the period of actual delay, if approved by the CITY, shall be granted in writing.

IV. INFORMATION AND SERVICES TO BE FURNISHED ARCHITECT

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

V. COMPENSATION AND METHOD OF PAYMENT

A. COMPENSATION

It is agreed that total fees for Basic Services for the work as described in Attachment A hereto (including subcontracted Architectural and professional services as described in Attachment A) shall not exceed the Lump Sum of $356,000.00 plus $6,000.00 for reimbursable for total of be $275,000. With the addition of reimbursables and any Specified Additional Services chosen by the City, the total contract price shall not exceed Three Hundred Sixty- Two Thousand Dollars ($362,000.00)) unless specifically authorized by the CITY. Refer to Attached Exhibit for breakdown of fees.

B. PAYMENT

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

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

1. REIMBURSABLES – as stated in Attachment A of ARCHITECT'S Proposal and shall not exceed the limits proposed, Allproposed, All reimbursables shall be accompanied with documentation to expenses incurred, and shall only be paid with the approval of the CITY.

2. SITE VISITS – as stated at rate and frequency in Attachment A and approved by the CITY.

3. ARCHITECT shall not charge for corrections of errors and omissions, by the ARCHITECT, to the design of the project.

4. ARCHITECT shall be responsible for large number of change orders due to errors or omissions of Design and Construction Documents.

VI. RECORDS

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

VII. OWNERSHIP OF DOCUMENTS

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

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

VIII. INSURANCE

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

A. Worker's Compensation Insurance (with Waiver of Subrogation in favor of the City of MANVEL, its officers, agents and employees), with statutory limits.

B. Commercial General Liability occurrence type insurance (No "XCU" restrictions shall be applicable). Products/completed operations coverage must be included.

1. Bodily injury five hundred thousand dollars ($500,000) single limit per occurrence or five hundred thousand dollars ($500,000) each person/five hundred thousand dollars ($500,000) per occurrence.

2. Property Damage one hundred thousand dollars ($100,000) per occurrence.

3. Minimum aggregate policy year limit one million dollars ($1,000,000).

C. Commercial Automobile Liability Insurance (including owned, non-owned and hired vehicles coverages).

1. Minimum combined single limit of five hundred thousand dollars ($500,000) per occurrence for bodily injury and property damage.

2. If individual limits are provided minimum limits are three hundred thousand dollars ($300,000) per person, five hundred thousand dollars ($500,000) per occurrence for bodily injury and one hundred thousand dollars ($100,000) per occurrence for property damage.

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

E. ARCHITECT also agrees to maintain Professional Liability Insurance coverage of one million dollars ($1,000,000) minimum per occurrence/claim/policy year aggregate limits to protect the CITY against damages arising from the ARCHITECT'S negligent or wrongful act or omission in the performance of services under this Contract. Coverage shall continue for a minimum of two (2) years after the ARCHITECT'S assignment under this Contract is completed. The deductible on the policy for Professional Liability shall not exceed two hundred thousand dollars ($200,000) unless specifically approved by the CITY.

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

IX. PROFESSIONAL LIABILITY

A. The ARCHITECT shall perform its services: (1) with the professional skill and care ordinarily provided by competent architects practicing under the same or similar circumstances and professional license; and (2) as expeditiously as is prudent considering the ordinary professional skill and care of a competent architect.

B. ARCHITECT shall be responsible for the use and employment of reasonable skill and care befitting the profession in the designs, drawings, plans, specifications, data, reports and designation of materials and equipment provided by ARCHITECT for the Project covered by this Contract. Approval by CITY shall not constitute nor be deemed a release or waiver of the responsibility and liability of ARCHITECT for the accuracy and competency of such designs, drawings, plans, specifications, data, reports and designation of materials and equipment. Contractor shall be responsible for the actual supervision of Construction operations and safety measures involving the work, his employees and the public, but the ARCHITECT, on behalf of the CITY, shall advise the Contractor of any items requiring the attention and action of the Contractor after notification to the CITY. ARCHITECT shall immediately make the CITY aware of any fault or defect in the project, including any errors, omissonsomissions or inconsistencies in the ARCHITECTS Documents or Instruments of Service.

C. If services include periodic visits to the site to observe work performed by the Project Contractor, ARCHITECT shall be responsible for exercising reasonable care and skills befitting the profession to assure that the Contractor performs the work in general accordance with Contract Documents and to endeavor to safeguard the CITY against defects and deficiencies in the work; provided, however, ARCHITECT does not guarantee or insureensure the work completed by the Contractor. During visits to the construction site, and on the basis of the ARCHITECT'S on-site observations as an experienced and qualified design professional, ARCHITECT shall keep the CITY informed on the extent of the progress of the work, and shall advise the CITY of material and substantial defects and deficiencies in the work of Contractors that are discovered by the ARCHITECT or otherwise brought to the ARCHITECT'S attention in the course of construction, shall not exercise whatever rights the CITY may have to disapproved work and materials as failing to conform to the Contract Documents.

D. In performing these services, the ARCHITECT shall not be responsible for the actual supervision of construction operations or for the safety measures that the Contractor takes or should take, except as stipulated in the Scope of Services.

X. INDEMNIFICATION

A. To the fullest extent permitted by law, ARCHITECT shall indemnify and hold harmless CITY, its officials, employees, agents, and representatives (hereinafter referred to individually as an “Indemnitee” and collectively as the “Indemnitees”) from and against all claims, damages, losses and expenses, including but not limited to reasonable attorneys’ fees and costs incurred by Indemnitees which are:

1. Due to the violation of any ordinance, regulation, statute, or other legal requirement in the performance of this Agreement, by ARCHITECT, its agent, any consultant under contract, or any other entity over which the ARCHITECT exercises control;

2. Caused by or result from any negligent or intentional act or omission in violation of ARCHITECT's standard of care, by the ARCHITECT, its agent, any consultant under contract, or any other entity over which the ARCHITECT exercises control;

3. Caused by or result from any claim asserting infringement or alleged infringement of a patent, trademark, copyright or other intellectual property right in connection with the information furnished by or through ARCHITECT, its agent, any consultant under contract, or any other entity over which the ARCHITECT exercises control;

4. Due to the failure of ARCHITECT, its agent, any consultant under contract, or any other entity over which the ARCHITECT exercises control to pay their consultants or subconsultants amounts due for services provided in connection with the Project; or

5. Otherwise caused by or result from the performance of the services under this Agreement, including such claims, damages, losses or expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting therefrom, but only to the extent such claims, damages, losses, costs and expenses are caused by or result from any negligent or intentional acts or omissions of the ARCHITECT, its agent, any consultant under contract, or any other entity over which the ARCHITECT exercises control.

B. REIMBURSEMENT OF CITY'S FEES IN DEFENSE OF CLAIMS. To the extent CITY incurs or pays attorney's fees in defense of any claim asserted against the CITY that arises or results from the alleged acts or omissions of the ARCHITECT described in Section A above, ARCHITECT shall reimburse the CITY for its reasonable attorney's fees in proportion to the ARCHITECT's liability found after a final adjudication of liability.

XI. ADDRESS OF NOTICE AND COMMUNICATIONS

CITY:	**ARCHITECT:**
CITY OF MANVEL	PGAL, Inc.
20025 Morris Ave	3131 Briarpark Drive, Suite 200
Manvel, Texas 77578	Houston, Texas 77042
Attn: Daniel S. Johnson, P.E., CFM	Attn: Jeff Gerber, AIA
Title: City Manager	Title: CEO

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

XII. CAPTIONS

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

XIII. SUCCESSORS AND ASSIGNMENTS

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

XIV. TERMINATION OF CONTRACT FOR CAUSE

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

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

XV. TERMINATION FOR CONVENIENCE OF THE CITY

The CITY may terminate this Contract at any time by giving at least thirty days (30) notice in writing to the ARCHITECT. If the Contract is terminated by the CITY as provided herein, the ARCHITECT shall be paid for the time provided and expenses incurred up to the termination date. If this Contract is terminated due to the fault of the ARCHITECT, other terms and conditions contained in Paragraph 14 of this Contract relative to termination shall apply.

XVI. CHANGES

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

XVII. PERSONNEL

A. The ARCHITECT represents that it has, or shall secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the CITY.

B. All of the services required hereunder shall be performed by the ARCHITECT or under its supervision and all personnel engaged in the work shall be fully qualified and, if applicable shall be authorized or permitted under State and local law to perform such services.

C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the CITY. Any work or services subcontracted hereunder shall be specified by written Contract or agreement and shall be subject to each provision of this Contract.

XVIII. REPORTS AND INFORMATION

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

XIX. CIVIL RIGHTS

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

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

XX. INTEREST OF ARCHITECT AND EMPLOYEES

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

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

XXI. INCORPORATION OF PROVISIONS REQUIRED BY LAW

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

XXII. VENUE

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

XXIII. TIME IS OF THE ESSENCE

Time is of the essence for the completion of all work described in this contract. It is anticipated that all work will be completed within the time as stated in the Schedule from the date of execution, and that any delay in the completion of the work described herein shall constitute a breach of this contract. EXECUTED IN Three (3) counterparts (each of which is an original) on behalf of ARCHITECT by Jeff Gerber, AIA its CEO shown below, and on behalf of the CITY by its City Manager, thereto duly authorized this seventh day of February, 2022fifth day of August, 2024.

ACCEPTED:

CITY:

CITY OF MANVEL, TEXAS

____
DANIEL S. JOHNSON, P.E., CFM
CITY MANAGER

DATE:________________________

PROPOSED AND AGREED TO:

ARCHITECT:

PGAL, Inc.

BY: ____________________________
JEFF GERBER
CEO

DATE: July 22, 2024

ATTEST:

____
CITY SECRETARY

ATTEST:

Queen Chevis, Corporate Secretary
(OFFICER OR SECRETARY)

APPROVED AS TO FORM:

____
CITY ATTORNEY

PGAL, Inc.
TEXAS

12 July 2024

Mr. Daniel S. Johnson, P.E., CFM
City Manager
City of Manvel
20025 Highway 6
Manvel, Texas 77578

Re: Fee Proposal for A/E Services
Design of Manvel City Hall Expansion and Related Site Work
Manvel, Texas

Dear Dan:

After careful review of your project criteria, PGAL is pleased to submit this Fee Proposal to provide Architectural and Engineering design services for the design of new one story City Hall Expansion, also known as the "West Wing" and related site work for the City of Manvel. The scope of services and fees required to perform these services are based on the information provided by the City and obtained by PGAL working on the concept design of this facility.

PROJECT UNDERSTANDING

The original City Hall building contains 4,200 SF and is located at 20025 Highway 6 in Manvel, Texas. In 2019, PGAL designed a new 10,667 SF expansion to original City Hall that is situated on the same site to the east of the original building. The City has grown out of the 2019 expansion. A new one story 10,000 SF City Hall "West Wing" expansion that will be situated behind the original City Hall building and to the west of the 2019 expansion. The City recently purchased two properties north of Large Street that are directly behind the planned "West Wing" project. The City is expected to abandon Large Street between Palmetto Street and FM 1128 to allow the City to incorporate the street ROW area into the new City campus. The ROW will be abandoned and be replatted. There will be new surface parking lot on the original City Hall site along with an expected 29 new spaces on the recently purchased properties. The City is planning a new park, playground area and dog park located around the new parking spaces on the recently purchased properties.

The new "West Wing" building will include City Manager's office, Executive Administrator's office, Assistant City Manager's office, breakroom, two HR Generalist's offices, Mayor's office, Personal Director's office, 5 future offices, two Assistant City

Secretary's offices, City Secretary's office, Records Clerk's office, records storage room, storage rooms, copy room, small conference room, large conference room, two PIO Offices, City Attorney office, Paralegal office, restrooms, lobby, IDF room, mechanical and electrical rooms, supply room and fire riser room.

The building construction is expected to be a pre-engineered metal building with metal standing seam roofing. Plaster clad elevations that are finished to match the 2019 City Hall expansion is expected to be provided for the "West Wing" building. Stone clad wainscot is expected to be required for the front elevation. The finish floor of the new building is expected to be elevated to match the 2019 expansion. The interior finishes are expected to be similar to the 2019 City Hall expansion building as allowed by the proposed project budget. The project will be served by an emergency generator.

Site work includes sidewalks and surface parking lots around the "West Wing" building and on the abandoned ROW and on a portion of the recently purchased properties. A new covered walkway will connect the new building to the 2019 City Hall expansion building. We expect that all utilities will be located adjacent to the site at the street. We do not expect any off site work will be required. Detention is not expected to be needed for the existing City Hall site that includes the "West Wing" building and new surface parking area as it will be provided within the existing detention pond. New surface detention is expected to be required for the improvements of the recently purchased properties.

The recently purchased properties are mostly undeveloped with single family residential structures located on a portion of the property. The existing residential structures are expected to be demolished to make room for the new development.

We will be using the site boundary survey provided by the City to develop our work. We will also require a topographic survey to complete our work. This will be provided as a Specified Additional Service. Platting of the new site composition is expected to be required and is provided as a Specified Additional Service. Geotechnical investigation will be required for this project and will be provided as a Specified Additional Service. We assume that the City has contracted for an environmental report for this property and has determined that no wetlands exist on this site and no abatement is required for the existing residential structures.

The City has not yet determined what construction delivery method will be utilized for this project. The options being considered are design-bid-build, competitive sealed proposals and CMAR. We will assist the City in evaluating the options and implementing the option selected.

The City is not expected to pursue LEED certification for this project. If LEED certification is required, it will be provided as an additional service to this proposal.

The construction budget for this project is expected to $4,150,000.00. This budget does not include soft costs, FFE, land costs or project contingencies.

We have assumed the basis of the contract will be the City of Manvel's Document 00410 Standard Agreement for Professional Services – Architect.

DESIGN SERVICES

Design services will include schematic design, design development, construction documents, bid, permit and construction administration for the project. The completed construction documents will be submitted to governmental agencies for purposes of obtaining a building permit. We expect to work collaboratively with the City and CMAR, if chosen, throughout the design phases to maximize quality and value of the project. This will include interactive work sessions with the team throughout the project. The project will be delivered using Revit as the design tool that will be used by the entire design team.

Construction administration services will include assisting in obtaining bids for the project as well as provide construction administration services that include attendance at weekly progress meetings, answering RFI's, review of shop drawings, preparation of change orders, review of contractor's pay application and preparation of a punch list.

COMPENSATION

Basic Services: We propose to perform the Basic Services for Schematic Design, Design Development, Construction Documents, Bid, Permit, and Construction Administration of this project for a Lump Sum of $275,000.00, plus reimbursables. This fee includes architectural, interior design, civil engineering, landscape and Irrigation design, structural engineering and MEPFP engineering design services only.

Reimbursable Costs: We would expect to be reimbursed for any out-of-pocket expenses we incur on behalf of the project such as cost of reproduction, plotting, special handling or delivery, and approved travel. Reimbursable expenses will be billed at our cost, plus a 10% service charge. We would recommend a budget of $6,000.00 be established for expenses required to complete the work.

Specified Additional Services: If services other than those described as Basic Services are requested by the City, they will be billed in addition to the above Basic Services compensation in accordance a negotiated amount based on the Not to Exceed Amounts listed below or in compliance with the attached rate schedule. The City may choose to authorize any of the Specified Additional Service tasks listed below throughout the course of the contract. No Specified Additional Service task will be performed without specific written authorization from the City. The following constitutes Specified Additional Services should they be requested by the City:

Alta Survey	Lump Sum of $10,000.00
Geotechnical Survey	Lump Sum of $12,000.00
FFE Design	Lump Sum of $12,000.00
Security Design	Lump Sum of $14,000.00
Data/Technology Design	Lump Sum of $15,000.00

Storm Certification Certificate	Lump Sum of $10,000.00
Platting Services	Lump Sum of $8,000.00

Additional Services: If services other than those described as Basic Services are requested by the City, they will be billed in addition to the above compensation in accordance with the attached rate schedule. The following constitutes Additional Services should they be requested by the City:

Professional renderings, models and computer animations.
Offsite work including utilities and traffic signals.
Any design consultants other than those specifically included.
Value engineering services.
Revisions to approved documents.
Acoustical design services.
Cost estimating services.
Full time site observation.
LEED consulting services.
LEED commissioning services.
LEED submission fees.
Environmental engineering services.
Abatement design and monitoring services.
Material testing services.
Renovation of the existing 2019 City Hall Expansion building.
Renovation of the original City Hall building.

PROJECT SCHEDULE

We are prepared to deliver this project in accordance with your requirements.

Thank you for the opportunity to work with you on this very exciting project. We have personnel available to begin this project immediately. Please don't hesitate to call should you have any questions regarding this proposal.

Sincerely,
PGAL

Jeffrey P. Gerber, AIA
Chief Executive Officer

Animal Control Ordinance

Previous Amendments:

1. Ordinance 97-03, passed and approved January 30, 1997.
2. Ordinance 97-25, passed and approved December 4, 1997.
3. Change 1 to Ordinance 97-03, passed and approved February 11, 1999.
4. Change 2 to Ordinance 97-03, passed and approved February 24, 2000.
5. Change 3 to Ordinance 97-03, passed and approved December 14, 2000.
6. 2011-O-18, passed and approved October 11, 2011.
7. 2015-O-16, passed and approved April 27, 2015.
8. 2019-O-06, passed and approved February 19, 2019.
9. 2021-O-04, passed and approved March 15, 2021.

Reflected with this format:

- Existing language, adopted in a previous Ordinance.

Proposed Amendment:

10. 2024-O-27, passed (6-1) on first reading July 1, 2024 with amendment to strike Article 2 and Article 3.

Reflected with these formats:

- Clarifying language added.
- ~~Confusing or inconsistent language removed.~~
- ~~Removed on first reading of Ordinance 2024-O-27.~~

Additional Amendments for Consideration:

To be presented at the 7/29/2024 Council Workshop.

Reflected with these formats:

- Clarifying language added.
- ~~Confusing or inconsistent language removed.~~

LEGEND:

Proposed changes are in red

Changes made by previous Ordinance Amendment 2024-O-27 are underlined

Existing ordinance prior to any amendments or changes are in regular font (not underlined or in red)

ORDINANCE NO. 2024-O-27

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, AMENDING CHAPTER 8. *ANIMALS*, BY ADOPTING NEW PROVISIONS GOVERNING ANIMALS; ~~ADDING A NEW ARTICLE II. *KENNELS AND CATTERIES*; ADDING A NEW ARTICLE III. *ANIMAL RESCUER PERMIT*;~~ ADDING A NEW ARTICLE IV. *ANIMAL SELLER PERMIT;* ADDING A NEW ARTICLE V. *PETTING ZOOS;* 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 Council deems it in the best interest of the City of Manvel to adopt new provisions governing animals within the City; **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

ARTICLE I. - IN GENERAL

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~~] within the [~~city~~] City of Manvel 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.

Cattery means any building, structure, enclosure premises or lot whereupon, or within which, more than four cats, four (4) months of age or older, are kept or maintained for any purpose whatever, except a veterinary hospital operated by a graduate veterinarian duly licensed by the state board or veterinary examiners, or the impound facility operated by the city.

[~~*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.

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.

Microchip means a computer chip that is preprogrammed with a unique alphanumeric combination code which is inserted into the animal.

Neglect an animal means to fail to provide appropriate food, water, shelter, and veterinary care for the animal.

Nuisance animal means an animal that:

(1) Molests people;

(2) Attacks other animals;

(3) Is repeatedly at large;

(4) Damages private or public property other than that of the animal's owner;

(5) Repeatedly barks, yelps, whines, howls or makes any other sound loud and long enough to unreasonably disturb the peace of other people in the neighborhood;

(6) Creates ~~an offensive~~a foul odor;

(7) Creates a health hazard; or

(8) Deposits body waste upon public property or private property other than that of the animal's owner.

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 a [~~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.

Vicious dog means a dog that has a dangerous disposition likely to be harmful to humans or other animals. The term vicious dog shall include but is not limited to any dog that molests, threatens, attacks, or bites any person, vehicle, or other animal.

Wild 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~~ vicious 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~~] wild animal;

(6) Any livestock running at large;

(7) Any dog or cat over ~~six~~ four 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;

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. 8-6. - Vicious animals.

An officer enforcing this chapter shall treat an animal as a vicious animal under this chapter if:

(1) The officer observes that animal displaying vicious conduct or menacing conduct, and the animal is not confined in a way that prevents it from escaping and prevents it from harming people and property.

(2) Any officer of the city receives an affidavit or sworn complaint stating that the animal has displayed vicious conduct or menacing conduct, and stating:

a. Where, when, and how such conduct occurred;

b. A description of the animal; and

c. If known, the name and address of the owner.

(3) The officer enforcing this chapter has reasonable grounds to believe that affidavit or complaint.

Sec. 8-7. - Confinement, impoundment, burial and destruction of animals.

(a) As authorized in this section, any officer enforcing this chapter may confine, impound, or destroy any animal that violates this chapter or that is being kept, harbored, owned, or possessed in violation of this chapter.

(b) The officer shall notify the owner of the animal to confine or remove the animal or to take such other action as necessary to cure the violation, if:

(1) The owner is known to the officer;

(2) The owner is available to receive such notice; and

(3) In the officer's discretion, it is not reasonably necessary for the officer to immediately confine, impound, or destroy the animal in order to protect the safety or property of any person.

(c) The officer may immediately confine, impound, or destroy the animal without first notifying the owner as provided in subsection (b) of this section if:

(1) The owner is not known to the officer;

(2) The owner is not available to receive such notice; or

(3) The officer believes, in his discretion, that such action is reasonably necessary to protect the safety or property of any person.

(d) The officer may confine, impound, or destroy the animal, if the owner has not complied with the notice provided by subsection (b) of this section.

(e) The officer shall not destroy an animal under subsection (b), (c), or (d) of this section, if in the officer's discretion, confinement, or impoundment can be accomplished without risk to the safety or property of any person.

(f) Any officer enforcing this chapter may, in his discretion, select the place of impoundment of an animal in violation of this chapter or being kept in violation of this chapter, unless the city council has designated such place or places.

(g) Upon impounding an animal, an officer enforcing this chapter shall:

(1) Notify the owner of the animal of such impoundment; and

(2) File a report with the police department of the city, which shall keep the report for 30 days. The report shall include a description of the animal, where and when it was picked up, the name and address of the owner, if known, and a description of the violation.

(h) The owner of an impounded animal may reclaim possession of the animal only by paying all fees required by this chapter and by registering the animal. If the animal has not yet received its required vaccination(s), then the owner may be cited for possessing an animal without required rabies vaccination. (sec.8-8) The owner of the animal may show proof of rabies vaccination to the Municipal Court within 10 business days after receiving the citation. After showing proof of vaccination to the Municipal Court, the court may, at their discretion wave the fines assed to the violation. [~~reclaim possession of the animal only upon vaccination(s) by the city or the city's provider, if offered, or by providing proof of a pre-paid rabies vaccination certificate from a licensed veterinarian, with the agreement that the animal be in full compliance with this chapter within five days.~~]

(i) An impounded animal shall be kept for a period of 72 hours. If an animal has not been reclaimed by its owner within 72 hours, the animal shall then become the property of the City of Manvel and may be released to another person, ~~shelter or rescue group,~~ as provided in subsection (j) of this section [~~or shall be destroyed~~].

(j) [~~In lieu of destruction, an~~] An officer enforcing this chapter, may in his sole discretion release the animal to a person who:

(1) Agrees to keep the animal in compliance with all laws;

(2) Demonstrates to the officer's reasonable satisfaction that the person has the ability and any and all equipment necessary to keep the animal in compliance with all laws; and

(3) Pays all fees required by this chapter.

(k) There is hereby levied upon any person to whom an impounded animal is released:

(1) A fixed pound fee in the amount set by the most recent fee schedule resolution adopted by city council;

(2) A proportionate charge of the fixed pound fee in the amount set by the most recent fee schedule resolution adopted by city council for any portion of a day; plus

(3) An amount equal to any expenses actually incurred by the city in excess of the foregoing fees, for the capture, impoundment, care, and maintenance of any animal impounded under the terms of this chapter.

All fees shall be received by the [~~animal control officer or his designee~~] City of Manvel. Any person receiving fees paid for impoundment of an animal shall deliver the same to the city [~~resource manager~~] finance director, who shall deposit said fees in the animal control fund, for the improvement of the animal control. In addition, if the animal is impounded with a veterinarian, the person redeeming the animal shall pay all the actual charges of the veterinarian.

(l) When an animal is found dead along public thoroughfares, including rights-of-way or common areas, and is determined to be a hazard to public safety and/or health, the owner of said animal will be notified and made responsible for immediate, within one day, removal and burial. If the animal is not removed by the owner, the city will remove and bury the remains and assess fees in the amount set by the most recent fee schedule resolution adopted by city council. If ownership of the animal cannot be determined, city assets will be dispatched to remove and dispose of the remains by the most expeditious means. On a case-by-case basis, city assets may also be used for removal of animal remains from property when ownership of the animal cannot be determined and the animal is not connected with the property where found. The fees previously established will apply and be assessed to the owner of the animal if and when ownership is established.

Sec. 8-8. – [~~Rabies.~~] Vaccination required.

(a) Any dog or cat older than ~~three~~ four months of age that is not wearing a valid, current rabies vaccination tag is hereby found and declared to be a nuisance and in violation of this chapter.

(b) No person shall keep, harbor, or possess a dog or cat older than [~~three~~] four months of age without a valid, current rabies vaccination and the city collar tag worn on a collar by the animal.

(c) No person shall fail to keep accurate records of the rabies vaccinations of any dog or cat older than [~~three~~] four months of age that is owned by such person. No person shall fail to permit an officer enforcing this chapter to examine such records on request.

(d) Any animal that bites or scratches a person and that is not wearing a valid, current rabies vaccination tag shall be impounded. Such animal shall remain impounded for observation for ten days and shall not be destroyed or released within that time. If the animal dies while impounded, then it shall be tested for rabies. If the animal does not die within ten days of impoundment, and if a veterinarian certifies that it does not have rabies, then it is subject to reclamation, release, or destruction as provided in section 8-7. However, it may not be reclaimed or released without receiving a rabies vaccination at the expense of the person receiving the animal.

(e) No person shall fail to keep accurate records of the rabies vaccinations of any dog or cat over [~~six~~] four months old that is owned by such person. No person shall fail to permit an officer enforcing this chapter to examine such records on request.

Sec. 8-9. - Registration and MicroChipping.

(a) The owner of a dog or cat older than ~~three~~ four months of age ~~shall~~ should have the animal registered through the Manvel Police Department, and renew said registration annually. The cost of registration for each animal shall be in the amount set by the most recent fee schedule resolution adopted by city council. The owner shall show the following in order to register an animal:

(1) A current certificate of rabies vaccine;

(2) The address, name of owner and telephone number of the owner; and

(3) A description of the animal.

(b) *Microchip requirements.* It ~~shall be unlawful~~is recommended for the owner or custodian of any canine or feline, including ferrets, to keep such canine, feline or ferret within the corporate limits of the City ~~without first having~~to have the animal microchipped by a veterinarian of the owner's choice. The owner ~~shall~~ can complete a form available ~~at the~~from the City of Manvel Police Department providing necessary owner and pet information. The owner ~~shall~~ should provide proof that the microchip is registered with the microchip company and the information associated with the microchip is correct and current. All animals adopted from ~~the~~ a designated adoption agency ~~shall~~ should be microchipped unless such procedure is determined by a licensed veterinarian to be adverse to the animal's health.

(c) Microchip registration of all canines, felines, or ferrets within the city ~~shall~~ should be updated by the owner, when applicable, within thirty (30) days of any change in owner information.

(d) Exemptions – The microchipping provisions of this section shall not apply to the following:

(1) Canine and feline animals under the age of ~~three (3)~~four (4) months if kept within an enclosure.

(2) Canine and Feline animals brought to the city exclusively for the purpose of entering in any “dog or cat” show or exhibition.

(3) Canine and Feline animals brought to the city exclusively for the purpose of attending a licensed boarding facility.

~~(4) Canine or Feline animals in possession of a licensed Animal Rescuer.~~

Sec. 8-10. Hearing to Determine Nuisance Animal.

(a) Within ten (10) days of impoundment, the court shall hold a bench hearing to determine whether the animal is a Nuisance Animal. The court shall follow the procedures set forth in V.T.C.A., Health and Safety Code § 822.0423.

(b) If the court finds that the animal, while off its owner's property, injured or killed a domestic animal, the court shall deem the animal a Nuisance Animal. The court shall also issue at least one (1) of the following orders:

(1) Order the animal to be destroyed;

(2) Prohibit the owner from owning the same type of domestic animal as the Nuisance Animal while the owner lives in the city limits;

(3) Order that the animal be placed in the custody of the City of Manvel so that the animal will be placed for adoption, with specific restrictions;

(4) Order the City of Manvel to release the animal to its owner with a written notification to the owner that the owner must do one (1) or more of the following within a designated time:

a. Microchip the animal;
b. Sterilize the animal;
c. Place and keep a red collar on the animal with the wording "caution";
d. Register the animal yearly with the City of Manvel;
e. Restrain the animal at all times on a leash or within a secure enclosure;
f. Provide the City of Manvel annual proof of liability insurance for the duration of the Nuisance Animal's life, in an amount not less than one hundred thousand dollars ($100,000.00) per incident, to cover expenses for injured or killed domestic animals that the Nuisance animal may cause in the future;
g. Retrieve the Nuisance Animal from the City of Manvel only when the owner has paid all costs for the impoundment of the animal;
h. Retrieve the Nuisance Animal from the City of Manvel only when the owner has provided the Animal Control department with proof that the animal will be kept in a secure enclosure.

(c) Placing the Nuisance Animal for adoption or transferring ownership does not affect the Nuisance Animal designation or the requirements ordered by the court.

(d) Restitution. The court may order the owner of the Nuisance Animal to pay restitution to the owner of the animal that was injured or killed. If the owner cannot pay restitution, the court may order the owner to perform community service.

(e) No finding. The court shall not deem the animal a Nuisance if:

(1) The damage or attack happened in an enclosure in which the animal was being kept;

(2) The animal was protecting its offspring, itself, or another animal; or

(3) The animal was protecting a person.

(f) Appeal. An owner may appeal the decision of the court in the same manner as provided for in V.T.C.A., Health and Safety Code § 822.0424.

Sec. 8-11. Violations.

(a) An owner violates this division if:

(1) After being deemed a Nuisance Animal, while not on its owner's property, the animal injures or kills another domestic animal; or

(2) An animal that has not been deemed a Nuisance, while not on its owner's property, injures or kills another domestic animal and the owner of the animal had knowledge that the animal had injured or killed, or attempted to injure or kill another domestic animal before.

(3) The owner does not follow the court's orders.

(b) If the Nuisance Animal is found running at large or if the animal owner does not follow the court's orders, the animal shall be impounded at the shelter.

(1) Within ten (10) days of impoundment, the court shall hold a hearing to determine if the animal should be returned to the owner or if one (1) or more of the options listed in this section should be ordered;

(2) The court shall follow the same notice provisions as in section 8-8.

Sec. 8-12. Vicious Dogs – Disposition.

(a) If it is determined by the Animal Control Officer that any dog is a vicious dog, the Animal Control Officer may order the person who owns or has custody of the dog to keep the dog at all times securely confined within the private property of such owner or person having the custody of the dog. The dog must be kept in such manner as the Animal Control Officer may direct to prevent it from biting or having the opportunity of biting any person, including persons lawfully on the premises where the dog is confined, and a sign of sufficient size and design to warn persons shall be clearly posted at every entrance, until after further order of the Animal Control Officer. If, after proper notice, the dog is found running at large, the Animal Control Officer shall capture and may confine the dog for observation and evaluation.

(b) If the Animal Control Officer determines any dog to be both vicious and a perilous threat to human safety after it has first bitten someone, the dog shall be evaluated by an Animal Behavioral Specialist. Only after the animal has been evaluated and is deemed non-rehabilitative, the owner of said animal will be contacted and notified the animal shall be destroyed after the ten-day rabies observation period.

(c) For cases arising under this subsection (b), the Animal Control Officer shall notify the dog's owner that the dog has been determined to be a vicious dog or the dog is to be destroyed. The owner shall have five (5) days after receipt of the notice to appeal the decision of the Animal Control Officer to the judge of the municipal court.

(d) The Animal Control Officer shall notify the owner of the vicious dog in writing and deliver such writing either in person or through certified mail. If the certified mail is returned "refused" or "unclaimed", the notice shall be valid and deemed delivered.

Sec. 8-13. Determination of Viciousness.

(a) In determining whether or not a dog is vicious, the Animal Control Officer shall be guided by the following:

(1) Whether or not the dog has bitten any person at any time other than the occasion which is currently being investigated;

(2) The circumstances surrounding the occasion indicating the temper or ferocity of the dog;

(3) The reputation of the dog in the community with regard to its temper or ferocity; and

(4) Its general menace to the public;

(5) An evaluation of the animal through a certified Animal Behavioral Specialist.

(b) This section shall be operative even though the dog in question has been vaccinated as required by this chapter.

(c) This section shall not apply to a dog guarding property against trespassers.

Sec. 8-14. Animal Bite or Scratch; report confinement, observation, and destruction of animal.

(a) A person who knows of an animal bite or scratch to an individual, or who knows of an animal that the person suspects is rabid, shall report the incident or animal to the Animal Control Officer if the City of Manvel is the location in which the person lives, in which the animal is located, or in which the bite or scratch occurred.

(b) The report must include:

(1) The name and address of the victim and of the animal's owner, if known; and

(2) Any other information that may help in locating the victim or animal.

(c) The Animal Control Officer shall investigate a report filed under this section.

(d) Should any person be bitten or scratched by any animal and a report is made under this section, the Animal Control Officer shall have the authority to immediately retrieve the animal or require the owner to place it with a licensed veterinarian or the Houston Humane Society Shelter for confinement and observation for at least ten (10) days. Any and all fees, including transport fees and expenses shall be billable to and be paid by the owner of, or person responsible for, the animal.

(1) Should the Animal Control Officer decide that it is not necessary to retrieve the animal and place it under confinement and observation with a licensed veterinarian, the person responsible for such animal shall be notified to keep such animal confined and under observation by a licensed veterinarian for not less than ten (10) days after the person was bitten or scratched. The veterinarian shall not release the animal until the local rabies control authority approves the release. Any animal over four (4) months of age that did not have a current rabies vaccination at the time of the bite or scratch shall not be eligible for a home quarantine.

(2) Upon the failure of the person responsible for such animal to comply with such notice, the Animal Control Officer shall cause such animal to be confined and placed under observation with a veterinarian duly licensed to practice in the state or the Houston Humane Society. The owner or owners of such animal shall be responsible for any actual expenses incurred for treatment, veterinary fee and lodging fees.

(e) If any animal dies while under observation, the head will be sent to the Texas Department of Health Rabies Lab.

(f) If, after the ten-day observation period, the animal does not show signs of rabies, the veterinarian or the Animal Control Officer shall release the animal if the owner has an unexpired rabies vaccination certificate for the animal or if the animal is vaccinated against rabies at the owner's expense.

Sec.8-15. Destruction of Rabid Animals.

The chief of police or any police officer of this city shall have the right to destroy any animal suspected of being rabid within the city limits.

Sec. 8-16 [~~8-9~~]. - Registration fee.

The owner of a dog or cat older than ~~three~~ four months of age ~~shall~~ should have the animal registered through the city police department, and renew said registration annually. The cost of registration for each animal shall be in the amount set by the most recent fee schedule resolution adopted by city council. The owner shall show the following in order to register an animal:

(a) [~~(1)~~] A current certificate of rabies vaccine;

(b) [~~(2)~~] The address, name of owner and telephone number of the owner; and

(c) [~~(3)~~] A description of the animal.

Sec. 8-17. Restrictions on Unsterilized Dogs and Cats.

(a) An owner of a dog or cat commits an offense if the animal is not spayed or neutered.

(b) It is a defense to prosecution under Subsection (a) that:

(1) the animal is under six (6) months of age;

(2) a licensed veterinarian certifies that the dog or cat should not be spayed or neutered for health reasons or is permanently non-fertile:

(3) the animal is being held for sale by a retail pet store or for adoption by animal services or an animal welfare organization;

(4) the animal is a competition cat or competition dog; or

~~(5) the owner holds a valid intact animal permit issued under Section 8-16 of this chapter for the animal.~~

~~Sec. 8-18. Intact Animal Permit.~~

~~(a) A person commits an offense if he owns an intact dog or cat without a valid intact animal permit for the dog or cat. A separate breeder/seller permit is required for each dog or cat that the person keeps unsterilized for breeding/selling purposes.~~

~~(b) An intact animal permit may only be issued for a dog or cat:~~

~~(1) that is currently in compliance with the City of Manvel vaccination requirements as listed on the Intact Animal Permit application;~~

~~(2) that is currently in compliance with the registration requirements of Section 8-9 of this chapter; and~~

~~(c) To obtain an intact animal permit, a person must submit an application to the City of Manvel Permits Department (on a form provided by the City of Manvel Animal Control for that purpose).~~

~~(d) An intact animal permit expires one year after the date of issuance and may be renewed by applying in accordance with Subsection (c) of this section. If the permits department does not receive an application for a permit renewal within 45 days after the expiration of the permit, a late fee will be added to the permit fee as listed in the adopted fee schedule.~~

~~(e) An intact animal permit is not transferable.~~

~~(f) A permittee commits an offense if he allows a permitted female dog or cat to have a litter without having the separate breeder/seller permit listed under this section.~~

Sec. 8-19 [~~8-10~~]. - Enforcement.

Any police officer or code enforcement officer of the city may enforce this chapter.

Sec. 8-20 [~~8-11~~]. - Penalty.

Any person who violates this chapter shall be punished by a fine of not more than $500.00 plus any cost; provided however that for any violation governing public health and sanitation, the fine may not exceed $2,000.00. Each day or any part thereof that said violation occurs or continues shall constitute a separate offense.

Sec. 8-21 [~~8-12~~]. - Animal shelter advisory committee.

(a) There is hereby established an animal shelter advisory committee.

(b) The committee shall consist of four members and be composed of at least one licensed veterinarian, one county or municipal official, one person whose duties include the daily operation of an animal shelter (operator), and one representative from an animal welfare organization.

(c) The members shall be appointed by the city council and shall serve two-year terms.

(d) Three members shall constitute a quorum. The affirmative vote of three members (the majority of the committee) is required for any action of the committee.

(e) The committee shall meet at least three times a year.

(f) Appointments to fill vacancies shall be made by the city council and in every case shall be for the unexpired term only of the member whose position has been vacated.

(g) The committee shall act in an advisory capacity to the city council, city manager, and relevant departments and entities of the City of Manvel in animal shelter matters. Specifically, the committee shall be empowered to do any or all of the following:

> (1) Act in an advisory capacity in all matters pertaining to animal shelters within the city and assist animal shelters located in the city to comply with V.T.C.A., Texas Health and Safety Code ch. 823;
>
> (2) Make recommendations to the city council and city manager on animal shelter standards and operations within the city;
>
> (3) With proper authorization from the city council, seek grants and sponsorships for animal shelter operations and activities from public and private sources and donors;
>
> (4) Review the safety records of animal shelter operations based on safety inspections and reports;
>
> (5) Perform any other duties or tasks as may be assigned by the city council.

Sec. 8-22 [~~8-13~~]. - Chaining and tethering prohibitions.

Staking, tying or tethering:

(a) [~~(1)~~] An owner may not leave a dog outside and unattended by use of a restraint unless the owner provides the dog access to:

1. [~~a.~~] Adequate shelter;

2. [~~b.~~] An area that allows the dos to avoid standing water;

3. [~~c.~~] Shade from direct sunlight; and

4. [~~d.~~] Potable water.

(b) [~~(2)~~] An owner may not restrain a dog outside and unattended by use of a restraint that;

1. [~~a.~~] Is a chain;

2. [~~b.~~] Has weights attached;

3. [~~c.~~] Is shorter in length than the greater of:

    i. [~~1.~~] 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;

    ii. [~~2.~~] Ten feet;

4. [~~d.~~] Is not attached to a properly fitted volar or harness; or

5. [~~e.~~] Causes pain or injury to the dog.

(c) [~~(3)~~] 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. 8-23 [~~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 8-22 [~~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 that the lengths specified under that subdivision.

(c) This subchapter does not prohibit a person from walking a dog with a handheld leash.

Sec. 8-24 [~~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. 8-25 [~~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.

Secs. 8-26—8-39. Reserved.

~~ARTICLE II.   KENNELS AND CATTERIES~~

~~Sec. 8-40. Definitions.~~

~~The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them:~~

~~*Animal rescuer* means any person operating a rescue organization or shelter must register with Animal Control, providing documents as may be required for proof of rescuer status, in order to fit within the exceptions to microchipping and permitting in this chapter.~~

~~*Cattery* means any building, structure, enclosure premises or lot whereupon, or within which, more than four (4) cats, four (4) months of age or older, are kept or maintained for any purpose whatever, except a veterinary hospital operated by a graduate veterinarian duly licensed by the state board of veterinary examiners, or the impound facility operated by the City.~~

~~*Class I kennel* means any building, structure, enclosure or premises whereupon, or within which, five (5) to eight (8) dogs, four (4) months of age or older, are kept or maintained. One-half (½) acre minimum is required.~~

~~*Class II kennel* means any building, structure, enclosure or premises whereupon, or within which, nine (9) or more dogs, four (4) months of age or older, are kept or maintained. One acre minimum is required.~~

~~*Non-microchipped animal* means any dog or cat which has no microchip or the owner information with the microchip company or animal control is not valid.~~

~~*Unaltered* and *unspayed* means a condition that exists in an animal which permits the producing of offspring.~~

~~Sec. 8-41. Licensing of Kennels and Catteries.~~

~~(a) No person shall operate or maintain a kennel or a cattery as those terms are defined in section 8-23, without first obtaining approval from a City Animal Control Officer, after which the appropriate license will be obtained from the Animal Control Department. Such license shall be valid for a period of two (2) years from the date of issuance, except that the Animal Control Official may, in his/her discretion, limit the duration of the license to one (1) year when he/she deems such limitation to be appropriate. Said license shall be renewed prior to the date of expiration. Where a kennel license has been issued and is in effect, all animals contained in such kennel shall also be licensed/registered in accordance with the rules and regulations set forth herein.~~

~~(b) An application for a kennel or cattery license shall be filed with the Animal Control Department. Said application form, when completed, shall contain such information as may reasonably be required by the animal control official for the purposes of enforcement of this chapter, including, but not limited to:~~

~~(1) The name, address and current home telephone number of the caretaker of the subject kennel or cattery; and~~

~~(2) A separate name, address and current telephone number for emergency use when such caretaker is absent from the subject kennel or cattery.~~

~~Where a kennel or cattery is sought to be operated upon leased or rented premises, a letter of consent from the owner of the premises to the effect that the kennel or cattery may be maintained and operated on such premises shall be submitted to the Animal Control Department at the time the application for the kennel or cattery license is submitted.~~

~~(c) After receipt of a kennel or cattery license application, the Animal Control Officer and the City Health Official shall make an inspection of the premises of the kennel or cattery for which a license is requested. No kennel or cattery license shall be issued nor shall any such license be renewed, unless and until the kennel or cattery, in the opinion of the Health Official, satisfies the applicable laws and regulations of the state, and the applicable ordinances of the City, including~~

~~but not limited to the Zoning Ordinance. Notwithstanding any other provision of this chapter, the Health Official or the animal control official may, in their respective discretion, limit the numbers of dogs or cats over the age of four (4) months which are kept or maintained in any kennel or cattery, and such limitation may be imposed at such time as an application for an initial kennel or cattery license is considered or at such time as an application for renewal of a kennel or cattery license is considered.~~

~~(d) Notwithstanding any other provision of this chapter, the Health Official and Animal Control Official are hereby authorized to enter upon and inspect the premises of any kennel or cattery located in the city for the purpose of determining whether such kennel or cattery is in compliance with the provisions of this article. As a condition of the issuance of a kennel or cattery license, each owner and operator of a kennel or cattery shall agree to allow such entry and inspection and such agreement shall be made a part of the license application. Such inspections shall be made during reasonable hours at times when the owner or operator of the kennel or cattery is present on the kennel or cattery premises, and with such frequency as the Health Official or Animal Control official shall deem appropriate. Willful refusal on the part of a kennel or cattery owner or operator to allow such inspection shall be grounds for summary denial of an application for a kennel or cattery license or for summary suspension or revocation of a kennel or cattery license.~~

~~(e) A non-profit animal rescuer shall not be required to pay a fee for the licenses required of this article; provided, however, that all other provisions of this article shall be applicable to any such nonprofit corporation.~~

~~(f) A violation of this section shall be punishable as follows: Any person who violates any part of this chapter shall, upon conviction, be guilty of a misdemeanor. Such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of this section is committed, continued or permitted.~~

~~Sec. 8-41. Denial, suspension, revocation and appeal of kennel or cattery license.~~

~~The health official or animal control official may, in his/her discretion, deny any application for a kennel or cattery license whether such application is for an original license or renewal of a license, and may suspend or revoke any kennel or cattery license if it is found a kennel or cattery fails to meet any or all of the standards for kennels set forth in this chapter or is in violation of any law of the state.~~

~~Sec. 8-42. Notice.~~

~~When such denial, suspension or revocation occurs, the health official or animal control official shall prepare a written notice of such denial, suspension or revocation which shall contain a brief statement of the reason or reasons for such denial, suspension or revocation. The health official or animal control official shall serve such notice upon the applicant or licensee by hand-delivery or by registered or certified mail, postage prepaid, return receipt requested. Denial, suspension or revocation shall be effective thirty (30) days after service of such notice. Where an application for a kennel or cattery license is denied or where a kennel or cattery license issued pursuant to this article is revoked, no application for a new license for such kennel or cattery shall be considered for a period of one (1) year from the effective date of such denial or revocation; provided, however, that for good cause shown the chief of police may direct that there be a lesser period of time before such application will be considered.~~

~~Sec. 8-43. Appeal.~~

~~An animal owner may appeal the decision of the chief of police, or designee to revoke a license of a dog or cat as a result of the informal hearing held by the chief of police or designees, by writing and requesting that the decision be appealed to and reviewed by the chief of police, or designee. The chief of police's decision on the appeal of the revocation shall be final, and not be subject to further appeal.~~

~~Secs. 8-44—8-50. Reserved.~~

~~ARTICLE III. - ANIMAL RESCUER PERMIT~~

~~Sec. 8-51. Animal Rescuer Permitting and Licensing.~~

~~(a) Any person or entity engaged in the rescue of animals, shall first obtain a rescue permit from the City Animal Control Department and shall meet all requirements for a kennel/cattery license.~~

~~(1) For a rescuer primarily maintaining five (5) to eight (8) dogs or cats outside, a class I kennel/cattery license is required, and the minimum land requirement shall be one-half (½) acre to one (1) acre in size.~~

~~(2) For a rescuer primarily maintaining nine (9) or more dogs or cats outside, a class II kennel/cattery license is required, and the minimum land requirement shall be one (1) acre.~~

~~(b) The fee for a kennel/cattery permit as a rescue facility shall be as stated in the City of Manvel approved fee schedule.~~

~~(c) Personal dogs or cats (not for adoption or sale) shall be microchipped in accordance with this chapter.~~

~~(d) A permitted rescuer obtaining animals from a shelter shall not be subject to the payment of impound fees and charges, but shall be subject to any spay/neuter fees by a properly licensed veterinarian.~~

~~(e) All rescued dogs and rescued cats older than four (4) months must be spayed/neutered, unless a licensed veterinarian prohibits for reason of medical necessity, prior to releasing to an adopting party. In any event, the animal must be altered within thirty (30) days of receipt by the rescuer.~~

~~(f) Accurate and complete records of all animals shall be maintained by the animal rescuer on forms which will be made available to the city of animal control for inspection upon request.~~

~~(g) Administration of the animal rescue program shall be the responsibility of the animal control official who shall have the authority to issue and revoke animal rescue permits.~~

~~Secs. 8-51 – 8-54. Reserved.~~

ARTICLE IV. - ANIMAL SELLER PERMIT

Sec. 8-55. Permit required.

(a) Any person engaged in the sale of animals, shall first obtain a seller permit from the city Animal Control Department and shall meet all requirements for such permit.

(1) Applicant must provide proof of rabies inoculation as required by this chapter.

(2) No more than one prior permit granted to household in prior twelve (12) months.

(b) The fee for a seller permit shall be as stated in the City of Manvel fee schedule resolution.

(c) Seller permit does not apply to kennel/cattery and is limited to one (1) animal or litter.

Secs. 8-56—8-59. Reserved.

ARTICLE V. - PETTING ZOO REQUIREMENTS

Sec. 8-60. Notification.

Any animal exhibitor who will be operating a petting zoo at any event within the city must notify, in writing, the animal control division of the city police department no less than five (5) days before the event. This written notification must consist of the date, time and location of the petting zoo, the number and species of animals that will be present, proof of insurance and proof of a USDA license where applicable. The notice must be submitted in duplicate (two (2) copies), with one (1) copy to be kept on file with the animal control department and one (1) copy to be forwarded to the city health official for review.

Sec. 8-61. General requirements.

The petting zoo must comply with the following requirements:

(a) A minimum of two (2) hand washing stations must be visible, easily accessible and operating at all times that the petting zoo is open to the public.

(b) A fence barrier must be constructed so as to prevent the public's direct contact with the animals outside the barrier. This barrier must be sanitized three (3) times daily (prior to opening, midway through the event and upon closing). The operator may be required to sanitize the fence barrier more often when determined to be necessary by the health official.

(c) The operator of the petting zoo must have appropriate informational and educational materials available to the public. Such materials shall inform the participants of the petting zoo of the dangers associated with lack of hand washing after contact with animals. This information should consist of, at a minimum, signs and brochures.

(d) Animal containment areas must be covered with straw or an approved, equally absorbent material. The area must be completely raked and sanitized nightly. The operator may be required to rake and sanitize the containment area more often when determined to be necessary by the health official.

(e) A commercial dumpster must be obtained and emptied at least every forty-eight (48) hours to reduce the amount of odor or the attraction of flies and other nuisances.

(f) No animal which is sick, injured, in heat or pregnant shall be allowed in the zoo.

(g) No food or drinks will be allowed within the fenced-in barrier. A sign with a minimum of one-inch lettering must be posted at every entrance gate, stating "No Food or Drinks Allowed Beyond this Point."

(h) No exotic cats, primates or any other animal that is recognized by the city animal control official as possibly posing an unacceptable level of risk to the public will be allowed.

Sec. 8-62. Permit process.

A permit to operate the petting zoo will be issued upon the following:

(a) Submission of the completed paperwork to the animal control department.

(b) Inspection and approval of the petting zoo facilities and animals by the city animal control department and city health official, certifying that the petting zoo meets the minimum requirements as set forth in this chapter, the state, the USDA, and any other applicable laws.

(c) Inspection and approval of the petting zoo facilities by the city building official or Code Enforcement and Fire Marshal, certifying that the facility is not in violation of any applicable fire or building ordinances. It is the responsibility of the operator of the petting zoo to schedule the appropriate inspections and post the inspection report forms in a place where they are available for inspection by the city health official and animal control official. All inspections are to be scheduled by the operator at least forty-eight (48) hours prior to the event.

(d) Payment of all applicable fees to the city.

Sec. 8-63. Fees.

The required permit fee is set out in the City of Manvel fee schedule. The permit fee is due payable to the city after approval of the permit application by all applicable city departments. The city is not responsible for cancellation of any events by the event coordinator, weather, or any other causes. All permit fees are non-refundable.

Sec. 8-64. Permit.

Upon completion of all requirements set forth in this article, a permit will be issued in the name of the business and must be posted in a place that is visible to the general public.

Sec. 8-65. Violations.

If a petting zoo holding a valid permit issued by the city is found upon inspection by the city animal control official or health official to be out of compliance with any provision set forth in this chapter, then the permit can be revoked and the operation of the business must cease immediately. Upon revocation, a hearing with the chief of police, or designee, may be requested by the business owner within ten (10) days of the revocation to review the revocation of the permit.

No petting zoo may operate within the city limits without a valid permit."

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 _________________, 2024.

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

____
Dan Davis, Mayor

Attest:

____
Tammy Bell, City Secretary

APPROVED AS TO FORM:

____
Robert Gervais, City Attorney

ORDINANCE NO. 2024-O-30

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL BY AMENDING CHAPTER 33 "FOOD AND FOOD HANDLERS" TO ADOPT THE 2021 *TEXAS FOOD ESTABLISHMENT RULES* (TFER), WITH LOCAL AMENDMENTS CONSISTENT THEREWITH, REGULATING FOOD ESTABLISHMENTS; AMENDING CHAPTER 35 "FOOD AND FOOD HANDLERS" TO AMEND DEFINITIONS AND OTHER PROVISIONS TO MAKE THE RULES PERTAINING TO MOBILE FOOD VENDORS CONSISTENT WITH ADOPTION OF THE 2021 TFER; REPEALING PROVISIONS IN CONFLICT THEREWITH; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED $2,000.00 PER DAY FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; AND PROVIDING FOR SEVERABILITY.

WHEREAS, the City Council of the City of Manvel, Texas, has deemed it in the best interest of the health, safety, and welfare of the citizens of the City to regulate food and food handlers; and

WHEREAS, this regulation is integral to maintaining the public health and to support the vision of citizens and City Council of the City of Manvel; and

WHEREAS, the City Council finds that the adoption of the 2021 Texas TFER and amendment of section 35-310 are in the best interest of the citizens of Manvel to regulate food establishments; 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 Code of Ordinances of the City of Manvel is hereby amended by amending CHAPTER 33 "FOOD AND FOOD HANDLERS," to read and provide as follows:

"Chapter 33 - FOOD AND FOOD HANDLERS

The purpose of the chapter is to safeguard public health and provide to consumers food that is safe, unadulterated, and honestly [~~resented~~] represented. This chapter establishes set standards for management and person, food operations, and equipment and facilities; and provides for food establishment plan review, permit issuance, inspection, and permit revision.

ARTICLE I. - IN GENERAL

Sec. 33-1. State regulations adopted.

(a) The city adopts by reference Title 25. Texas Administrative Code, Chapter 228, *Texas Food Establishment Rules 2021*.

(b) The *Texas Food Establishment Rules 2021* shall be considered incorporated herein by reference for all purposes.

(c) From and after enactment of this chapter, the *Texas Food Establishment Rules 2021* shall govern the regulation of food and food establishments in the city in addition to any other requirements set forth in this chapter and other applicable laws and regulations. For purposes of this chapter, the words, terms and phrases set forth in the *Texas Food Establishment Rules 2021* as definitions shall have the meanings and interpretations set forth therein.

(d) Except as where may be specifically stated herein, this chapter shall be enforced by the city code enforcement officer/health officer, or such other personnel designated by the city manager.

(e) A copy of the *Texas Food Establishment Rules 2021* shall be on file in the office of the city secretary.

Sec. 33-2 [~~33-1~~]. - 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:

Employee shall mean any person who handles food or drink during preparation or serving, or who comes in contact with any eating or cooking utensils, or who is stationed in a room in which food or drink is prepared or served, including but not limited to, the permit holder, person in charge, person having supervisory or management duties, person on the payroll, family member, volunteer, person performing work under contractual agreement, or other person working in the food establishment.

Food means [~~(1)~~] articles used for food or drink for human consumption; [~~(2)~~] a raw, cooked, or processed edible substance, ice, beverage, or ingredient used or intended for use or for sale in whole or in part for human consumption, [~~(3)~~] chewing gum, and [~~(4)~~] components of any such article.

Hair restraints shall mean a hat, hair covering or net, beard restraint, or clothing that covers body hair and is designed and worn to effectively keep hair from [~~contacted~~] contacting exposed food, equipment, utensils, linens, or single-use and single-service articles. This requirement does not apply to food employees, such as counter staff, who only serve beverages and wrapped or packaged foods, hostesses, and wait staff, if they present a minimal risk of contaminating exposed food; clean equipment, utensils, and linens; and unwrapped single-service and single-use articles, whose hair is secured.

Health officer shall mean any person in the code enforcement/health office, or other person designated by the city manager, assigned to inspect food establishments, educate food establishment employees and food employees on local and state statutory requirements for health and safety in food service, and enforce all local and state health and safety laws as permitted by law.

Imminent health hazard shall mean a significant threat or danger to health that is considered to exist when there is evidence sufficient to show that a product, practice, circumstance, or event creates a situation that requires immediate correction or cessation of operations to prevent injury based on the number of potential injuries and the nature, severity, and duration of the anticipated injury; including but not limited to, a complete rack of refrigeration, sewage back-up into the establishment, or an inspection score less than 50.

Misbranded-food shall mean be deemed misbranded if:

(1) Its labeling is false or misleading in any particular;

(2) It is offered for sale under the name of another food;

(3) It is an imitation of another food, unless its label bears the word "imitation" in type of uniform size and prominence and immediately thereafter the name of the food imitated; and except in cases of mixture and compounds which may be now or from time to time hereafter known as articles of food, under their own distinctive names, and not an imitation of or offered for sale under the distinctive name of another article if the name is accompanied on the same label or brand with a statement of the place where said article has been manufactured or produced. No one administering this chapter may constitute oleomargarine as an imitation of butter;

(4) The container is so made, formed, or filled as to be misleading;

(5) It is in package form without a label containing: (a) the common name of the food, (b) the name and place of business of the manufacturer, packer, or distributor; (c) an accurate statement of the quantity of the content in terms of weight, measure, or numerical count; and (d) the name of the food source for each major food allergen contained in the food unless the food source is already part of the common name;

(6) If any word, statement, or other information required by or under authority of this chapter of state law to appear on the label or labeling is not prominently placed thereon with such

conspicuousness (as compared with other words, statements, designs, or devices, in the labeling) and in such terms to render it likely to be read and understood by the ordinary individual under customary conditions of purchase and use;

(7) If it purports to be or is represented as food for which a definition and standard of identity has been prescribed by state regulations, unless, (a) it conforms to such definition and standard, and (b) its label bears the name of the food specified in the definition and standard, and, insofar as may be required by such regulations, the common names of optional ingredients (other than spices, flavoring, and coloring) present in such foods;

(8) If it purports to be or is represented as: (a) A food for which a standard of quality has been prescribed by state regulations, and its quality falls below such standard unless its label bears, in such manner and form as such regulations specify, a statement that it falls below such standard; or (b) A food for which standard or standards of fill of container have been prescribed by state regulations, and it falls below the standard of fill container applicable thereto, unless it labels bears, in such manner and form as such regulations specify, a statement that it falls below such standard;

(9) If it is not subject to the provisions above, unless it bears labeling clearly giving: (a) the common or usual name in the food, if any there be; and (b) in case it is fabricated from two or more ingredients, the common or usual name of each such ingredient; except that spices, flavorings, and colorings, other than those sold as such may be designated as spices flavorings, and colorings, without naming each; provided that, to the extent that compliance with the requirements of clause (b) of this subsection is impractical or results in deception or unfair competition, exemptions shall be established by regulations promulgated by the state commissioner of health; provided further that the requirements above shall not apply to any bottled carbonated drinks or soft drinks and, provided further, that clause (b) of this subsection shall not apply to any bottled carbonated drinks or soft drinks or the dispensing of carbonated soft drinks in single service cups. Nothing in this chapter shall be construed as requiring proprietors or manufacturers of proprietary foods which contain no unwholesome added ingredients to disclose their trade formulas except insofar as the provisions of the law require to secure freedom of adulteration or misbranding;

(10) If it purports to be or is represented for special dietary uses, unless its label bears such information concerning its vitamin, mineral and other dietary properties as the state commissioner of health determines to be, and by regulations prescribed, as necessary in order to inform purchasers as to its value for such uses; or

<u>(11)</u> [~~(12)~~] If it bears or contains any artificial flavorings, artificial coloring, or chemical preservative, unless it bears labeling stating that fact; provided that, to the extent that compliance with the requirements of this subsection is impracticable, exemptions shall be established by regulations promulgated by the state commissioner of health. The provisions of this subsection and subsections (7) and (9) with respect to artificial coloring are not to apply in the case of butter, cheese, and ice cream.

Nonprofit organization/establishment shall mean an organization whose operations is not conducted or maintained for the purpose of making a profit, and from which its shareholders or trustees do not benefit financially. Nonprofit status must be verified by submission of supporting documentation, such as an IRS form 501c.

Private water system shall mean a drinking water system that is not connected to a public water system and is not regulated by the Texas Commission on Environmental Quality, including private wells. Such systems have additional requirements, including, but not limited to, water sampling and testing every six months. Upon request, proof of testing may be required and documents submitted to the regulatory authority.

Regulatory authority shall mean the City of Manvel, Texas.

Temporary food establishment (§228.222 TFER) shall mean a food establishment that operates for a period of no more than ten consecutive days in conjunction with a single event or celebration. This may include a stand or a booth.

Restaurant shall mean a business establishment whose primary function is the ability for the general public to obtain dining or take-out food service, where the services rendered are for the consumption of food that is cooked, held, stored, prepared, or served on the premises. The term restaurant excludes: grocery stores, convenience stores, day cares, public and private schools, governmental entities, churches, non-profit entities, and businesses not generally open for public access.

State law definitions shall mean any term used in this chapter and not specifically defined herein shall have the meaning ascribed to it in the Texas Food, Drug and Cosmetic Act, V.T.C.A., Health and Safety Code, Ch. 431.

Time/temperature controlled for safety (TCS) food shall mean a food that requires time/temperature controlled for safety to limit pathogenic microorganism growth or toxin formation.

Utensils shall mean and include any kitchenware, tableware, glassware, cutlery, vessels, containers, or other equipment with which food or drink comes in contact during storage, preparation, serving, eating, or drinking.

[~~Sec. 33-2. - State regulations adopted.~~

~~(a) The city adopts by reference the Texas Food Establishment Rules 2015. The Texas Food Establishment Rules 2015 shall be considered incorporated herein by reference for all purposes.~~

~~(b) From and after enactment of this chapter, the Texas Food Establishment Rules 2015 shall govern the regulation of food and food establishments in the city in addition to any other requirements set forth in this chapter and other applicable laws and regulations. For purposes of this chapter, the words, terms and phrases set forth in the Texas Food Establishment Rules 2015 as definitions shall have the meanings and interpretations set forth therein.~~

~~(c) Except as where may be specifically stated herein, this chapter shall be enforced by the city code enforcement officer/health officer, or such other personnel designated by the city manager.~~

~~(d) A copy of the Texas Food Establishment Rules 2015 shall be on file in the office of the city secretary.~~]

Sec. 33-3. - Local amendments and definitions.

The Texas Food Establishment Rules 2021 [~~2015~~] adopted in section 33-1 are hereby amended as follows:

(1) The following provisions are added:

[~~a. 228.2(153) Code enforcement/health officer — A city "code enforcement officer" or "health officer" shall mean any person in the health office/code enforcement office, or other person designated by the city manager, assigned to inspect food establishments, educate food establishment employees and food employees on local and state statutory requirements for health and safety in food service, and enforce all local and state health and safety laws as permitted by law.~~

~~b. 228.2(154) Reconstituted — Food created or prepared by recombining dehydrated food products with water or other liquids.~~

~~c. 228.2(155) Sanitation — Effective bactericidal treatment process that provides enough accumulative heat or concentration of chemicals for enough time to reduce the bacterial count, including pathogens, to a safe level on tableware, utensils, equipment, and alike.~~

~~d. 228.186(o)(2)(F) Service Animals — In areas that are not used for food preparation or storage, a food establishment may, at the owner or manager's discretion, or where required by law, allow patrons to bring service animals on the premises. Notices stating where a patron is allowed to bring service animals on the premises shall be posted in all areas where the service animals are to be allowed by the food establishment.~~

~~(2) The following provisions are adopted in place of the identically numbered provisions in the Texas Food Establishment Rules 2015:~~

~~a. 228.2(57) Food establishment — Food establishment means an operation that stores, prepares, packages, serves, vends, or otherwise provides food for human consumption, whether for charge or not, as follows:~~

~~1. A restaurant, retail food store, satellite or catered feeding location, catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people, market, vending machine location, self-service food market, conveyance used to transport people, institution, or food bank. This includes any establishment where prepackaged time/temperature control for safety (TCS) food and food products are offered to the ultimate consumer and intended for off premise consumption;~~

~~2. An establishment that relinquishes possession of food to a consumer directly, or indirectly through a delivery service, such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carriers; and~~

~~3. Includes an element of the operation such as a transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location, unless the vending or feeding location is permitted by the regulatory authority.~~

~~4. An operation that is conducted in a mobile, stationary, temporary, or permanent facility or location; where consumption is on or off the premises regardless if there is a charge for the food.~~

~~5. Food establishment does not include :~~

~~i. An establishment that offers only prepackaged foods that are not TCS foods;~~

~~ii. A produce stand that only offers whole, uncut fresh fruits and vegetables;~~

~~iii. A food processing plant;~~

~~iv. A cottage food production operation;~~

~~v. A private home that receives catered or home-delivered food;~~

~~b. 228.2(59) Food protection manager certification—A document obtained by a person in charge who demonstrates knowledge by being a food protection manager that is certified by a food protection manager certification program that is evaluated and listed by a conference for food protection-recognized accrediting agency as conforming to the conference for food protection standards for accreditation of food protection manager certification programs. Food establishments having multiple preparation areas or at such distance that a single individual may not effectively supervise activities in each, must have a person in charge who has a valid food service manager's certification located in each area.~~

~~c. 228.2(85) Mobile food unit (MFU)—A vehicle mounted, self or otherwise propelled, self-contained food service operation, designed to be readily movable (including, but not limited to, trailers and food hand cart) and used to store, prepare, display, serve, or sell food. Mobile units must completely retain their mobility at all times. A mobile food unit does not mean a stand or a booth. A mobile food unit operating in the city must have onsite at least one food employee who possesses a food manager certification.~~

~~d. 228.2(143)~~]

a. Temporary food establishment—A food establishment that operates a stand or booth for a period of no more than ten consecutive days in conjunction with a single event or celebration. A temporary food establishment operating in the city must have onsite at least one food employee who possesses a food manager certification.

[~~e. 228.42(a)(2) is amended by changing "closed beverage container" to "screw top lid" and adding a requirement that management designate a specific location to store all approved employee beverage containers.~~]

Sec. 33-4. - Application of chapter.

(a) This chapter shall apply to all areas within the corporate limits of the city.

(b) Persons or organizations whose food services are regulated and regularly inspected by another federal or state governmental entity are required to comply with this chapter.

(c) If there is a conflict between a provision of this chapter and another provision of the City Code or state law, the more stringent provision shall apply.

Sec. 33-5. - Enforcement.

Except as where may be specifically stated herein, this chapter shall be enforced by the City Code enforcement officer/health officer, or such other personnel designated by the city manager.

Sec. 33-6. - Penalty.

(a) All provisions of this chapter shall be applicable to all food establishments, unless otherwise required by law.

(b) No food establishment shall be operated within the city unless it conforms with the provisions of this chapter.

(c) Any person or establishment deemed in violation of this chapter may be subject to permit suspension or revocation.

(d) Any person who intentionally, knowingly, willfully, or with criminal negligence violates any provision of this chapter shall be guilty of a misdemeanor and upon conviction thereof shall be punished by a fine of not exceeding $2,000.00. Each day of violation of this chapter shall constitute a separate offense. Prosecution in municipal court shall be in addition to other remedies provided in this chapter, by law, or in equity.

(e) A license holder shall ensure that the food establishment is in full compliance with this chapter at all times.

(f) The person in charge shall ensure that the food establishment is operated in full compliance with this chapter and that all food is stored, prepared, displayed and served in accordance with the provisions of this chapter.

(g) All mobile food unit and temporary food establishment vendors must comply with the requirements of the City Code, chapter 35, article X, as amended from time to time.

Sec. 33-7. - Injunction.

(a) If it appears that a person has violated, is violating, or threatens to violate this chapter, the city may institute a civil suit in a district court for injunctive relief to restrain the person from continuing the violation or threat of violation.

(b) The city may petition a district court for a temporary restraining order to immediately halt a violation or other action creating an emergency condition if it appears that:

(1) A person is violating or threatening to violate this chapter; and

(2) The violation or threatened violation creates an immediate threat to the health and safety of the public.

Secs. 33-8, 33-9. - Reserved.

ARTICLE II. - HEALTH PERMIT

Sec. 33-10. - Required.

(a) Health permit. No person shall operate a food establishment without possessing a valid health permit issued by the city through the permits department. Such permit be known as a "health permit", a "temporary food establishment health permit", or a "mobile food unit health permit", hereinafter referred to collectively as "permit", "permits", or "health permit". Only a person who complies with the requirements of this chapter shall be entitled to receive or retain such a permit. All health permits issued by the city remain the property of the city.

(b) The non-refundable annual fee for a food establishment health permit, other than that issued to a nonprofit organization, daycare, or institution, will be based on the square footage of the establishment.

(c) Permits are not transferable from one person or place to another person or place. A valid permit shall be posted in view of the public in every food establishment, temporary food establishment, and mobile food unit.

(d) Each and every food establishment, whether under one roof or not, operating separate POS systems, or subletting a location/area from lessee, shall be considered a separate establishment, and a permit must be obtained for each establishment. Each such establishment is subject to the requirements in this chapter.

(e) Application. All applications must be completely and accurately filled out, and all requirement documentation must be submitted. Any fraudulent information may cause revocation of any and all issued health permits.

(1) Any person desiring to obtain a health permit shall make written application for such permit on forms provided at the city's permits department or on the city's website. Such application shall include the applicant's full name and mailing address; the location of proposed food establishment; and the signature of the applicant or applicants.

(2) Any person desiring to obtain a temporary food establishment health permit shall make written application for such permit, at least three days [~~before~~] prior to the beginning of the temporary food establishment operation, on forms provided at the city's permits department or on the city's website. In addition to the information listed in subsection (1) above, such application shall include

a. The inclusive dates of the proposed operations;

b. The name, address, and telephone number of the owner or owners of the property where the temporary food service establishment is to be located; and

c. A statement signed by the owner(s) of the property or his/her authorized agent, stating that arrangements have been made for the proper disposal of all rubbish, trash, garbage, and for maintaining the property free from litter and nuisances during the total period of operation up to and including any cleanup time required to remove all rubbish, trash, garbage, and litter resulting from the food service. A description of such arrangements must be included.

(4) Any person desiring to obtain a mobile food unit health permit shall make written application for such permit on forms provided at the city's permits department or on the city's website. Should an individual or entity own more than one mobile food unit, a health permit must be obtained to each individual mobile food unit. In addition to the information listed in subsection (1) above, such application shall include

a. The physical address where the mobile food unit is stationed when not in use;

b. The business name and address of the central preparation facility or other fixed food service establishment where the potentially hazardous food supplies are obtained;

c. The address of the servicing area; and

d. A description of the mobile food unit which includes the manufacturer's make, model, serial or VIN number, and the vehicle's state registration number.

(5) A permit holder must notify the city of any changes to the information submitted in an application for the permit, including but not limited to, change of address or telephone number. The notification must be given to the city in writing within ten days of the change.

(f) The permit department shall issue the appropriate permit to the applicant if inspection reveals that the proposed food establishment complies with the requirements of this chapter. All temporary food establishments and mobile food unit vendors must comply with the requirements of the City Code, chapter 35, article X.

Sec. 33-11. - Duration.

Permits shall be issued annually and shall extend from the date of issuance for a period of one year [~~or renewal, until June 30 each year. All health permits issued by the city expire on June 30 each year~~]. Annual renewal applications must be submitted at least 30 [~~14~~] days prior to the expiration date of the permit.

Temporary food establishment health permits shall extend from the first date of service until ten days after the first date of service. All temporary food vendor permit applications must be submitted at least three days before the first event day. Applications received after less than three days before the first event day may be imposed with additional fees.

Mobile food unit health permits shall be issued annually and shall extend from the date of issuance or renewal, until the first day of the issuance month the following year. Annual renewal applications must be submitted at least 14 days prior to the expiration date of the permit.

Sec. 33-12. - Fees.

(a) Before any permit shall be issued under this chapter, the applicant shall pay the applicable fees set forth in the latest fee schedule resolution adopted by the city. All food establishments shall be obligated to pay an annual permit fee as specified in the latest fee schedule resolution adopted by the city.

(b) The re-inspection fee set forth in the latest fee schedule resolution adopted by the city shall apply in cases where re-inspection is deemed necessary by the city's code enforcement officer/health officer.

(c) Health permit renewal applications received after the expiration date of issued permit fee shall include a late fee as set for in the latest fee schedule resolution adopted by the city.

Sec. 33-13. - Refunds.

Permit fees are not refundable.

Sec. 33-14. - Suspension.

(a) The city, without warning, may suspend any health permit to operate a food establishment, temporary food establishment, and/or mobile food unit, if the operation of the establishment does not comply with the requirements of this chapter, the permit holder does not comply with the requirements of this chapter, or if the operation of the establishment otherwise constitutes a substantial health hazard or immediate threat to the health and safety of the public. Suspension is effective upon written notice and issuance, and service operations shall immediately cease.

(b) Whenever a permit is suspended, the city shall notify the permit holder or the person in charge of the food establishment in writing of the reason(s) for which the permit is suspended and inform them of the opportunity for a hearing before the city municipal court. If the permit holder requests a hearing, they shall file their written request for a hearing with the city secretary within ten days following service of such notice of suspension. If a request for hearing is filed, a hearing shall be scheduled within ten days of the city's receipt of such request. If no request for hearing is filed within the ten-day period, the suspension of the permit is sustained. The city's code enforcement officer/ health officer may end the suspension at any time if reasons for suspension no longer exist.

(c) Whenever a food service license is suspended, it may be physically removed from the premises by the code enforcement officer/health officer and retained at the office of the code enforcement officer/health officer until the suspension has been lifted or modified.

(d) Whenever a mobile food unit license is suspended, it shall be physically removed from the mobile food unit in violation by the code enforcement officer/health officer.

(e) All hearings shall be held in the municipal court and presided over by a municipal court judge. All hearings shall be, as much as practicable, conducted pursuant to the Texas Rules of Civil Procedure.

(f) If the permit holder fails to appear at the hearing at the time, place, and date specified, the city shall present sufficient evidence to establish a prima facie case showing violation of this chapter or conditions constituting a hazard to public health which formed the basis of the suspension of the license.

(g) If the municipal court finds that the food establishment was, in fact, in violation of this chapter or that it constituted a hazard to public health, the court shall make written findings of fact and shall order the permit suspended until all violations of this chapter are corrected and any conditions constituting a hazard to public health are eliminated. A copy of the findings and order of the court shall be either given to the responsible party upon conclusion of the hearing, or sent by certified mail, return receipt requested, to the permit holder. If the municipal court finds that the public interest will be adequately protected by a warning or other penalty authorized under this chapter, it may reinstate the permit.

(h) Whenever the reasons for a suspension no longer exist, the permit holder or the person in charge shall notify the permits department that the conditions under which the permit was suspended have been corrected and that an inspection is requested. Upon receipt of request and payment of any required re-inspection fee, such inspection shall be conducted as soon as possible and in no event, no later than three regular working days after the receipt of the request for inspection.

Sec. 33-15. - Revocation.

The city may revoke a permit for serious or repeated violation(s) of any of the requirements of this chapter or for interference with the health official/code enforcement officer in the performance of his/her duties. Prior to revocation, the city shall notify the permit holder or the person in charge of the food establishment in writing of the reason(s) for which the permit is subject to revocation, and that the permit shall be revoked at the end of the ten calendar days following service of such notice unless a written request for a hearing is filed with the city secretary within ten days following service of such notice of revocation. If a request for hearing is filed, a hearing shall be scheduled within 30 days of the city's receipt of such request. If no request for hearing is filed within the ten-day period, the revocation of the permit becomes final.

Sec. 33-16. - Service of notice.

A notice provided for in this article is properly served when it is delivered to the permit holder or the person in charge of the establishment or when it is sent by registered or certified mail, return receipt requested, to the last known address of the permit holder or when it is delivered by the city in person to the last known address of the permit holder.

Sec. 33-17. - Hearings.

The hearings provided for in this article shall be held in the municipal court and presided over by a municipal court judge. Based upon the recorded evidence of such hearing, the municipal court judge shall make a final finding and shall sustain, modify or rescind any notice or order considered in the hearing. A written report of the hearing decision shall be furnished to the permit holder, and a copy shall be filed with the city secretary.

Sec. 33-18. - Application for a new permit after revocation.

The permit holder that has been revoked must wait 180 days after the final date of the revocation decision before making written application for a new permit.

Secs. 33-19—33-30. - Reserved.

ARTICLE III. - INSPECTIONS

Sec. 33-31. - Access.

Agents of the city, after proper identification, shall be permitted to enter any food service establishment at any reasonable time for the purpose of making inspections to determine compliance with this article. The agents shall be permitted to examine the records of the establishments to obtain information pertaining to food and supplies purchased, received or used, or to persons employed.

Sec. 33-32. - Frequency.

(a) When an initial health permit is issued, prompted by a new business or commercial change of occupant, an inspection that produces a graded score will be conducted within 60 days of service launch.

(b) An inspection of a food service establishment should be performed on each food establishment within the city at least every six months, and additional inspections shall be performed as often as necessary for the enforcement of this chapter. Any establishment scoring 75 or below on an inspection will automatically receive a follow-up inspection within ten days. A re-inspection fee must be paid prior to follow up inspection. Failure to pay re-inspection fee or a second score of 75 or below on an inspection shall result in an order to immediately cease all food service operations. Any person, firm, or food establishment proven to have failed to immediately cease all food service operations upon an order from the city shall be deemed guilty of a misdemeanor and shall, upon conviction by a court of competent jurisdiction, be assessed fines or other punishment as provided by this Code.

(c) If a food establishment is being inspected for the first time by the city code enforcement officer/health officer, the following additional requirements apply:

> (1) For a food establishment located at permanent premises, a code enforcement officer/health officer will only conduct an inspection to obtain a food service permit after the food establishment has passed final inspections by the building official and the fire marshal, or their respective designees.
>
> (2) A food establishment located at permanent premises may not store any food defined as time/temperature control for safety food (TCS) at the premises until after the code enforcement officer/health officer has completed his/her inspection and the food establishment has passed said inspection. If a food establishment is found to have TCS food on the premises at the time of an initial health inspection, the code enforcement officer/health officer may order the TCS food to be disposed of properly if it is found to have been kept in unsafe conditions.

(d) Whenever an inspection of a food establishment is conducted, the findings shall be recorded in an inspection report, and a copy of each inspection report with number score and corresponding letter grade shall be provided to the food service manager or other person in charge of the establishment. The rating score of the establishment shall be the total of the weighted point values for all violations, subtracted from 100. [~~The code enforcement officer/health officer shall post the grade/score placard corresponding to the food establishment's inspection report upon an inside wall or window near the main public entrance of the establishment in a location readily visible to consumers, and such grade/score placard shall not be defaced or removed by any person except the code enforcement officer/health officer. Any person, firm, or corporation who fails to properly post the inspection report or the corresponding letter/score placard, or removes, defaces, or alters the inspection report or the corresponding letter/score placard, as required shall be deemed guilty of a misdemeanor and shall, upon conviction by a court of competent jurisdiction, be assessed fines or other punishment as provided by this Code.~~]

(e) In the case of temporary food service establishments, all violations shall be corrected immediately. If violations are not corrected, the code enforcement officer/health officer shall immediately suspend the health permit. Any person, firm, or establishment who is found to have failed to immediately cease operations upon suspension of temporary health 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.

Sec. 33-33. - Correction of violations.

The inspection form shall specify a reasonable period of time to correct the violations and such violations must be corrected within the specified period; provided, however, that:

(1) If an imminent health hazard exists the establishment, including a mobile food unit, shall immediately cease food service operations and operations shall not be resumed until authorized by the city; and

(2) All violations at temporary food establishments shall result in cessation of temporary food service operations.

(3) The establishment or mobile food unit shall not resume operations until such time as a re-inspection determines that the condition(s) responsible for the requirement to cease operations no longer exists. The city shall offer to re-inspect the establishment within a reasonable time.

Sec. 33-34. - Reserved.

Sec. 33-35. - Power failure.

(a) *Power failure greater than 30 minutes and less than four hours*. If there is a power failure, mechanical failure, or other condition that results in an internal machine thermometer that cannot maintain food temperatures, and such condition continues for a length of time greater than 30 minutes but less than four hours, the following steps must be taken:

> (1) The food establishment must be closed during the power failure;
>
> (2) A log must be kept of the time that the power failure initially occurred, the temperature of the food at that time, and the time and temperature of the TCS food at one-hour intervals until the power is restored;
>
> (3) The regulatory authority must be notified immediately of the power failure greater than three hours; and
>
> (4) Documentation must be provided to the regulatory authority immediately upon request.

(b) *Power failure greater than four hours*. (In addition to those above in subsection (1)) If there is a power failure, mechanical failure, or other condition that results in an internal machine thermometer that cannot maintain food temperatures, and such condition continues for a length of time greater than four hours, the following steps must be taken:

(1) All TCS food must be disposed of. Documentation of disposal must be provided to the regulatory authority immediately upon request.

(2) If required by the city, the food establishment may not re-open until an inspection has been conducted by the regulatory authority.

Sec. 33-36. - Examination, detention, and destruction of food.

(a) The regulatory authority may examine and collect samples of food as often as necessary for the enforcement of this subchapter.

(b) The regulatory authority shall, upon written notice to the owner or person in charge, specifying the reasons therefor, place any food under detention which it has probable cause to believe is adulterated, misbranded, in violation of this chapter, or a hazard to public health. The city shall tag, label, or otherwise identify any food subject to the detention order. No food subject to a detention order shall be used, served or moved from the establishment. The regulatory authority shall allow storage of the detained food under conditions specified in the detention order, unless storage is not possible without risk to the public health, in which case immediate destruction shall be ordered and accomplished. The detention order shall state that a request for hearing may be filed within ten days and that if no hearing is requested the food shall be destroyed. A hearing shall be held if so requested and, on the basis of evidence produced at the hearing, the detention order may be vacated or the person in charge of the food may be directed by written order to destroy such food or to bring it into compliance with the provisions of this subchapter.

(c) Time temperature control for safety foods (TCS). Immediate destruction of TCS food shall be ordered and accomplished if:

(1) The TCS food is in a container or package that does not bear a date or day, and is not properly labeled to show evidence that the TCS food is less than seven days old;

(2) The TCS food is at a temperature of greater than five degrees Celsius (41 degrees Fahrenheit) and less than a temperature of 57 degrees Celsius (135 degrees Fahrenheit);

(3) When using time as a public health control, the TCS food exceeds the time that is four hours past the point in time when the food is removed from temperature control; or

(4) When the food is deemed a hazard by the code enforcement officer/health officer.

Secs. 33-37—33-50. - Reserved.

ARTICLE IV. - CONSTRUCTION, REMODELING AND CONVERSION

Sec. 33-51. - Plans.

(a) No construction, remodeling, or alteration of a permitted food establishment shall be conducted without any and all required permits.

(b) One hard copy and an electric copy of properly prepared plans and specifications for each construction, remodeling, or alteration of a food establishment shall be submitted to the permit department prior to any on-site construction. The plans must be drawn to scale no smaller than one-eighth inch and shall consist of a plot plan, floor plan, foundation plan, structural plan, plumbing plan, elevation plan, wall section, engineer's scale and survey (if required by applicable law), mechanical and electrical details, and health equipment detail with elevations, any of the city standard details that apply, and the city's signature block on the first page.

(c) Grease traps/interceptors. All food establishments that discharge fats, oils, and/or grease into the city sanitary sewer shall have a grease trap/interceptor:

(1) New commercial shell building. All new commercial shell buildings with food establishments shall have a minimum 500-gallon grease trap/interceptor per food establishment or a minimum 500-gallon communal grease trap/interceptor per 2,500 square feet for the new shell commercial building. Changes in food establishments may result in larger or smaller gallon grease trap/interceptor size as determined by TCEQ's 'Grease Interceptor Sizing Worksheet' which shall be certified by a licensed plumber.

(2) All other commercial buildings. Food establishments shall have a grease trap/interceptor as determined by the Texas Commission on Environmental Quality's (TCEQ) 'Grease Interceptor Sizing Worksheet', as amended from time to time. The grease trap/ interceptor size determined by TCEQ's 'Grease Interceptor Sizing Worksheet' shall be certified by a licensed plumber. Changes in food establishments may result in larger or smaller gallon grease trap/interceptor size.

(3) Sublets or rent space. When a food establishment sublets or rents a space or section of the establishment to a second party, an updated TCEQ 'Grease Interceptor Sizing Worksheet' shall be required by a licensed plumber. In the event the grease trap/interceptor requirement, per the TCEQ worksheet, exceeds the grease trap/interceptor currently installed, the grease trap/interceptor shall be increased as required by the sizing sheet.

(4) Undersized grease traps/interceptors. If it is determined a food establishment's grease trap/interceptor is undersized by the director of public works or designee, a larger grease trap/interceptor may be required after consultation with the food establishment.

(d) Servicing of grease traps/interceptors. Food establishments that have been required to install grease traps or interceptors will follow the maintenance requirements below:

(1) Grease traps and interceptors shall be cleaned as often as necessary to ensure that sediment and floating materials do not accumulate to impair the efficiency of the grease trap/interceptor; to ensure the discharge is in compliance with local discharge limits; and to ensure no visible grease is observed in discharge.

(2) Grease traps and interceptors subject to these standards shall be completely evacuated a minimum of every 90 days, or more frequently when:

a. Twenty-five percent or more of the wetted height of the grease trap or interceptor, as measured from the bottom of the device to the invert of the outlet pipe, contains floating materials, sediment, oils, or greases; or

b. The discharge exceeds BOD, COD, TSS, FOG, pH, or other pollutant levels established by the POTW; or

c. If there is a history of non-compliance.

(3) Report of service. Each establishment may be required to provide the regulatory authority with a copy of the grease interceptors servicing manifest or invoice immediately after the grease interceptor has been serviced. The invoice shall contain the name and address of the food service establishment; the name and address of the licensed waste carrier; the name and address of the licensed disposal site; the signature of the operator of the establishment, the waste carrier and the disposal site; and the quantity and date of grease removal and disposal.

(e) All food prep areas shall have smooth wall board. Such as FRP (fiberglass reinforced panels). No rough or porous wall board will be allowed.

(f) All food establishments, temporary food establishments, and mobile food units shall have only commercially designed equipment. Residentially designed equipment will not be permitted within a commercial food establishment operation.

Sec. 33-52. - Other code requirements.

A building permit shall be required for construction, alteration, remodeling or conversion of a food establishment in accordance with the International Building and Fire Codes and any and all codes adopted by the city. Any construction, alteration, remodeling, or conversion of a food establishment shall comply with all applicable federal and state laws and codes and regulations of the city. To the extent of a conflict between or among the provisions of this chapter and other codes or ordinances of the city, the more restrictive provision shall control.

Sec. 33-53. - Ownership of food establishment.

(a) When an existing food establishment is purchased and the purchase does not include the property or the structure, but includes the rental or lease of space and/or equipment, the city requires that the person who operates the food establishment obtain a valid food establishment's permit. The person who applies for the food establishment's permit is considered, legally, to be the owner.

(b) A food establishment permit will become void upon closing of any sale of the establishment. A new owner must submit an application for change of occupancy and an annual food establishment permit within 30 days of finalizing the sale, pass an inspection, and make a payment for the annual food establishment permit prior to operation. All food establishment permits remain the property of the city.

(c) When a food establishment sublets or rents a space or section of the establishment to a secondary party and that secondary party operated the space conjointly or separately from the first establishment, the secondary party will be considered a separate entity and must obtain a health permit separate from the first establishment.

(d) The person who is registered on the food establishment's permit is the responsible party for the property, premises, structure and complete operating services. The operator of the food establishment is the ultimate responsible party, and the conditions under which the food establishment was leased or rented does not release the operator from the requirements of this article.

(e) A new owner may continue to operate a food establishment without interruption from the city when the establishment is in complete compliance with this chapter. Total compliance is the basis for issuing the food establishment's permit, which must be obtained prior to opening the establishment for business. An inspection of the premises and operations can demonstrate the extent to which the food establishment is in compliance. Such inspection and issuance of a new permit must be conducted within 30 days of purchase. Upon normal conditions, depending on the condition of the food establishment, many violations can be corrected within such a short period of time that an interruption of food services is unnecessary and not required.

(f) Depending on the wear and tear (depreciation) on the establishment, the building and equipment may already be close to compliance, and it is the responsibility of the new owner to schedule an inspection from the city to determine what is required to meet current codes.

Sec. 33-54. - Owner-initiated inspection.

Within three business days an inspection where graded score is issued, the owner of a food service establishment may apply for an owner-initiated inspection to be performed by the city. Such application shall be accompanied by payment of a fee in the amount specified in the latest fee schedule resolution adopted by the city. Such fee shall be in addition to any re-inspection fees associated with re-inspection necessitated by violations identified during the inspection process. Such owner-initiated inspection shall be conducted within 30 calendar [~~calendars~~] days [~~or~~] of the request. After such owner-initiated inspection, the city will issue a new inspection graded score based on the owner-initiated inspection, and such placard shall be posted in accordance with this chapter. At least 12 months must elapse between any owner-initiated inspections for each food establishment.

Appendix A Food Establishments Grade Placard

(a) GRADE/SCORE PLACARDS

(1) Each food establishment inspection begins with 100 points. As a code enforcement officer/health officer conducts an inspection, the appropriate sub-categories in the Food Establishment Inspection Sheet will be utilized [~~Report of the Texas Department of State Health Services (Texas Food Establishment Rules 201 5), will be marked~~]. The sub-categories are assigned a specific point value based on the associated public health risk of the violation. Point value is deducted from the 100 points if violations are observed by the officer conducting the inspection. [~~(Refer to the Texas Food Establishment Rules 201 5 for a more detailed explanation of these sections.)~~] An example provided in the table below.

Beginning of the Inspection	100 points
Total points deducted	- ___________
Remaining points	Grade or Score

(2) A [~~grade placard~~] score will be issued to each food establishment with a score of seventy-six to one hundred (76 to 100) at the end of all routine inspections. The [~~placard~~] score issued will be based upon [~~the score received on~~] the Retail Food Establishment Inspection Report. The [~~grading~~] score is calculated as follows:

Points:	[~~Grade~~] Score:	Description:
92—100	A	Generally superior in food handling practices and overall food facility maintenance.
91—84	B	Generally good in food handling practices and overall food facility maintenance.
83—76	C	Generally acceptable in food handling practices and overall general food facility maintenance.
0—75	[~~Score~~]	Poor in food handling practices and overall general food facility maintenance.

(3) A facility receiving a score of seventy-five (75) or below will be considered a failed inspection. Upon receiving a failed inspection, the owner or operator of the food establishment shall follow the procedures outline in this chapter to remediate the issues which caused the failing score. [~~issued a score placard and not a grade placard. The score placard will indicate the actual score received.~~]

(4) [~~The grade or score placard must remain posted until the next routine inspection, at which time the code enforcement officer/health officer shall post a new grade or score placard to replace the previous document. This replacement placard must be posted as described above.~~]

[~~(5)~~] All food establishments presenting a substantial hazard to public health may be subject to closure regardless of the score received on the inspection report.

<u>(5)</u> [~~(6)~~] Any food establishment receiving a score of less than fifty (50) shall constitute a substantial hazard to public health and will be subject closure and revocation of the health permit."

<u>Section 3</u>. The Code of Ordinances of the City of Manvel is hereby amended by amending Chapter 35 "LICENSES AND SPECIAL BUSINESS REGULATIONS, ARTICLE X. - MOBILE AND TEMPORARY FOOD VENDORS" to read and provide as follows:

"<u>Chapter 35 - LICENSES AND SPECIAL BUSINESS REGULATIONS</u> <u>ARTICLE II. - ALCOHOLIC BEVERAGES</u>

. . .

ARTICLE X. - MOBILE AND TEMPORARY 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:

Central preparation facility means [~~a facility that is an approved and permitted retail food establishment at which food is prepared, stored, and wrapped; and where the mobile food unit is supplied with fresh water and ice; and emptied of wastewater into a proper waste disposal system, and cleaned, including washing, rinsing, and sanitizing of those food-contact surfaces or items not capable of being immersed in the mobile food unit utensil-washing sink. A private residence used as a central preparation facility is prohibited.~~] <u>an approved and permitted facility of space where food is prepared, stored and packaged.</u>

Commissary means a licensed and approved location that contains a servicing area and may contain a central preparation facility. Services may include, but are not limited to, disposal of waste water, filling of water tank(s), and cleaning equipment.

[~~*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).~~]

Mobile food unit (food truck, MFU) means a [~~food or drink vending station operating from a mechanical vehicle or pulled trailer at a fixed location (e.g. taco truck).~~] <u>vehicle-mounted, self-propelled, self-contained food service operation designed to be readily movable (including</u>

catering trucks, trailers, push carts, and roadside vendors) and used to store prepare, display, serve or sell food. An MFU must completely retain its mobility at all times. An MFU does not include a stand or booth. A roadside food vendor is classified as an MFU.

Mobile food vendor means any person or entity engaged in selling or serving food or drink from a booth or cart, including, but not limited to, operating any of the following:

(1) Sidewalk stand; or

(2) Food hand cart; or [~~.~~]

(3) Booth

Private events mean any event that is on private property, where admission is closed to the general public and where access and view to the general public is limited, including but not limited to a wedding or family event.

Pushcart means a non-self-propelled MFU limited to serving foods requiring a limited amount of preparation as authorized by the regulatory authority and readily moveable by one or two persons. A pushcart is classified as an MFU. A pushcart does not include non-self-led units owned and operated within a retail food store. This type of MFU requires the support of a central preparation facility.

Restaurant shall mean a business establishment whose primary function is the ability for the general public to obtain dining or take-out food service, where the services rendered are for the consumption of food that is cooked, held, stored, prepared, or served on the premises. The term restaurant excludes: grocery stores, convenience stores, day cares, public and private schools, governmental entities, churches, non-profit entities, and businesses not generally open for public access.

Roadside Food Vendor means a person who operates a mobile food store from a temporary location adjacent to a public roadway. Food is not prepared or processed by a roadside food vendor. A roadside food vendor is classified as an MFU

Sidewalk stand means a drink vending station operating from a non-mechanical booth or stand on or near the sidewalk or in the city right-of-way operated by a person under the age of 18, who only offers lemonade (e.g. lemonade stand).

Temporary food establishment means a food establishment that operates for a period of no more than 14 consecutive days. This may include a stand or a booth.

Vending Machine location means the room, enclosure, space, or area where one or more vending machines are installed and operated and that includes the storage areas on the premises that are used to service and maintain the vending machines. This does not include self-service food markets.

Sec. 35-311. - General prohibition.

Except where specifically authorized by this article, mobile food vendors of any type are expressly prohibited.

Sec. 35-312. - Sidewalk stand.

Sidewalk stands are prohibited. There shall be an exception for temporary lemonade sidewalk stands operated by juveniles, which may be operated without a permit for a single period of up to eight hours, limited to one period within one calendar month.

Sec. 35-313. – Pushcarts. [~~Food hand cart.~~]

Pushcarts [~~Food hand carts~~] are prohibited. There shall be an exception for temporary operation for the following:

(1) City events;

(2) City approved or sponsored events; and

(3) Private events on private property.

Sec. 35-314. - Mobile food unit (food truck).

(a) *MFUs (food trucks) are prohibited*. There shall be an exception for temporary operation for the following:

(1) City events;

(2) City approved special events;

(3) Private events on private property;

(4) City approved type C recurring special event;

(5) Alvin ISD-related functions on Alvin ISD property;

(6) Church-related functions on church property; and

(7) Ice cream trucks.

(b) *The following requirements shall apply to all MFUs that are specifically permitted under this article:*

(1) MFUs must have a current, valid health license and inspections with the city <u>or current Health Inspection from the Brazoria County Health Department or city within Brazoria County</u>.

(2) MFUs must be equipped with the following:

a. Portable fire extinguishers shall be selected and installed in accordance with NFPA 10, International Fire Code (IFC) Section 906, and as adopted and amended by the city, as amended from time to time. A minimum of one class ABC fire extinguisher shall be provided for all mobile food preparation vehicles as well as a class K extinguisher that is sized as per IFC Section 906.4 when cooking equipment involves solid fuels or vegetable/animal oils or fats. All fire extinguishers must have a current inspection/service tag from a licensed fire extinguishing company.

b. A type 1 hood installed where cooking appliances produce grease-laden vapors, smoke residue, or involve combustible cooking media (vegetable or animal oils and fats). Type I hood and automatic fire-extinguishing system shall be selected and installed in accordance with NFPA 17/17A, IFC Section 609, IFC Section 904 and as adopted and amended by the city, as amended from time to time.

(3) *Inspection of MFUs*. At the time of the inspection, the MFU shall be completely operable and in full working order.

(4) *Miscellaneous offenses*. In addition to the regulations contained above, the following actions are prohibited MFU operators:

a. Operating without a valid servicing record or commissary receipt which must be kept within the MFU at all times;

b. Selling or offering for sale non-food items from the MFU;

c. Storing or preparing food outside of the MFU (except in a licensed central preparation facility);

d. Displaying, selling, or serving food outside of the MFU;

e. Altering the MFU is such a matter that would prevent or otherwise reduce ready mobility;

f. Blocking public right-of-way, a dedicated fire lane, or a public sidewalk;

g. Creating/operating a drive-thru in conjunction with the MFU;

h. Allowing items such as brooms, hoses, equipment, containers or boxes to be located adjacent to or beneath the MFU;

i. Providing or allowing signs or banners not attached to and solely supported by the MFU to be set up at the serving area;

j. Allowing trash or debris at the site of the MFU during operation, and leaving the site with trash or debris following operation;

k. Allowing any audio speakers or amplification devices to be heard outside of the MFU; or

l. Allowing outside furniture such as tables or chairs, to be set up adjacent to the MFU.

Sec. 35-315. - Mobile food unit operating at a type C recurring special event.

In addition to the regulations contained within this article, and §228.221 Mobile Food Units of the 2021 [~~2015~~] Texas Food Establishment Rules, the following actions are conditions and regulations of a MFU operating at a Type C Recurring Special Event, as regulated by chapter 35, article XII, Special Events.

(1) MFUs must have a current health license and inspections issued through the city. Only mobile food units that have a current city inspection and current city medallion will be permitted to operate for a type C recurring special event.

(2) MFUs must be readily moveable at all times. Altering the mobile food unit is such a matter that would prevent or otherwise reduce ready mobility is prohibited.

(3) MFUs may only operate from 7:00 a.m. to 9:00 p.m., except for events with extended hours approved by the city with a special event permit.

(4) MFUs may not vend from the second lane of traffic, and may not double park or impede traffic.

(5) No water, wastewater, electricity, or utility connection/hookups permitted. MFUs must have self-contained operations.

(6) There shall be no overnight parking or operation.

Sec. 35-316. - Temporary food establishment.

(a) *Temporary food establishments are prohibited*. There shall be an exception for the following:

(1) City events;

(2) City approved or sponsored events;

(3) Private events on private property;

(4) Alvin ISD-related functions on Alvin ISD property;

(5) Church-related functions on church property; and

(b) Temporary Food Establishments who are operating under the exceptions in (a) of this chapter shall follow the following requirements as well requirements outlined in § 228.222 Temporary Food Establishments 2021 Texas Food Establishment Rules. The following requirements shall apply to a temporary food establishment vendor that are specifically permitted under this article:

(1) Every temporary food establishment vendor must have a current valid health permit. Permits are nontransferable. Multiple vendors may not operate under one health permit.

(2) Except where only prepackaged food is offered, every temporary food establishment must have a handwashing station with warm water, soap, drying device, and a waste water retention basin in use, before food preparation begins.

(3) Except where only prepackaged food is offered, every temporary food establishment must have a three-compartment warewashing station, labeled (wash, rinse, sanitize), with basins large enough to accommodate the largest utensil.

(4) Each temporary food establishment utilizing electricity and/or any type of fire element must have their own dedicated appropriate fire extinguisher. Vendors are not allowed to share fire extinguishers to satisfy this requirement.

Sec. 35-317. - Basic requirements.

The following requirements shall apply to the MFU vendors and temporary food establishment vendors that are specifically permitted under this article:

(1) Permitted MFU vendors shall operate only between the hours of 6:00 a.m. to 10:00 p.m.

(2) There shall be no water, wastewater or electric hookups to the adjacent property.

(3) There shall be no overnight operation.

(4) Vehicles and booths must be marked with the vendor's name. No detachable signage shall be permitted for MFUs, except for one removable sandwich-board sign displaying product and/or pricing information.

(5) All MFU vendors and temporary food establishment vendors must set out a trash can for patrons while present and must remove all trash from the premises upon departure. Vendor must not allow trash to spill over and must change out trash bags when trash can is full.

(6) Vendors may not set up within 300 yards (measured from the vendor's service location to restaurant's front entrance) of a restaurant, except with express written consent of the restaurant owner. Vendors must have at least ten feet clearance from any building, structure, vehicle, and any combustible materials. Vendors must not block fire lanes or fire access roads.

(7) Only employees shall be allowed in food preparation areas. Nonessential persons shall not be within any food service, food preparations, or warewashing areas, including but not limited to children under the age of 18.

(8) All vendors must meet minimum food safety standards, including

a. A [~~supervisory~~] person, who has a [~~current valid~~] <u>certified</u> food manager certificate, must be onsite at all times.

b. All food ingredients must be from an approved source, in sound condition, and must be properly stored six inches off the ground.

c. A small diameter probe metal thermometer must be provided and all food must be stored at property temperatures.

1. Cold food holding shall not exceed 41 degrees Fahrenheit.

2. Hot food holding shall not be less than 135 degrees Fahrenheit.

d. All employees must wear hand protection and hair restraints when in food preparation/serving areas.

e. Only single use articles may be provided for use by the consumer.

f. [~~All vendors must have access to a toilet facility.~~] Toilet rooms shall be conveniently located and accessible to employees during all hours of operation.

Sec. 35-318. - Permits and health requirements.

The following requirements shall apply to the mobile food vendors that are specifically allowed under this article:

(1) Health permit.

a. MFUs and temporary food establishment vendors must obtain a permit from the city, or provide proof of a current health inspection from another recognized health department within Brazoria County. If another health inspection is provided as proof of compliance, the health department who is recognized as completing the inspection, must follow the same guidelines and codes as established by the state and adopted by the city. Approval of the use of a health certificate will be on a case-by-case basis and does not preclude the health officer from conducting spot inspections for compliance with the adopted <u>2021</u>

Texas Food Establishment Rules [~~TFER Code 2015~~] and the current ordinances of the city. If the operator of the MFU does not provide proof of a current health inspection, the city will issue a permit only after an inspection reveals satisfactory compliance with state law and this article, as applicable. MFU permits are non-transferable. A change of ownership of a MFU, including a change of legal form of the entity, shall require submission of a new application for a MFU health permit and inspections. A MFU health permit shall become void upon the closing of the sale of the MFU for which a permit was issued. 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 MFU or temporary food establishment which does not possess a valid health permit issued by the city or other recognized health department in Brazoria County. Any person, firm, or establishment who is found to have operated or caused operation without a valid health 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 posted in a conspicuous place where it can be viewed by patrons and shall not be removed or defaced. A health permit issued to a MFU shall be affixed to the truck. A permit shall set forth the business name, license plate number, MFU 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.

(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 preparation. No food may be stored or prepared at any location except on the MFU or at the temporary food establishment, in a licensed commissary, or permitted central processing facility as listed on the application submitted for the health permit. Food preparation may not be conducted on MFU while vehicle is in motion.

(4) Fire marshal's inspections.

a. All mobile vendors must have a City of Manvel Fire Marshal's current, passed fire inspection that complies with the Code of Ordinances for the City of Manvel, Texas, chapter 17, buildings and building regulations, division 8, fire code, section 17-243, mobile food units, of the adopted Code, as amended from time to time.

b. All mobile vendors must provide proof of a current inspection report or certification when requested to show proof by a recognized authority of the city. All vendors must obey and be in compliance with fire code and all other city codes.

c. A current, valid inspection from a recognized fire marshal's office within Brazoria County may be considered on a case-by-case basis by the city fire marshal. This does not preclude the fire marshal's office from conducting spot inspections for compliance with the adopted fire code and the ordinances of the city.

(6) Violation. Anyone who intentionally, knowingly, 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 health 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. 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.

Secs. 35-319—35-329. - Reserved."

Section 5. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Manvel, save and except the change described above.

Section 6. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 7. 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.

PASSED AND APPROVED on first reading this ___________ day of ____________________, 2024.

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

____

Dan Davis, Mayor

ATTEST:

____

Tammy Bell, City Secretary

APPROVED AS TO FORM:

____

Robert Gervais, City Attorney

MANVEL
CITY COUNCIL
DATA SHEET

MEETING DATE: August 5, 2024

TOPIC: Consideration and possible action to direct staff on ADUs (Accessory Dwelling Units).

BACKGROUND: The City of Manvel has an existing provision for *Guest Quarters* in the City's Zoning Ordinance. Lots located within Single-Family zoning districts are permitted to have an attached or detached building which can be utilized as a secondary living area for guests. These regulations require that no kitchen or cooking facility be located in the guest quarters, be clearly subordinate to the principal residence on the same building site, and specify that such quarters are not to be rented or leased (See guest quarters below).

> *Guest Quarters* means an attached or detached building or secondary living area of residential use that provides living quarters for guests of the **occupants** of the principal residence, and:
>
> (1) Contains no kitchen or cooking facility;
>
> (2) Is clearly subordinate and incidental to the principal residence on the same building site; and
>
> (3) Is not rented or leased, whether compensation be direct or indirect.

The City Council has recommended modification to the City's regulations from the current Guest Quarters regulations (stipulated above) to Accessory Dwelling Units (ADUs). The primary distinction between these two terms is that an Accessory Dwelling Unit will possess all of the standard components of a dwelling unit, such as a bathroom and a kitchen area.

Accessory Dwelling Units are becoming an issue that cities must consider due to the increasing number of homeowners that provide care for elderly members of their family. These homeowners are sometimes in need of additional living area independent from the principal structure. Additionally, young adults are now living with their parents for longer than at any other time in recent history, which makes ADUs a very beneficial resource. The goal of this agenda is to discuss the current proposal for amending the Zoning Ordinance to allow for ADUs within Single-Family Districts, including within Planned Unit Developments.

The PD&Z Commission recommended approval of the ADU Ordinance at the July 22, 2024 regular meeting.

STAFF RECOMMENDATION: Staff recommends approval of the Accessory Dwelling Unit Ordinance No. 2024-O-24

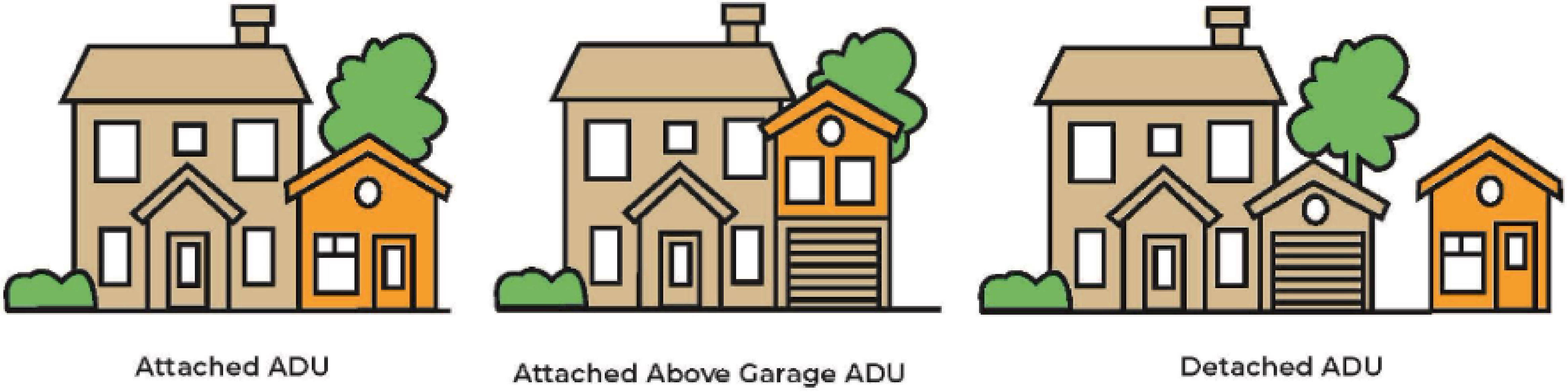
ATTACHMENTS Accessory Dwelling Units Presentation, Proposed Redlines of guidelines, Accessory Dwelling Unit Ord. No. 2024-O-24

FUNDING ISSUES

_X_ Not applicable
___ Not budgeted
___ Full amount already budgeted
___ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER Ian Knox	**FINANCE DIRECTOR APPROVAL ______** **CITY MANAGER APPROVAL __________**

Accessory Dwelling Units (ADU) – August 5, 2024



Current Ordinance – Guest Quarters

- *Guest quarters* means an attached or detached building or secondary living area of residential use that provides living quarters for guest of the occupants of the principle residence, and:

(1) Contains no kitchen or cooking facility;

(2) Is clearly subordinate and incidental to the principle residence on the same building site; and

(3) Is not rented or leased, whether compensation be direct or indirect.

Definitions Added

a. Accessory Dwelling Unit (ADU) – Limited to the family of the principal structure.
b. Amended the Family definition to allow an ADU.
c. Deleted Guest Quarters Definition.
d. Added a definition for Detached Accessory Dwelling Unit.
e. Added a definition for Attached Accessory Dwelling Unit.
f. Added a definition for Garage Apartment.
g. Added a definition for Guest.
h. Added a definition for Kitchenette.

Definitions Part 1

- Accessory dwelling unit (ADU) means a secondary dwelling unit established in conjunction with, but clearly subordinate to, a single-family dwelling that is the principal structure on the lot. An accessory dwelling unit (ADU) shall be utilized for the *family* that resides in the principal structure. The ADU may be attached to the principal structure, or it may be a separate accessory structure or portion thereof on the same lot. An ADU may also be erected over or in addition to a normally permitted accessory structure. An accessory dwelling unit may include a kitchenette or cooking facilities that do not include a full-size stove (30-inch in width or larger). For the purpose of this definition, mobile homes, manufactured homes, and recreational vehicles shall not be construed as ADU's.

- *Family* means two or more persons related by blood (within two (2) degrees of consanguinity), marriage (within two (2) degrees of affinity), adoption, or guardianship living together as a single housekeeping unit with a single kitchen facility. The term "single kitchen facility" shall not exclude one outdoor kitchen facility and one *accessory dwelling unit* (ADU) with a kitchenette per single housekeeping unit with one kitchen.

Definitions Part 2

- *Detached Accessory Dwelling Unit* means an Accessory Dwelling Unit (ADU) that is clearly subordinate to and detached from the principal structure.
- *Attached Accessory Dwelling Unit* means an independently functioning Accessory Dwelling Unit (ADU) that is attached to the principal structure, which includes an exterior point of access, bedroom, bathroom, and kitchenette.
- *Garage apartment* means an accessory dwelling unit containing living facilities for not more than one (1) family, above a garage or carport.
- *Guest* means a person or persons that are not related by blood (within two degrees of consanguinity), marriage (within two degrees of affinity), adoption, or guardianship, that resides on the premises for a period not to exceed one (1) calendar week.
- *Kitchenette* means a portion of a room intended for basic cooking and food preparation, not to include a full-range stove that exceeds thirty (30) inches.

Sec. 77-37

- **Sec. 77-37~~, 77-38~~. -** ~~Reserved.~~ Accessory Dwelling Unit (ADU)

A. Accessory Dwelling Units may be permitted within Open Single-family (O-SFR), Single-family (SF) Districts, and single-family Districts within Planned Unit Developments unless specifically prohibited, provided all the following conditions are satisfied.

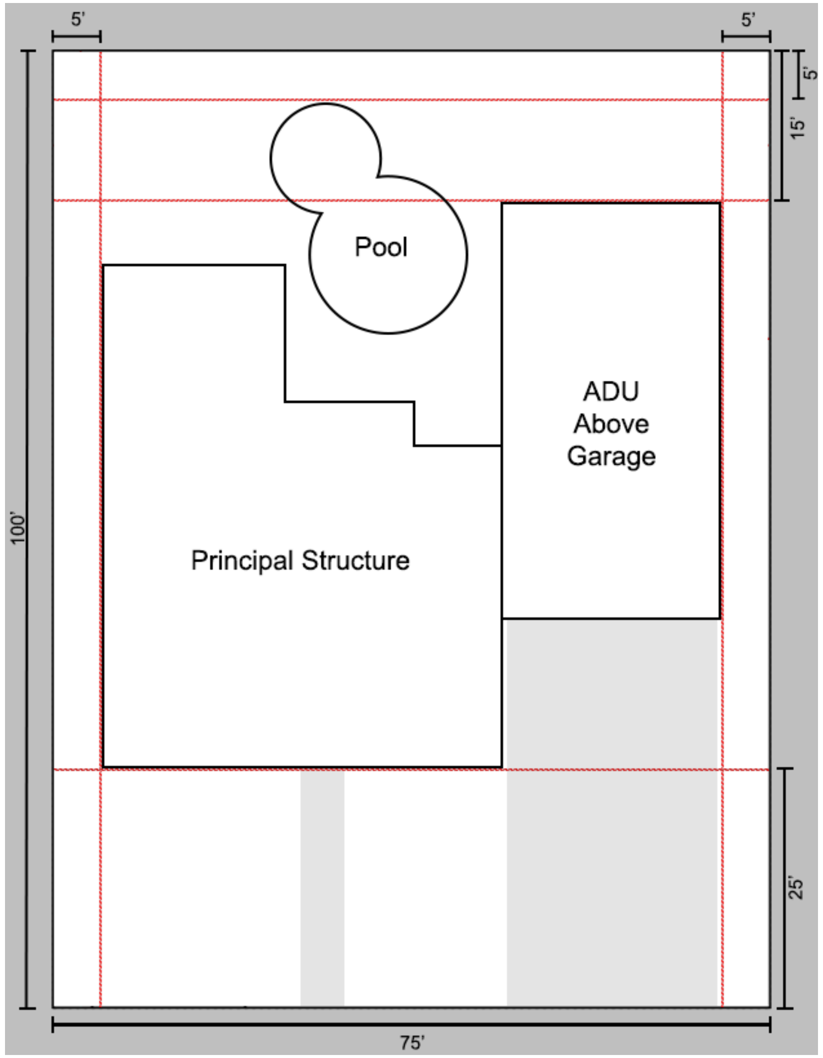
1. **Occupancy:** It shall be unlawful for the Accessory Dwelling Unit (ADU) to be leased or rented, whether compensation be direct or indirect.
2. **Number:** One ADU is allowed in addition to an existing single-family home and other accessory structures.
3. **Maximum Size:**
   - O-SFR – 650 square feet of conditioned space or 20% of the square footage of the first story of the principal structure, the greater thereof.
   - SFR – 650 square feet of conditioned space, not to exceed 50% of the building coverage of the area behind the principal residence.
   - Garage Apartments – Floor area not to exceed the square footage of the footprint of the existing garage
4. **Height:** No taller than the top wall plate of the principal structure, or 30 feet for garage apartments.
5. **Setbacks:** Match the zoning district setback requirements.
6. **Utilities:** Separate meter not permitted.
7. **Address:** Same as the principal structure.

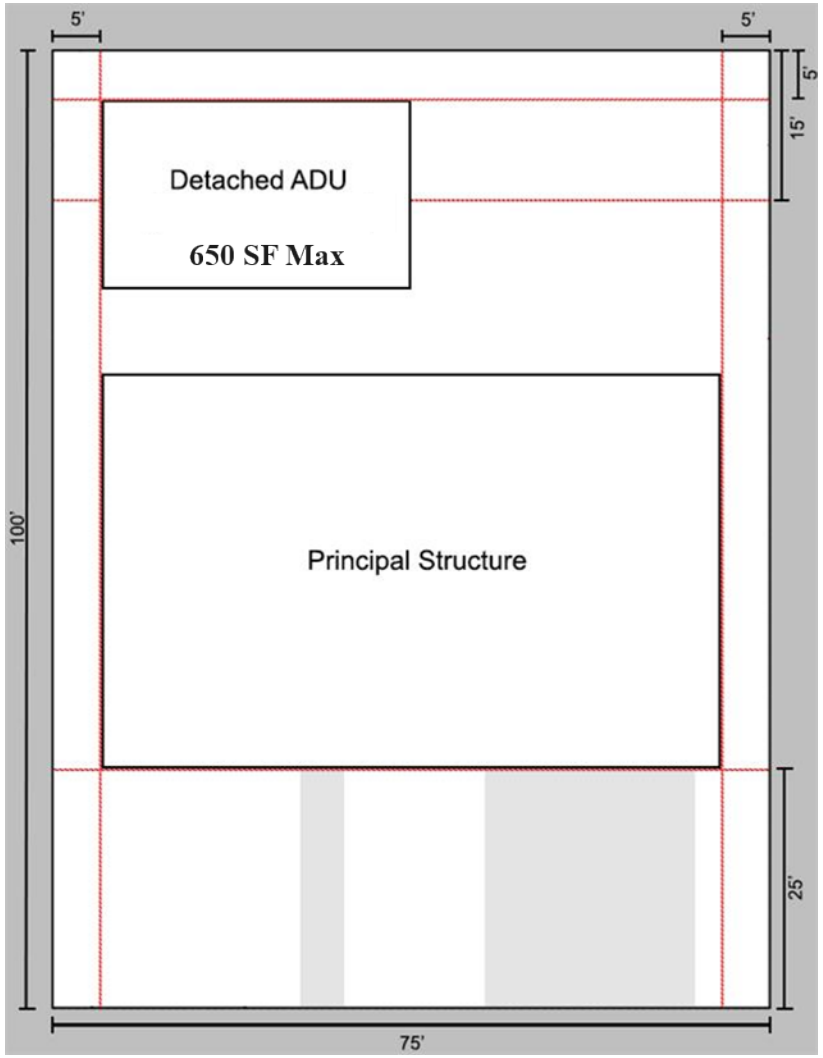
Examples

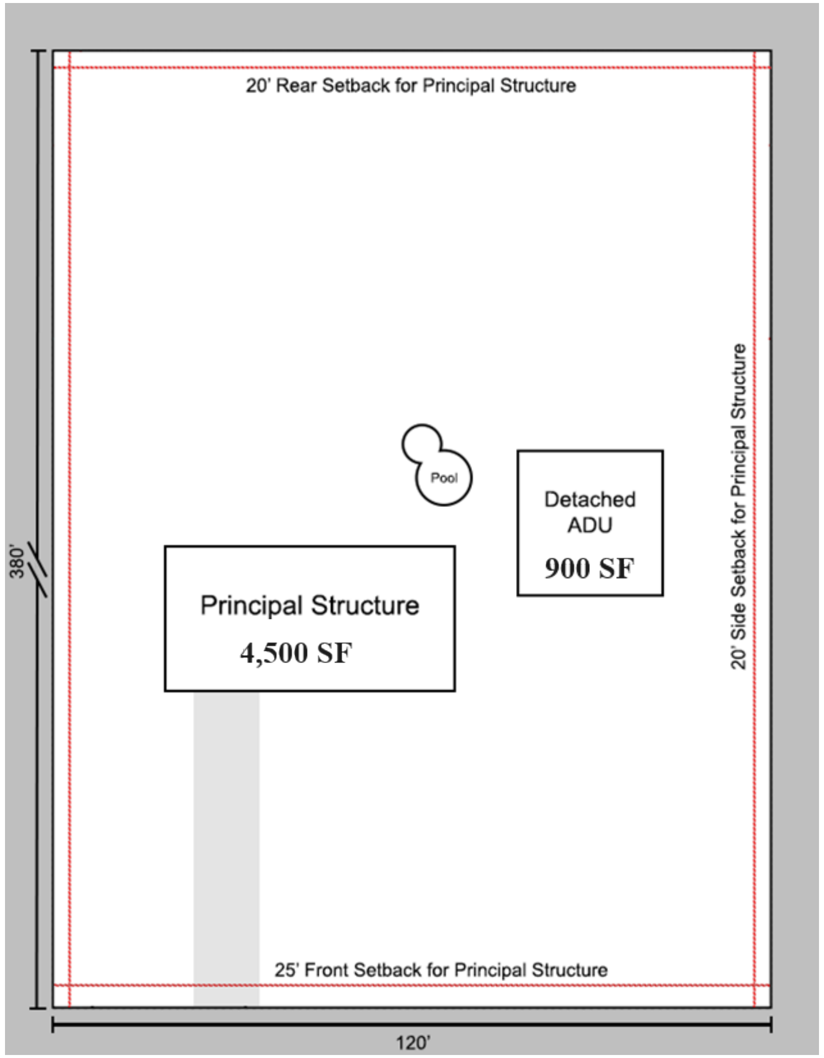
California accessory dwelling unit law: What's it all about?: Hoam. Hoa Management .com. (2022, March 14). Retrieved May 16, 2022, from https://www.hoamanagement.com/accessory-dwelling-unit-law-california/

Elizondo-Adu. Accessory Dwellings. (2016, November 16). Retrieved May 16, 2022, from https://accessorydwellings.org/2016/11/18/al-shannon-elizondos-adu-a-houston-carriage-house/elizondo-adu/

Only one ADU Permitted







Drainage

Drainage: All Accessory dwelling units shall satisfy the minimum requirements for flood damage prevention (Chapter 32) and all requirements from the Manvel Engineering Design Criteria Manual.

MANVEL
CITY COUNCIL
DATA SHEET

MEETING DATE: August 5, 2024

TOPIC: A request by Redeemer Church/Manvel, Sonmar of Albuquerque, L.L.C., Meldi Hospitality, L.P., and Milestone South Six Development, Ltd. to abandon a portion of 40' wide right-of-way identified in Volume 2, Page 81 in the Plat Records of Brazoria County, within the Emigration Land Company Subdivision of the H.T. & B. R.R. Co. Survey, Abstract 47, being a total of 2.3159 acres.

BACKGROUND: This request pertains to a 40-foot-wide right-of-way (ROW) generally located south of Hwy 6/Morris Ave, west of Iowa Ln, and north of and terminating at the Topeka & Santa Fe Railroad. The properties involved in this abandonment request are the existing Redeemer Church, and three (3) vacant surrounding properties. The applicants are in agreement that there is no need to maintain the dedicated right-of-way and abandonment will not impede their ability to access the affected properties.

The subject ROW is not a major throughfare and the proposed abandonment will not have any detrimental impact in the area.

The PD&Z recommended unanimous approval of the right-of-way abandonment at the July 22, 2024 regular meeting.

STAFF RECOMMENDATION: Staff recommends approval of this requested ROW abandonment with the approval of Ordinance No. 2024-O-28.

ATTACHMENTS: Ordinance No. 2024-O-28, ROW abandonment application packet.

FUNDING ISSUES

_X_ Not applicable

___ Not budgeted
___ Full amount already budgeted
___ Funds to be transferred from Acct.#

SUBMITTING STAFF MEMBER	
SUBMITTING STAFF MEMBER Ian Knox	**FINANCE DIRECTOR APPROVAL** ______ **CITY MANAGER APPROVAL** __________

ORDINANCE NO. 2024-O-28

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF CITY RIGHT-OF-WAY, GENERALLY A 40-FOOT STRIP RUNNING FROM IOWA LANE (ON THE EAST) TO THE TOPEKA & SANTA FE RAILROAD CALLED 150 FOOT STRIP (ON THE WEST), CONSISTING OF:

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.9881 ACRE (43,040 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and

(4) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;

VACATING, ABANDONING, AND CLOSING SAID PUBLIC RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, QUITCLAIM DEEDS CONVEYING RESPECTIVE INTERESTS IN SAID ABANDONED RIGHT-OF-WAY TO THE ABUTTING PROPERTY OWNER(S); PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, Redeemer Church Manvel, Meldi Hospitality, L.P., Sonmar of Albuquerque, LLC., and Milestone South Six Development, LTD. (Applicants) have petitioned the City of

Manvel, Texas, to vacate, abandon, and close the hereinafter described right-of-way abutting its property; and

WHEREAS, said right-of-way is a generally 40-foot unimproved strip of right-of-way running from Iowa Lane (on the east) to the Topeka & Santa Fe called 150 strip (on the west), Manvel, Brazoria County, Texas, said right-of-way being found at VOL. 2, PG. 81 B.C.D.R.; and

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

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

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

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

Section 2. The City Council of the City of Manvel, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of city right-of-way consisting of:

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

(3) A 0.9881 ACRE (43,040 SQ. FT.) ACRE TRACT ALONG AND THROUGH THE INTERIOR OF SONMAR OF ALBUQUERQUE, LLC.

PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 30.244 ACRES SONMAR INN OF LAS CRUCES, L.L.C., et al. B.C.C.F. NO. 2006018645; and

(4) A 0.4946 ACRE (21,547 SQ. FT.) ACRE TRACT THROUGH THE INTERIOR OF MILESTONE SOUTH SIX DEVELOPMENT, LTD. PROPERTY, SAID PROPERTY BEING THE REMAINDER OF A CALLED 25.5279 ACRES MILESTONE SOUTH SIX DEVELOPMENT, LTD. B.C.C.F. NO. 03 061748;

said rights-of-way being more particularly described by metes and bounds, and shown by map, as attached as Exhibit B, attached hereto and incorporated herein.

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

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

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

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

Section 7. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this __________ day of ___________________, 2024.

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

____
Dan Davis, Mayor

ATTEST:

____
Tammy Bell, City Secretary

APPROVED AS TO FORM:

____
Robert Gervais, City Attorney

Exhibit A

Abandonment application and documents

Exhibit B

Metes and bounds/surveys
Maps of areas to be abandoned

(1) A 0.4503 ACRE (19,615 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF REDEEMER CHURCH MANVEL PROPERTY, LOCATED AT 18218 S.H. 6, MANVEL, TX 77578; and

(2) A 0.3829 ACRE (16,680 SQ. FT.) ACRE TRACT ALONG THE SOUTHERN BORDER OF MELDI HOSPITALITY, L.P. PROPERTY, SAID PROPERTY BEING 6.327 ACRES LOCATED AT THE SOUTHWEST CORNER OF S.H. 6 AND IOWA LANE, MANVEL, TEXAS; and

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

Application for Abandonment, Vacation, Closing and Relocation of Streets, Alleys, Rights-of-Way and Easements

Fees: $1000.00 (to be paid after staff determines if the request is feasible)

Date 02/29/2024 (Hold For Surveys)

Names of property owners: (Proof of ownership must be provided)

Property Owner 1: Redeemer Church/Manvel
Address: 18218 SH 6, Manvel, TX 77578 Phone#281-692-9711

Property Owner 2: Meldi Hospitality, L.P.
Address: ____________________ Phone#__________

Property Owner 3: Sonmar of Albuquerque, L.L.C.
Address: 4255 Dean Martin Dr. Suite J, Las Vegas, NV 89103
Phone#702-339-9115

Property Owner 4: Milestone South Six Development, Ltd.
Address: 9800 Richmond Ave., Ste 490, Houston, TX 77042
Phone# 713-784-3790

Reason and intent for requested action:

Redeemer Church/Manvel, Meldi Hospitality, L.P., Sonmar of Albuquerque, L.L.C., and Milestone South Six Development, Ltd. are in agreement that there is no need to maintain a Right-of-Way easement on the southern boundary of Redeemer Church/Manvel and Meldi Hospitality L.P., the common northern boundary with Sonmar of Albuquerque, L.L.C., and the continuation of this Right-of-Way easement into and including the portion of the easement in the southern part of the described Milestone South Six Development Ltd. Property.

We agree that removing this Right-of-Way will not impede our ability to develop or access our respective properties.

We request that the City of Manvel approves our Application for Abandonment of the above-described Right of Way.

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

Southern border of Redeemer Church/Manvel property described as:
UNRESTRICTED RESERVE "A" OF REDEEMER CHURCH MANVEL, a subdivision of 9.586 acres of land in Brazoria County, Texas, according to the Final Plat thereof recorded under File No. 2022-045579, Official Records of Brazoria County, Texas.

Southern border of Meldi Hospitality, L.P. property described as:
6.327 Acres Undeveloped Land Located at SW corner of State Highway 6 and Iowa Lane in Manvel, Brazoria County, Texas and also identified as A0285 HT & BRR TRACT 203 ACRES 6.327 BRAZORIA COUNTY TEXAS.

Interior Part of Sonmar of Albuquerque, L.L.C. property described as:

40' Platted Roadway as shown in Vol 2, PG 81 BCMR affecting part of 30.244 Acres as File No. 2006018645 BCOR

Southern portion of Milestone South Six Development, Ltd. property described as:

15.304 Acres Undeveloped land located at the NW corner of Iowa Lane and Bissell Road in Manvel, Texas and also identified as A0285 HT & BRR TRACT 201-202-205-206 Brazoria Country Texas and Brazoria Country Appraisal District parcel number 0285-0026-010

Signature of Applicant
Redeemer Church/Manvel

Signature of Applicant
Meldi Hospitality, L.P.

Signature of Applicant
Sonmar of Albuquerque, L.L.C.

Signature of Applicant
Milestone South Six Development, Ltd.

Sonmar of Albuquerque, LLC

Acknowledgement

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that

State of Nevada

County of Clark

On February 12th, 2024, before me, Gary Tharaldson, personally appeared ____________________ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Nevada that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ROBERT T. CROSS II
Notary Public, State of Nevada
Appointment No. 19-1436-1
My Appt. Expires Feb 2, 2027

Signature ____________________

Milestone South Six Development, LTD

Acknowledgement

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of TEXAS

County of HARRIS

On FEBRUARY 5, 2024, before me, JACOBO MALCA, personally appeared ______________________ who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of TEXAS that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Rosemary Smith

NOTARY PUBLIC STATE OF TEXAS
ROSEMARY SMITH
Notary Public, State of Texas
Comm. Expires 03-01-2025
Notary ID 71419-6

Procedures: Date of Action

____

FEES PAID $1000 ______ *Check Number* 503 ______________

Collect the following documents

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

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

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

Staff procedures:

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

______ Commission an independent appraisal of the area to be abandoned.

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

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

______ Scheduled Public Hearing Date for Planning Development and Zoning

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

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

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

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

2023015555 Total Pages: 11

PROPERTY OWNER: 1

DEED OF TRUST

RECORDATION REQUESTED BY:
TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

WHEN RECORDED MAIL TO:
TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

SEND TAX NOTICES TO:
TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

THIS DEED OF TRUST is dated March 31, 2023, among Redeemer Church/Manvel, whose address is 18218 Morris Ave., Hwy 6, Manvel, TX 77578 ("Grantor"); TEXAS METHODIST FOUNDATION, whose address is 11709 Boulder Lane, Suite 100, Austin, TX 78726 (referred to below sometimes as "Beneficiary"); and Paula Sini, whose address is 11709 Boulder Lane, Austin, TX 78726 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Brazoria County, State of Texas:

See Exhibit 'A', which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 18218 Morris Ave., Highway 6, Manvel, TX 77578.

Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

PURPOSE OF LOAN. The Note in the amount of $1,718,952.08 represents, in part or in whole, cash or other financial accommodations advanced or committed by Lender to Grantor on March 31, 2023 at Grantor's request and which Grantor will use under its charter powers to discharge corporate debts. Grantor represents to Lender that its board of directors has authorized its legally elected, qualified, and acting officers to execute the Note and this Deed of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous

RECORDED BY
AMERICAN TITLE COMPANY
GF 8049922-04041

DEED OF TRUST

RECORDATION REQUESTED BY:
TEXAS METHODIST FOUNDATION
11709 Boulder Lane, Suite 100
Austin, TX 78726

WHEN RECORDED MAIL TO:
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SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

THIS DEED OF TRUST is dated March 31, 2023, among Redeemer Church/Manvel, whose address is 18218 Morris Ave., Hwy 6, Manvel, TX 77578 ("Grantor"); TEXAS METHODIST FOUNDATION, whose address is 11709 Boulder Lane, Suite 100, Austin, TX 78726 (referred to below sometimes as "Beneficiary"); and Paula Sini, whose address is 11709 Boulder Lane, Austin, TX 78726 (referred to below as "Trustee").

CONVEYANCE AND GRANT. For valuable consideration, Grantor conveys to Trustee in trust, with power of sale, for the benefit of Lender as Beneficiary, the following described real property, together with all existing or subsequently erected or affixed buildings, improvements and fixtures; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to the real property, including without limitation such rights as Grantor may have in all minerals, oil, gas, geothermal and similar matters, (the "Real Property") located in Brazoria County, State of Texas:

See Exhibit 'A', which is attached to this Deed of Trust and made a part of this Deed of Trust as if fully set forth herein.

The Real Property or its address is commonly known as 18218 Morris Ave., Highway 6, Manvel, TX 77578.

Grantor hereby absolutely assigns to Lender (also known as Beneficiary in this Deed of Trust) all of Grantor's right, title, and interest in and to all present and future leases of the Property and all Rents from the Property. In addition, Grantor grants to Lender a Uniform Commercial Code security interest in the Personal Property and Rents.

THIS DEED OF TRUST, INCLUDING THE ASSIGNMENT OF RENTS AND THE SECURITY INTEREST IN THE RENTS AND PERSONAL PROPERTY, IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS DEED OF TRUST. THIS DEED OF TRUST IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:

PAYMENT AND PERFORMANCE. Except as otherwise provided in this Deed of Trust, Grantor shall pay to Lender all amounts secured by this Deed of Trust as they become due, and shall strictly and in a timely manner perform all of Grantor's obligations under the Note, this Deed of Trust, and the Related Documents.

PURPOSE OF LOAN. The Note in the amount of $1,718,952.06 represents, in part or in whole, cash or other financial accommodations advanced or committed by Lender to Grantor on March 31, 2023 at Grantor's request and which Grantor will use under its charter powers to discharge corporate debts. Grantor represents to Lender that its board of directors has authorized its legally elected, qualified, and acting officers to execute the Note and this Deed of Trust.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Grantor agrees that Grantor's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Grantor may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Grantor shall maintain the Property in tenantable condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Compliance With Environmental Laws. Grantor represents and warrants to Lender that: (1) During the period of Grantor's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Grantor has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Lender in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Lender in writing, (a) neither Grantor nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous insurance policies. Additionally, Grantor shall maintain such other insurance, including but not limited to hazard, business interruption, and boiler insurance, as Lender may reasonably require. Policies shall be written in form, amounts, coverages and basis reasonably acceptable to Lender, with losses made payable to Lender. GRANTOR MAY FURNISH THE REQUIRED INSURANCE WHETHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT INSURANCE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF TEXAS. If Grantor fails to provide any required insurance or fails to continue such insurance in force, Lender may, but shall not be required to, do so at Grantor's expense, and the cost of the insurance will be added to the Indebtedness. If any such insurance is procured by Lender, Grantor will be so notified, and Grantor will have the option of furnishing equivalent insurance through any insurer authorized to transact business in Texas. Grantor, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including stipulations that coverages will not be cancelled or diminished without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverage in favor of Lender will not be impaired in any way by any act, omission or default of Grantor or any other person. Should the Real Property be located in an area designated by the Administrator of the Federal Emergency Management Agency as a special flood hazard area, Grantor agrees to obtain and maintain flood insurance, if available, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Lender, and to maintain such insurance for the term of the loan. Flood insurance may be purchased under the National Flood Insurance Program, from private insurers providing "private flood insurance" as defined by applicable federal flood insurance statutes and regulations, or from another flood insurance provider that is both acceptable to Lender in its sole discretion and permitted by applicable federal flood insurance statutes and regulations.

Application of Proceeds. Grantor shall promptly notify Lender of any loss or damage to the Property if the estimated cost of repair or replacement exceeds $25,000. Lender may make proof of loss if Grantor fails to do so within fifteen (15) days of the casualty. Whether or not Lender's security is impaired, Lender may, at Lender's election, receive and retain the proceeds of any insurance and apply the proceeds to the reduction of the Indebtedness, payment of any lien affecting the Property, or the restoration and repair of the Property. If Lender elects to apply the proceeds to restoration and repair, Grantor shall repair or replace the damaged or destroyed Improvements in a manner satisfactory to Lender. Lender shall, upon satisfactory proof of such expenditure, pay or reimburse Grantor from the proceeds for the reasonable cost of repair or restoration if Grantor is not in default under this Deed of Trust. Any proceeds which have not been disbursed within 180 days after their receipt and which Lender has not committed to the repair or restoration of the Property shall be used first to pay any amount owing to Lender under this Deed of Trust, then to pay accrued interest, and the remainder, if any, shall be applied to the principal balance of the Indebtedness. If Lender holds any proceeds after payment in full of the Indebtedness, such proceeds shall be paid to Grantor as Grantor's interests may appear.

Grantor's Report on Insurance. Upon request of Lender, however not more than once a year, Grantor shall furnish to Lender a report on each existing policy of insurance showing: (1) the name of the insurer; (2) the risks insured; (3) the amount of the policy; (4) the property insured, the then current replacement value of such property, and the manner of determining that value; and (5) the expiration date of the policy. Grantor shall, upon request of Lender, have an independent appraiser satisfactory to Lender determine the cash value replacement cost of the Property.

LENDER'S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender's interest in the Property or if Grantor fails to comply with any provision of this Deed of Trust or any Related Documents, including but not limited to Grantor's failure to discharge or pay when due any amounts Grantor is required to discharge or pay under this Deed of Trust or any Related Documents, Lender on Grantor's behalf may (but shall not be obligated to) take any action that Lender deems appropriate, including but not limited to discharging or paying all taxes, liens, security interests, encumbrances and other claims, at any time levied or placed on the Property and paying all costs for insuring, maintaining and preserving the Property. All such expenditures paid by Lender for such purposes will then bear interest at the Note rate from the date paid by Lender to the date of repayment by Grantor. To the extent permitted by applicable law, all such expenses will become a part of the Indebtedness and, at Lender's option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (1) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable at the Note's maturity. The Deed of Trust also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Lender may be entitled upon the occurrence of any Event of Default.

WARRANTY; DEFENSE OF TITLE. The following provisions relating to ownership of the Property are a part of this Deed of Trust:

Title. Grantor warrants that: (a) Grantor holds good and marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in the Real Property description or in any title insurance policy, title report, or final title opinion issued in favor of, and accepted by, Lender in connection with this Deed of Trust, and (b) Grantor has the full right, power, and authority to execute and deliver this Deed of Trust to Lender.

Defense of Title. Subject to the exception in the paragraph above, Grantor warrants and will forever defend the title to the Property against the lawful claims of all persons. In the event any action or proceeding is commenced that questions Grantor's title or the interest of Trustee or Lender under this Deed of Trust, Grantor shall defend the action at Grantor's expense. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of Lender's own choice, and Grantor will deliver, or cause to be delivered, to Lender such instruments as Lender may request from time to time to permit such participation.

Compliance With Laws. Grantor warrants that the Property and Grantor's use of the Property complies with all existing applicable laws, ordinances, and regulations of governmental authorities.

Survival of Representations and Warranties. All representations, warranties, and agreements made by Grantor in this Deed of Trust shall survive the execution and delivery of this Deed of Trust, shall be continuing in nature, and shall remain in full force and effect until such time as Grantor's Indebtedness shall be paid in full.

CONDEMNATION, JUDGMENTS AND AWARDS. The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Deed of Trust:

Proceedings. If any proceeding in condemnation is filed, Grantor shall promptly notify Lender in writing, and Grantor shall promptly take such steps as may be necessary to defend the action and obtain the award. Grantor may be the nominal party in such proceeding, but Lender shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Grantor will deliver or cause to be delivered to Lender such instruments and documentation as may be requested by Lender from time to time to permit such participation.

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Lender, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Lender may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Trustee or Lender in connection with the condemnation.

SECURITY AGREEMENT; FINANCING STATEMENTS. The following provisions relating to this Deed of Trust as a security agreement are a part of this Deed of Trust:

Security Agreement. This instrument shall constitute a Security Agreement to the extent any of the Property constitutes fixtures, and Lender shall have all of the rights of a secured party under the Uniform Commercial Code as amended from time to time.

Security Interest. Upon request by Lender, Grantor shall take whatever action is requested by Lender to perfect and continue Lender's security interest in the Rents and Personal Property. In addition to recording this Deed of Trust in the real property records, Lender may, at any time and without further authorization from Grantor, file executed counterparts, copies or reproductions of this Deed of Trust as a financing statement. Grantor shall reimburse Lender for all expenses incurred in perfecting or continuing this security interest. Upon default, Grantor shall not remove, sever or detach the Personal Property from the Property. Upon default, Grantor shall assemble any Personal Property not affixed to the Property in a manner and at a place reasonably convenient to Grantor and Lender and make it available to Lender within three (3) days after receipt of written demand from Lender to the extent permitted by applicable law.

Addresses. The mailing addresses of Grantor (debtor) and Lender (secured party) from which information concerning the security interest granted by this Deed of Trust may be obtained (each as required by the Uniform Commercial Code) are as stated on the first page of this Deed of Trust.

FURTHER ASSURANCES; ATTORNEY-IN-FACT. The following provisions relating to further assurances and attorney-in-fact are a part of this Deed of Trust:

Further Assurances. At any time, and from time to time, upon request of Lender, Grantor will make, execute and deliver, or will cause to be made, executed or delivered, to Lender or to Lender's designee, and when requested by Lender, cause to be filed, recorded, refiled, or rerecorded, as the case may be, at such times and in such offices and places as Lender may deem appropriate, any and all such mortgages, deeds of trust, security deeds, security agreements, financing statements, continuation statements, instruments of further assurance, certificates, and other documents as may, in the sole opinion of Lender, be necessary or desirable in order to effectuate, complete, perfect, continue, or preserve (1) Grantor's obligations under the Note, this Deed of Trust, and the Related Documents, and (2) the liens and security interests created by this Deed of Trust as first and prior liens on the Property, whether now owned or hereafter acquired by Grantor. Unless prohibited by law or Lender agrees to the contrary in writing, Grantor shall reimburse Lender for all costs and expenses incurred in connection with the matters referred to in this paragraph.

Attorney-in-Fact. If Grantor fails to do any of the things referred to in the preceding paragraph, Lender may do so for and in the name of Grantor and at Grantor's expense. For such purposes, Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact for the purpose of making, executing, delivering, filing, recording, and doing all other things as may be necessary or desirable, in Lender's sole opinion, to accomplish the matters referred to in the preceding paragraph.

FULL PERFORMANCE. If Grantor pays all the Indebtedness when due, and otherwise performs all the obligations imposed upon Grantor under this Deed of Trust, Lender shall execute and deliver to Grantor a release of this Deed of Trust lien and suitable statements of termination of any financing statement on file evidencing Lender's security interest in the Rents and the Personal Property. However, it is agreed that the payment of all the Indebtedness and performance of such obligations shall not terminate this Deed of Trust unless the liens and interests created hereby are released by Lender by a proper recordable instrument. Any filing fees required by law shall be paid by Grantor, if permitted by applicable law.

EVENTS OF DEFAULT. Each of the following, at Lender's option, shall constitute an Event of Default under this Deed of Trust:

Payment Default. Grantor fails to make any payment when due under the Indebtedness.

Other Defaults. Grantor fails to comply with or to perform any other term, obligation, covenant or condition contained in this Deed of Trust or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Grantor.

Compliance Default. Failure to comply with any other term, obligation, covenant or condition contained in this Deed of Trust, the Note or in any of the Related Documents.

Default on Other Payments. Failure of Grantor within the time required by this Deed of Trust to make any payment for taxes or insurance, or any other payment necessary to prevent filing of or to effect discharge of any lien.

False Statements. Any warranty, representation or statement made or furnished to Lender by Grantor or on Grantor's behalf under this Deed of Trust or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Defective Collateralization. This Deed of Trust or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Insolvency. The dissolution or termination of Grantor's existence as a going business, the insolvency of Grantor, the appointment of a receiver for any part of Grantor's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Grantor.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Grantor or by any governmental agency against any property securing the Indebtedness. This includes a garnishment of any of Grantor's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Grantor as to the validity or reasonableness of the claim which is the basis of the creditor or forfeiture proceeding and if Grantor gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate reserve or bond for the dispute.

Breach of Other Agreement. Any breach by Grantor under the terms of any other agreement between Grantor and Lender that is not remedied within any grace period provided therein, including without limitation any agreement concerning any indebtedness or other obligation of Grantor to Lender, whether existing now or later.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or any guarantor, endorser, surety, or accommodation party dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness.

Adverse Change. A material adverse change occurs in Grantor's financial condition, or Lender believes the prospect of payment or performance of the Indebtedness is impaired.

RIGHTS AND REMEDIES ON DEFAULT. If an Event of Default occurs under this Deed of Trust, at any time thereafter, Trustee or Lender may exercise any one or more of the following rights and remedies:

Election of Remedies. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to make expenditures or to take action to perform an obligation of Grantor under this Deed of Trust, after Grantor's failure to perform, shall not affect Lender's right to declare a default and exercise its remedies.

Accelerate Indebtedness. Lender may declare the unpaid principal balance of the Indebtedness due and payable. In no event will Grantor be required to pay any unearned interest.

Foreclosure. If Lender invokes the power of sale, Trustee, at the request of Lender, may sell all or any portion of the Property at public auction to the highest bidder for cash at the location within the courthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the courthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after the Trustee or its agent has given notice of the time and place of sale and of the property to be sold as required by the Texas Property Code, as then amended.

UCC Remedies. With respect to all or any part of the Personal Property, Lender shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. As additional security for the payment of the Indebtedness, Grantor hereby assigns to Lender all Rents as defined in the Definitions section of this Deed of Trust. Lender shall have the right at any time, and even though no Event of Default shall have occurred under this Deed of Trust, to collect and receive the Rents. Lender shall provide any notice required by applicable law with regard to such enforcement of its right to collect and receive the Rents. In addition, if the Property is vacant, Lender may rent or lease the Property. Lender shall not be liable for its failure to rent the Property, to collect any Rents, or to exercise diligence in any matter relating to the Rents; Lender shall be accountable only for Rents actually received. Lender neither has nor assumes any obligation as lessor or landlord with respect to any occupant of the Property. Rents so received shall be applied by Lender first to the remaining unpaid balance of the Indebtedness, in such order or manner as Lender shall elect, and the residue, if any, shall be paid to the person or persons legally entitled to the residue.

Trustee's Powers. Grantor hereby jointly and severally authorizes and empowers Trustee to sell all or any portion of the Property together or in lots or parcels, as Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such Property good and sufficient deeds of conveyance of fee simple title, or of lesser estates, and bills of sale and assignments, with covenants of general warranty made on Grantor's behalf. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Property to be sold at such sale. The Trustee making such sale shall receive the proceeds of the sale and shall apply the same as provided below. Payment of the purchase price to Trustee shall satisfy the liability of the purchaser at any such sale of the Property, and such person shall not be bound to look after the application of the proceeds.

Appoint Receiver. Lender shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Lender's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Lender shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Grantor remains in possession of the Property after the Property is sold as provided above or Lender otherwise becomes entitled to possession of the Property upon default of Grantor, Grantor shall become a tenant at sufferance of Lender or the purchaser of the Property and shall, at Lender's option, either (1) pay a reasonable rental for the use of the Property, (2) vacate the Property immediately upon the demand of Lender, or (3) if such tenants refuse to surrender possession of the Property upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Grantor expressly waives all damages sustained by reason thereof.

Other Remedies. Trustee or Lender shall have any other right or remedy provided in this Deed of Trust or the Note or available at law or in equity.

Sale of the Property. To the extent permitted by applicable law, Grantor hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Lender shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Lender shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may convey all or any part of the Property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty. Grantor waives all requirements of appraisement, if any. The affidavit of any person having knowledge of the facts to the effect that proper notice as required by the Texas Property Code was given shall be prima facie evidence of the fact that such notice was in fact given. Recitals and statements of fact in any notice or in any conveyance to the purchaser or purchasers of the Property in any foreclosure sale under this Deed of Trust shall be prima facie evidence of the truth of such facts, and all prerequisites and requirements necessary to the validity of any such sale shall be presumed to have been performed. Any sale under the powers granted by this Deed of Trust shall be a perpetual bar against Grantor, Grantor's heirs, successors, assigns and legal representatives.

Proceeds. Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lien, posting for sale, selling, or releasing the Property, (b) then to Lender the full amount of the Indebtedness, (c) then to any amount required by law to be paid before payment to Grantor, and (d) the balance, if

Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. Grantor authorizes Lender and its agents to enter upon the Property to make such inspections and tests, at Grantor's expense, as Lender may deem appropriate to determine compliance of the Property with this section of the Deed of Trust. Any inspections or tests made by Lender shall be for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Lender to Grantor or to any other person. The representations and warranties contained herein are based on Grantor's due diligence in investigating the Property for Hazardous Substances. Grantor hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Grantor becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which Lender may directly or indirectly sustain or suffer resulting from a breach of this section of the Deed of Trust or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Grantor's ownership or interest in the Property, whether or not the same was or should have been known to Grantor. The provisions of this section of the Deed of Trust, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Deed of Trust and shall not be affected by Lender's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Nuisance, Waste. Grantor shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Grantor will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Grantor and of which Grantor has informed Lender in writing prior to Grantor's signing of this Deed of Trust.

Removal of Improvements. Grantor shall not demolish or remove any Improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any Improvements, Lender may require Grantor to make arrangements satisfactory to Lender to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Grantor's compliance with the terms and conditions of this Deed of Trust.

Compliance with Governmental Requirements. Grantor shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property, including without limitation, the Americans With Disabilities Act. Grantor may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Grantor has notified Lender in writing prior to doing so and so long as, in Lender's sole opinion, Lender's interests in the Property are not jeopardized. Lender may require Grantor to post adequate security or a surety bond, reasonably satisfactory to Lender, to protect Lender's interest.

Duty to Protect. Grantor agrees neither to abandon or leave unattended the Property. Grantor shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are reasonably necessary to protect and preserve the Property.

DUE ON SALE - CONSENT BY LENDER. Lender may, at Lender's option, declare immediately due and payable all sums secured by this Deed of Trust upon the sale or transfer, without Lender's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. If any Grantor is a corporation, partnership or limited liability company, transfer also includes any restructuring of the legal entity (whether by merger, division or otherwise) or any change in ownership of more than twenty-five percent (25%) of the voting stock, partnership interests or limited liability company interests, as the case may be, of such Grantor. However, this option shall not be exercised by Lender if such exercise is prohibited by federal law or by Texas law.

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Deed of Trust:

Payment. Grantor shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Grantor shall maintain the Property free of all liens having priority over or equal to the interest of Lender under this Deed of Trust, except for the lien of taxes and assessments not due and except as otherwise provided in this Deed of Trust.

Right to Contest. Grantor may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Lender's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Grantor shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Grantor has notice of the filing, secure the discharge of the lien, or if requested by Lender, deposit with Lender cash or a sufficient corporate surety bond or other security satisfactory to Lender in an amount sufficient to discharge the lien plus any costs and Lender's reasonable attorneys' fees, or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Grantor shall defend itself and Lender and shall satisfy any adverse judgment before enforcement against the Property. Grantor shall name Lender as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Grantor shall upon demand furnish to Lender satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Lender at any time a written statement of the taxes and assessments against the Property.

Notice of Construction. Grantor shall notify Lender at least fifteen (15) days before any work is commenced, any services are furnished, or any materials are supplied to the Property, if any mechanic's lien, materialmen's lien, or other lien could be asserted on account of the work, services, or materials. Grantor will upon request of Lender furnish to Lender advance assurances satisfactory to Lender that Grantor can and will pay the cost of such Improvements.

PROPERTY DAMAGE INSURANCE. The following provisions relating to insuring the Property are a part of this Deed of Trust.

Maintenance of Insurance. Grantor shall procure and maintain policies of fire insurance with standard extended coverage endorsements on a replacement basis for the full insurable value covering all Improvements on the Real Property in an amount sufficient to avoid application of any coinsurance clause, and with a standard mortgagee clause in favor of Lender. Grantor shall also procure and maintain comprehensive general liability insurance in such coverage amounts as Lender may request with Trustee and Lender being named as additional insureds in such liability

PROPERTY OWNER : 2

GENERAL WARRANTY DEED

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

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

THE COUNTY OF BRAZORIA

THAT **FULL BLESSING INVESTMENT, LP, a Texas Limited Partnership,** hereinafter called "Grantor" (and referred to in the singular, whether one or more), for and in consideration of the sum of Ten and No/100 DOLLARS ($10.00) cash and other good and valuable consideration in hand paid by **MELDI HOSPITALITY LP, a Texas Limited Partnership,** hereinafter called "Grantee" (and referred to in the singular, whether one or more), the receipt of which is hereby acknowledged; and the further consideration of the EXECUTION and DELIVERY by Grantee herein of his one certain Promissory Note of even date herewith for the principal sum of ONE MILLION FOUR HUNDRED FORTY THOUSAND AND NO/100 DOLLARS ($1,440,000.00), bearing interest and payable as therein provided to the order of **Grantor herein**, and containing customary acceleration of maturity, past due interest and attorney's fees clauses; said Note being secured by a Vendor's Lien hereinafter retained upon the property hereby conveyed and being additionally secured by the Lien of a Deed of Trust of even date herewith to **MALCOLM S. MORRIS**, Trustee, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all that certain lot, tract or parcel of land together with all improvements thereon, lying and being situated in Brazoria County, Texas, described as follows, to-wit:

> 6.327 ACRES OF LAND, OUT OF TRACT 203 OF THE EMIGRATION LAND COMPANY SUBDIVISION OF SECTION 65, H.T.&B.R.R. COMPANY SURVEY, ABSTRACT 285, BRAZORIA COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2, PAGE 81 AND 82, PLAT RECORDS, BRAZORIA COUNTY, TEXAS, AND BEING MORE FULLY DESCRIBED BY METES AND BOUNDS ON **EXHIBIT "A"** ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE FOR ANY AND ALL PURPOSES.

This conveyance is made and accepted subject to any and all easements, rights of way, valid restrictions, mineral reservations of any kind, maintenance charges, building set back lines, and governmental regulations, if any, to the extent, but only to the extent that they are reflected by the records of the Office of the County Clerk of the above mentioned County and State.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto Grantee, his heirs and assigns, forever; and, Grantor does hereby bind himself, his heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular the said premises unto Grantee, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

When Grantor and/or Grantee are more than one entity, the pertinent nouns, verbs and pronouns shall be construed to correspond. When Grantor and/or Grantee are a corporation, a trustee or other legal entity that is not a natural person, the pertinent words "heirs, executors and administrators" and/or "heirs and assigns" shall be construed to mean "successors and assigns," respectively. Reference to any gender shall include either gender and, in the case of a legal entity that is not a natural person, shall include the neuter gender, all as the case may be.

But it is expressly agreed and stipulated that Vendor's Lien is retained in favor of Grantor who will hold superior title in and to the above described property, premises and improvements, and the title in the Grantee will not become absolute until the above described Note, together with all renewals and extensions thereof, and all interest and other charges therein stipulated, are fully paid, according to the face and tenor, effect and reading thereof, when this Deed shall become absolute.

THE HEREIN CONVEYED PROPERTY IS CONVEYED "AS IS" AND "WITH ALL FAULTS" AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED ON THE PART OF GRANTOR, OR ARISING BY OPERATION OF LAW INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

EXECUTED this 17 day of August, 2018.

FULL BLESSING INVESTMENT, LP, a Texas Limited Partnership

By: **STANFORD GLOBAL CORP., a Texas Corporation, its General Partner**

By: [signature]
Name: Jane Lyn Lee
Title: General Partner

THE STATE OF TEXAS

COUNTY OF Fort Bend

This instrument was acknowledged before me, on this 17 day of August, 2018, by Jane Lyn Lee as General Partner of **STANFORD GLOBAL CORP., a Texas Corporation**, acting in its capacity as General Partner of **FULL BLESSING INVESTMENT, LP, a Texas Limited Partnership**, on behalf of said limited partnership.

[signature]
NOTARY PUBLIC, STATE OF TEXAS

DEBBIE R. DUNCAN
NOTARY ID #125086887
My Commission Expires
April 01, 2022

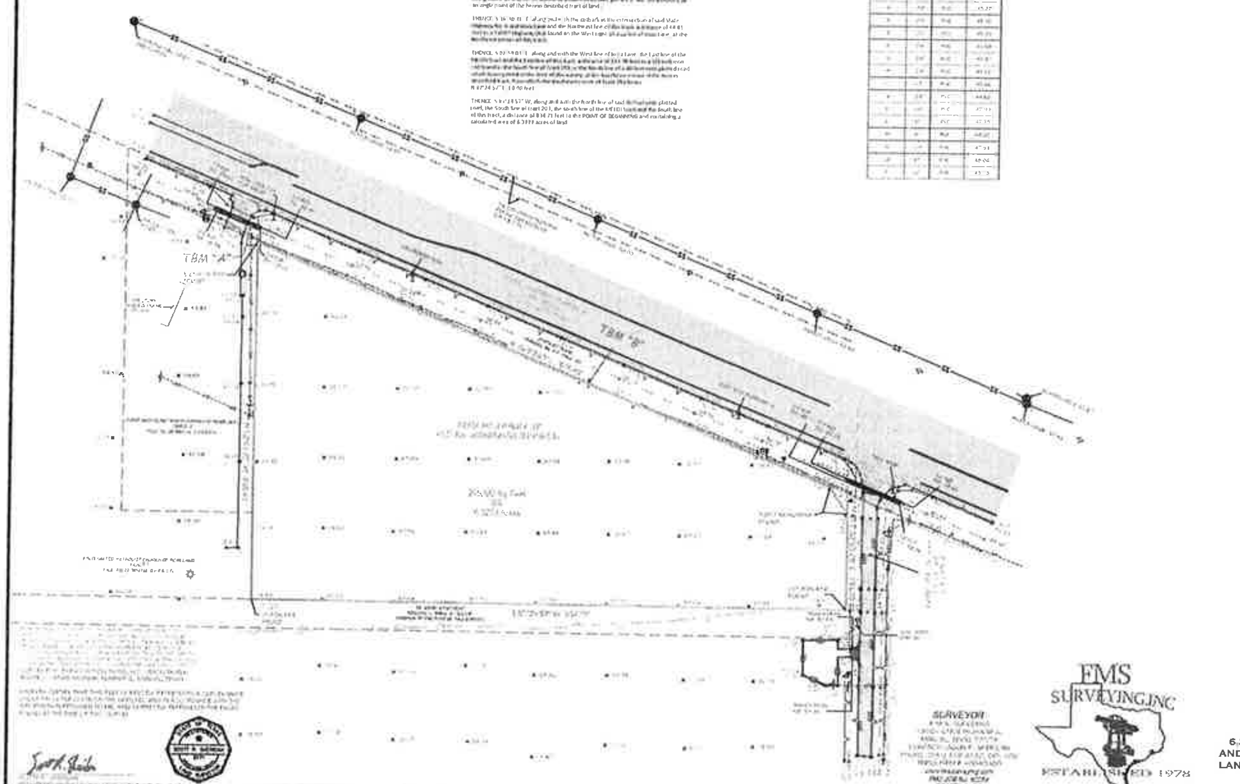
GRANTEE'S MAILING ADDRESS
P.O. Box 84465
Pearland, TX 77584

G:\CONV\STCFolders\Full Blessing-Meidi 240190\gwd.WPD
August 6, 2018

METES AND BOUNDS DESCRIPTION
OF

TBM "A"

TBM "B"



LEGEND

ABBREVIATIONS

SURVEYOR

EMS SURVEYING, INC.
ESTABLISHED 1978

BOUNDARY & TOPOGRAPHIC SURVEY
OF
6.3272 ACRES (275,613 SQ. FT.) OF LAND, OUT OF AND BEING PART OF TRACT 203 OF THE EMIGRATION LAND COMPANY SURVEY, ABSTRACT 285, BRAZORIA COUNTY, TEXAS.

PROPERTY OWNER : 3

54.839 Acres

March 24, 2006
Job No. 1727-6000

PART THREE

30.244 ACRES

All that certain tract or parcel containing 30.244 acres of land in the H.T. & B.R.R. Company Survey, Section 65, A-285, Brazoria County, Texas, being part of that certain tract called 19.1938 acres and part of that certain tract called 25.5279 acres conveyed to Milestone South Six Development, Ltd., by an instrument of record in File No. 03-061748 of the Public Records of said Brazoria County (B.C.P.R.) as well as part of that certain 40.0 foot wide platted roadway (not open) as shown on Emigration Land Company Subdivision of said Section 65 as recorded in Volume 2, Page 81 of the Map Records of said Brazoria County and being part of Lot No. 201, Lot No. 202, Lot No. 205 and Lot No. 206 of said Emigration Land Company Subdivision;

COMMENCING for reference at an old one (1) inch axle found marking the northeast corner of Lot No. 254 of said Emigration Land Company Subdivision and on the west right-of-way line of County Road No. 82 (Iowa Lane), varying width;

Thence South 02° 37' 36" East, with said west right-of-way line and with the east line of said subdivision, at 1189.97 feet pass a 1/2-inch iron pipe found on a south line of a 40.0 foot wide platted roadway (not open) and the northeast corner of Lot No. 228 of said subdivision, at 2509.88 feet pass the southeast corner of Lot No. 203 of said subdivision, the southeast corner of that certain tract called 6.327 acres conveyed to William G. Neumann, Jr., by an instrument of record in File No. 97-014478 of the B.C.P.R. and on the north line of a 40.0 foot wide platted roadway (not open) and continue in all a total of 2549.88 feet to a 5/8-inch iron with a plastic cap marked "LJA ENG." previously set for the POINT OF BEGINNING of the herein described tract, same being the northeast corner of the aforesaid 25.5279 acre tract, on the south right-of-way of said 40.0 foot wide platted roadway (not open) and marking the northeast corner of Lot No. 202 of said Emigration Land Company Subdivision;

Thence South 02° 37' 36" East, 725.16 feet continuing with said west right-of-way line, with the east line of said Lot No. 202 and with an east line of said 25.5279 acre tract to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." previously set for corner;

Thence North 70° 28' 24" West, 3031.40 feet departing said east and west lines, crossing the north line of the aforesaid 25.5279 acre tract and the north line of aforesaid Lot No. 201 of said subdivision, same being the south line of the aforesaid 40.0 foot wide platted roadway (not open) and crossing the north line of said 40.0 foot wide platted roadway (not open), same being the south line of the aforesaid Lot No. 205 of said subdivision and the south line of the aforesaid 19.1938 acre tract to a 5/8-inch iron rod with plastic cap marked "LJA ENG." previously set for corner on the west line of said Lot No. 206 of said Emigration Land Company Subdivision, on an east line of Lot No. 207 of said subdivision and on an east line of that certain tract called "All of Lot No. 207, Lot No. 208 and Lot No. 225" conveyed to Fred McCutcheon by an instrument of record in File No. 99-030488 of the B.C.P.R.;

Thence North 03° 08' 59" West, 255.43 feet with the common line between said 19.1938 acre tract and said McCutcheon tract and with the common line between said Lot No. 206 and Lot No. 207 to a 5/8-inch iron rod previously found for corner on the east line of said Lot No. 207, same being the northwest corner of said Lot No. 206, the northwest corner of said 19.1938 acre tract and the southwest corner of Lot No. 225 of said subdivision;

Thence North 86° 46' 37" East, with the north line of said 19.1938 acre tract, the south line of said McCutcheon tract, the south line of that certain tract called 3.696 acres conveyed to Douglas B. Wilson, Trustee, by an instrument of record in File No. 02-048631 of the B.C.P.R., with the common line between Lot No. 206 and Lot No. 225 and Lot No. 205 and Lot No. 226, at 1314.41 feet pass a previously found one (1) inch iron pipe and continue in all a total of 1317.67 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." previously set for corner, the northeast corner of said 19.1938 acre tract and the common corner of Lot No. 204, Lot No. 205, Lot No. 226 and Lot No. 227 of said subdivision and on a west line of that certain tract called 5.021 acres conveyed to Grace United Methodist Church of Manvel and Iowa Colony, Texas by an instrument of record in File No. 2004-039311of the B.C.P.R.;

Thence South 03° 03' 09" East, with the east line of said 19.1938 acre tract, with the west line of said 5.021 acre tract and with the common line between said Lot No. 205 and Lot No. 204, at 661.35 feet pass a 5/8-inch iron rod with a cap marked "LJA ENG." previously set marking the common south corner of said 19.1938 acre and 5.021 acre tracts and the common south corner of said Lot No. 205 and Lot No. 204 and continue in all a total of 701.35 feet to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." previously set for corner on the south right-of-way line of the aforesaid 40.0 foot wide platted roadway (not open), on the north line of the aforesaid Lot No. 201 and on a north line of the aforesaid 25.5279 acre tract;

Thence North 86° 49' 27" East, 1487.21 feet with said north and south lines to the POINT OF BEGINNING and containing 30.244 acres of land.

Said Part One, Part Two and Part Three contain a total of 54.839 acres of land.

This description is based on a survey made on the ground under my supervision in March, 2006.

Jesse T. Poulson
Registered Professional Land Surveyor
Texas Registration No. 1891

LJA Engineering & Surveying, Inc.

PROPERTY OWNER : 4

PART FIVE

15.304 ACRES

All that certain tract or parcel containing 15.304 acres of land in the H.T. & B.R.R. Company Survey, Section 65, A-285, Brazoria County, Texas, being part of the residue of that certain tract called 19.1938 acres and part of the residue of that certain tract called 25.5279 acres conveyed to Milestone South Six Development, Ltd., by an instrument of record in File No. 03-061748 of the Public Records of said Brazoria County (B.C.P.R.) as well as part of that certain 40.0 foot wide Platted Roadway (not open) as shown on Emigration Land Company Subdivision of said Section 65 as recorded in Volume 2, Page 81 of the Map Records of said Brazoria County and being part of Lot No. 201, Lot No. 202, Lot No. 205 and Lot No. 206 of said Emigration Land Company Subdivision;

COMMENCING for reference at an old one (1) inch axle found marking the northeast corner of Lot No. 254 of said Emigration Land Company Subdivision and on the west right-of-way line of County Road No. 82 (Iowa Lane), varying width;

Thence South 02° 37' 36" East, with said west right-of-way line and with the east line of said subdivision, at 1189.97 feet pass a 1/2-inch iron pipe found on a south line of a 40.0 foot wide Platted Roadway (not open) and the northeast corner of Lot No. 228 of said subdivision, at 2509.88 feet pass the southeast corner of Lot No. 203 of said subdivision, the southeast corner of that certain tract called 6.327 acres conveyed to William G. Neumann, Jr., by an instrument of record in File No. 97-014478 of the B.C.P.R. and on the north line of a 40.0 foot wide Platted Roadway (not open), at 2549.88 feet pass a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found on the south line of said 40.0 foot wide Platted Roadway (not open), same being the easterly northeast corner of that certain tract called 30.244 acres conveyed to Sonmar Of Albuquerque, L.L.C., by an instrument of record in File No. 2006018645 of the B.C.O.R. and continuing with the west right-of-way line of said County Road No. 82 (Iowa Lane) and the east line of said 30.244 acre tract in all a total of 3,275.04 feet to a 5/8-inhc iron rod with a plastic cap marked "LJA ENG." found marking the southeast corner of said 30.244 acre tract and the POINT OF BEGINNING of the herein described tract;

Thence South 02° 37' 36" East, 237.53 feet continuing with said west right-of-way line and with an east line of the aforesaid residue of 25.5279 acre tract to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found marking the southeast corner of said 25.5279 acre tract and on the northerly line of the Topeka & Santa Fe Railroad Company's 150.0 foot wide right-of-way;

Thence North 70° 28' 24" West, with the south line of said 25.5279 acre tract and with the north line of said Topeka & Santa Fe Railroad Company's right-of-way, at 2494.26 feet pass a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found on the south line of the aforesaid 40.0 foot wide Platted Roadway (not open), at 2597.90 feet pass the north line of said 40.0 foot wide Platted Roadway (not open) and an east corner of the aforesaid residue of 19.1938 acre tract and continue with the north line of said Topeka & Santa Fe Railroad Company's right-of-way and with a south line of said residue of 19.1938 acre tract and with a south line of the aforesaid Lot No. 206 in all a total of 3,029.05 feet, a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found for corner, the southwest corner of said residue of 19.1938 acre tract and the southwest corner of Lot No. 206, same being the southeast corner of Lot No. 207 of said Emigration Land Company Subdivision and the southeast corner of that certain tract conveyed to Fred McCutcheon by an instrument of record in File No. 99-030488 of the B.C.P.R.;

Thence North 03° 08' 59" West, 238.43 feet with the common line between said residue of 19.1938 acre tract and said McCutcheon tract and with the common line between said Lot 206 and Lot 207 of said subdivision to a 5/8-inch iron rod with a plastic cap marked "LJA ENG." found for corner, the southwest corner of the aforesaid 30.244 acre tract and from which point a 5/8-inch iron rod found marking the common corner of Lot No. 206 and Lot No. 225 of said subdivision bears North 03° 08' 59" West, 255.43 feet;

Thence South 70° 28' 24" East, 3031.40 feet departing said common lines and with the south line of said 30.244 acre tract to the POINT OF BEGINNING and containing 15.304 acres of land.

EXHIBIT A

-Red outlined area is the general area of ROW abandonment.

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.

2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.

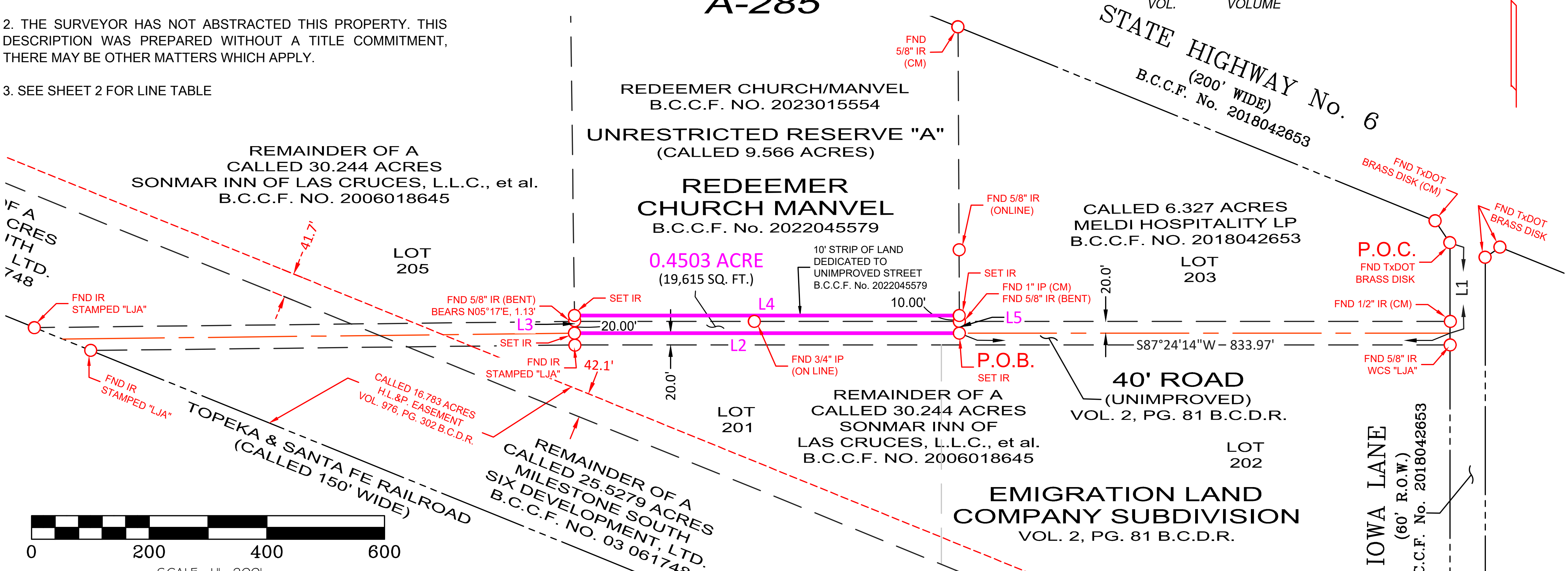
3. SEE SHEET 2 FOR LINE TABLE

EXHIBIT "A"
REDEEMER TRACT

H T & B R R Co. SURVEY A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
PG.	PAGE
VOL.	VOLUME



SCALE: 1"=200'
DATE: APRIL 28, 2024

SURVEYOR:
F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530,
EMAIL: rchase@fmssurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmssurveying.com

FMS SURVEYING, INC
ESTABLISHED 1978

0.4503 ACRE (19,615 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
REDEEMER CHURCH MANVEL
EMIGRATION LAND COMPANY SUBDIVISION
H T & B R R CO. SURVEY
ABSTRACT No. 285
BRAZORIA COUNTY, TEXAS

EXHIBIT "B"
REDEEMER TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	153.51'
L2	S87°24'14"W	653.69'
L3	N03°21'38"W	30.00'
L4	N87°24'14"E	653.96'
L5	S02°51'03"E	30.00'

METES AND BOUNDS DESCRIPTION
0.4503 ACRE (19,615 SQUARE FEET)
H. T. & B. R. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.4503 acre (19,615 square feet) of land situated in the H. T. & B. R. R. Company Survey, A-285 , Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.4503 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line, a distance of 153.51 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set at the intersection of the centerline of said 40 feet wide Road with said west R.O.W. line of said Iowa Lane;

THENCE, South 87°24'14" West, departing said west R.O.W. line and along the centerline of said 40 feet wide Road, a distance of 833.97 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the **POINT OF BEGINNING** and southeast corner of the herein described tract;

THENCE, South 87°24'14" West, continuing along said centerline, a distance of 653.69 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southwest corner of the herein described tract;

THENCE, North 03°21'38" West, a distance of 30.00 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the northwest corner of a 10 feet wide strip of land dedicated to unimproved street as recorded on Redeemer Church Manvel, a subdivision plat of record under B.C.C.F. No. 2022045579, same being the southwest corner of Unrestricted Reserve "A" of said Redeemer Church Manvel and marking the northwest corner of the herein described tract;

THENCE, North 87°24'14" East, along the north line of said 40 feet wide Road, a distance of 653.96 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southeast corner of said Unrestricted Reserve "A", the northeast corner of said 10 feet wide strip and of the herein described tract;

THENCE, South 02°51'03" East, a distance of 30.00 feet to the **POINT OF BEGINNING** and containing 0.4503 Acre (19,615 square feet) of land.

STATE OF TEXAS
REGISTERED
SCOTT R. SHERIDAN
6171
PROFESSIONAL
LAND SURVEYOR

5/1/24

SCOTT R. SHERIDAN
REGISTERED PROFESSIONAL SURVEYOR No. 6171

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.

2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.

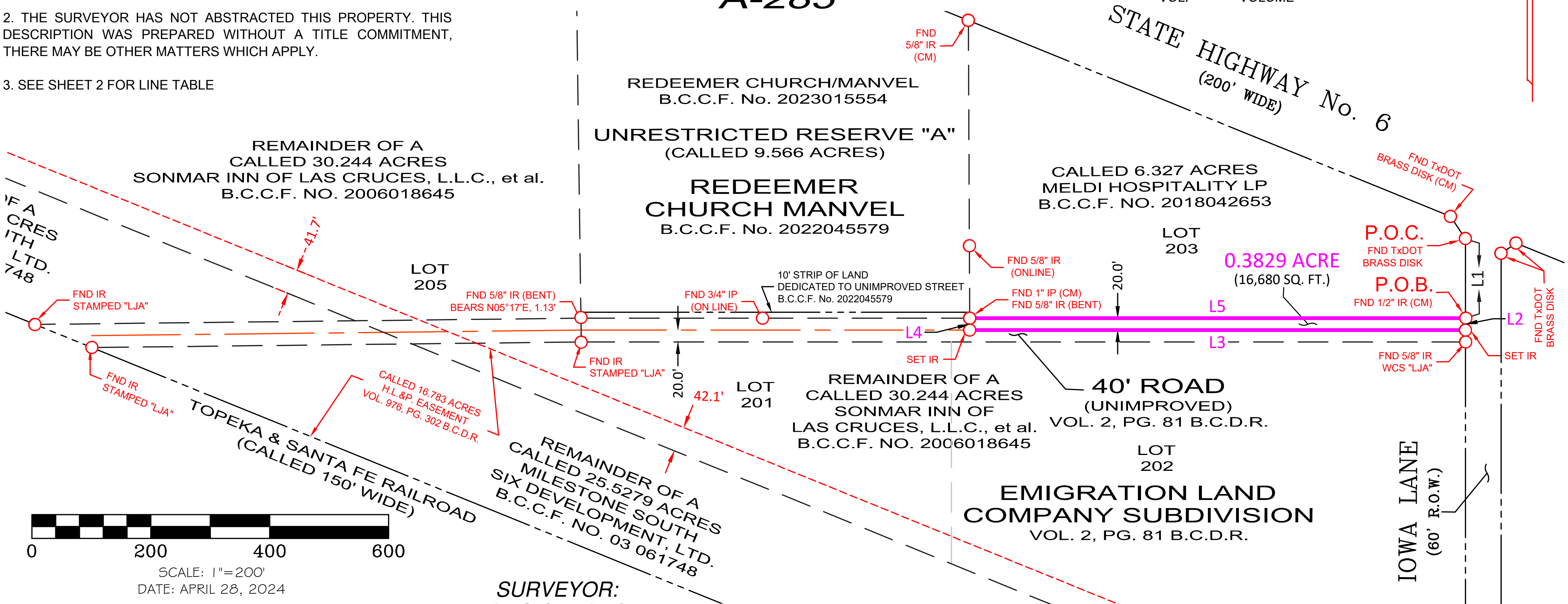
3. SEE SHEET 2 FOR LINE TABLE

EXHIBIT "A"
MELDI TRACT

H T & B R R Co. SURVEY
A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
PG.	PAGE
VOL.	VOLUME



SCALE: 1"=200'
DATE: APRIL 28, 2024

SURVEYOR:
F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530,
EMAIL: rchase@fmssurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmssurveying.com

FMS SURVEYING,INC
ESTABLISHED 1978

0.3829 ACRE (16,680 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
EMIGRATION LAND COMPANY SUBDIVISION
H T & B R R CO. SURVEY
ABSTRACT No. 285
BRAZORIA COUNTY, TEXAS

EXHIBIT "B"
MELDI TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	133.51'
L2	S02°35'06"E	20.00'
L3	S87°24'14"W	833.97'
L4	N02°51'03"W	20.00'
L5	N87°24'14"E	834.07'

METES AND BOUNDS DESCRIPTION
0.3829 ACRE (16,680 SQUARE FEET)
H. T. & B. R. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.3829 acre (16,680 square feet) of land situated in the H. T. & B. R. R. Company Survey, A-2858 , Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.3829 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line and along the east line of said called 6.327 acre tract, a distance of 133.51 feet to a found 1/2-inch rod marking the southeast corner of said called 6.327 acre tract, same marking the **POINT OF BEGINNING** and northeast corner of the herein described tract;

THENCE, South 02°35'06" East, a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set at the intersection of the centerline of said 40 feet wide Road with the west R.O.W. line of said Iowa Lane and marking the southeast corner of the herein described tract;

THENCE, South 87°24'14" West, departing said west R.O.W. line and along the centerline of said 40 feet wide Road, a distance of 833.97 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southwest corner of the herein described tract;

THENCE, North 02°51'03" West, a distance of 20.00 feet to a found 1-inch iron pipe in the north line of said 40 feet wide Road, marking the southwest corner of the aforesaid called 6.327 acre tract and marking the northwest corner of the herein described tract;

THENCE, North 87°25'14" West, along the north line of said 40 feet wide Road, a distance of 834.07 feet to the **POINT OF BEGINNING** and containing 0.3829 Acre (16,680 square feet) of land.

STATE OF TEXAS
REGISTERED
SCOTT R. SHERIDAN
6171
PROFESSIONAL
LAND SURVEYOR

5/1/24

SCOTT R. SHERIDAN
REGISTERED PROFESSIONAL SURVEYOR No. 6171

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.

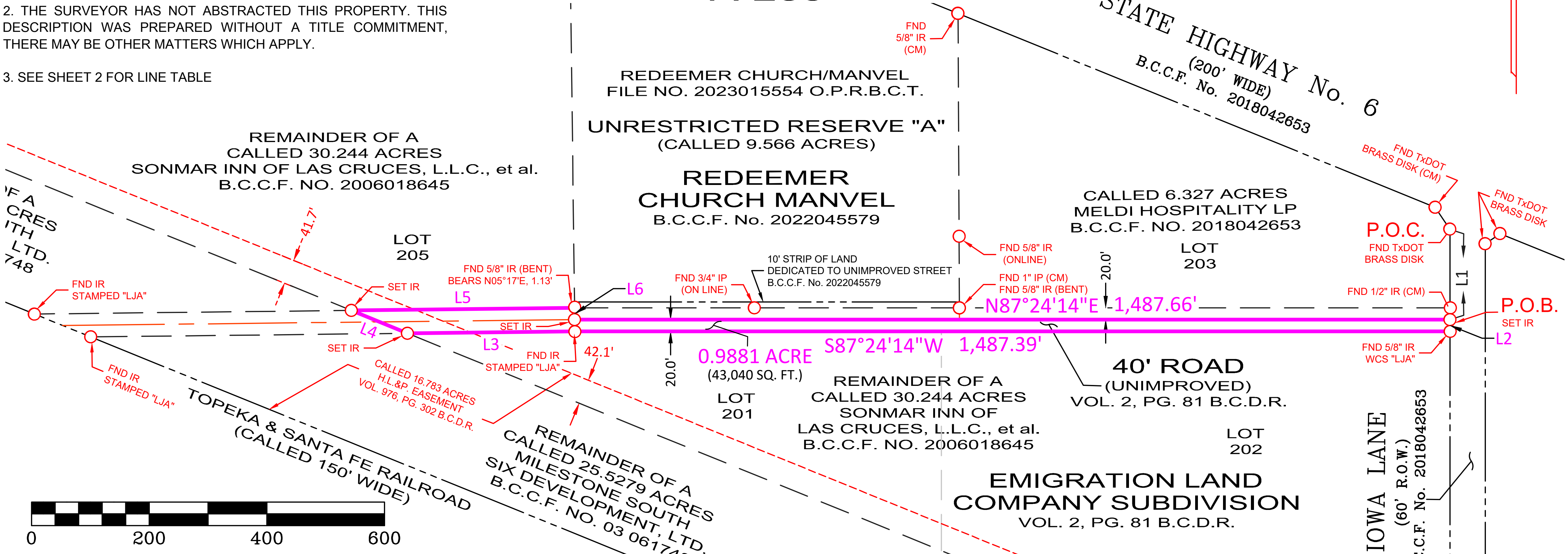
2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.

3. SEE SHEET 2 FOR LINE TABLE

EXHIBIT "A"
SONMAR TRACT
H T & B R R Co. SURVEY
A-285

LEGEND:

B.C.C.F.	*BRAZORIA COUNTY CLERK'S FILE*
B.C.D.R.	*BRAZORIA COUNTY DEED RECORDS*
(CM)	*CONTROLLING MONUMENT*
IP	*IRON PIPE*
IR	*IRON ROD*
NO.	*NUMBER*
PG.	*PAGE*
VOL.	*VOLUME*



SCALE: 1"=200'
DATE: APRIL 28, 2024

SURVEYOR:
F.M.S. SURVEYING
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MANVEL, TEXAS 77578
PHONE: (281) 519-8530,
EMAIL: rchase@fmssurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmssurveying.com

FMS SURVEYING,INC
ESTABLISHED 1978

0.9881 ACRE (43,040 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
EMIGRATION LAND COMPANY SUBDIVISION
H T & B R R CO. SURVEY
ABSTRACT No. 285
BRAZORIA COUNTY, TEXAS

EXHIBIT "B"
SONMAR TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	153.51'
L2	S02°35'06"E	20.00'
L3	S86°44'36"W	284.72'
L4	N70°25'54"W	103.12'
L5	N86°44'36"E	379.70'
L6	S03°21'38"E	20.00'

METES AND BOUNDS DESCRIPTION
0.9881 ACRE (43,040 SQUARE FEET)
H. T. & B. R. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.9881 acre (43,040 square feet) of land situated in the H. T. & B. R. R. Company Survey, A-285 , Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.9881 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line, a distance of 153.51 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set at the intersection of the centerline of said 40 feet wide Road with said west R.O.W. line of said Iowa Lane, same marking the **POINT OF BEGINNING** and the most easterly northeast corner of the herein described tract;

THENCE, South 02°35'06" East, 20.00 feet to a found 1/2-inch iron rod making the northeast corner of Lot 202 of Emigration Land Company Subdivision, a subdivision plat of record in said Volume 2, Page 81 B.C.D.R.;

THENCE, South 87°24'14" West, departing said west R.O.W. line, along the common line of said 40 feet wide Road , the north line of the remainder of a called 30.244 acre tract of land conveyed by deed to Sonmar Inn of Las Cruces, L.L.C., et al. recorded under B.C.C.F. No. 2006018645, a distance of 1,487.39 feet to a found iron rod with cap stamped "LJA" making an angle point in said south R.O.W. line;

THENCE, South 86°44'36" West, continuing along said common lines, a distance of 284.72 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the northeast corner of the remainder of a called 25.5279 acre tract conveyed by deed to Milestone South Six Development, LTD. As recorded under B.C.C.F. No. 03 061748 , same marking a westerly corner of the remainder of said called 30.244 acre tract and southwest corner of the herein described tract;

THENCE, North 70°25'54" West, a distance of 103.12 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southeast corner of a called 19.1938 acre tract of land conveyed by deed to Milestone South Six Development, Ltd. by said deed recorded under B.C.C.F. No. 03 061748 and marking the northwest corner of the herein described tract;

THENCE, North 86°44'36" East, along the north line of said 40 feet wide Road, a distance of 379.70 feet to an angle point, same being the southwest corner of Redeemer Church Manvel, a subdivision plat of record under B.C.C.F. No.2022045579 and being the marking the southeast corner of a called 19.1938 acre tract of land conveyed by deed to Milestone South Six Development, Ltd. by said deed recorded under B.C.C.F. No. 03 061748, and marking the most northerly northeast corner of the herein described tract;

THENCE, South 03°21'38" East, a distance of 20.00 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set in the centerline of said 40 feet wide Road and marking an interior corner of the herein described tract, from which a found 5/8-inch iron rod (Bent) bears North 05°17' East, 1.13 feet;

THENCE, North 87°24'14" East, a distance of 1,487.66 feet to the **POINT OF BEGINNING** and containing 0.9881 Acre (43,040 square feet) of land.

STATE OF TEXAS
REGISTERED
SCOTT R. SHERIDAN
6171
PROFESSIONAL
LAND SURVEYOR

5/1/24

SCOTT R. SHERIDAN
REGISTERED PROFESSIONAL SURVEYOR No. 6171

NOTES:

1. ALL BEARINGS ARE LAMBERT GRID BEARINGS AND ALL COORDINATES REFER TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AS DEFINED BY ARTICLE 21.071 OF THE NATURAL RESOURCES CODE OF THE STATE OF TEXAS, 1983 DATUM (2011 ADJUSTMENT) EPOCH 2010.00. ALL DISTANCES ARE ACTUAL DISTANCES. SCALE FACTOR = 0.999913671.

2. THE SURVEYOR HAS NOT ABSTRACTED THIS PROPERTY. THIS DESCRIPTION WAS PREPARED WITHOUT A TITLE COMMITMENT, THERE MAY BE OTHER MATTERS WHICH APPLY.

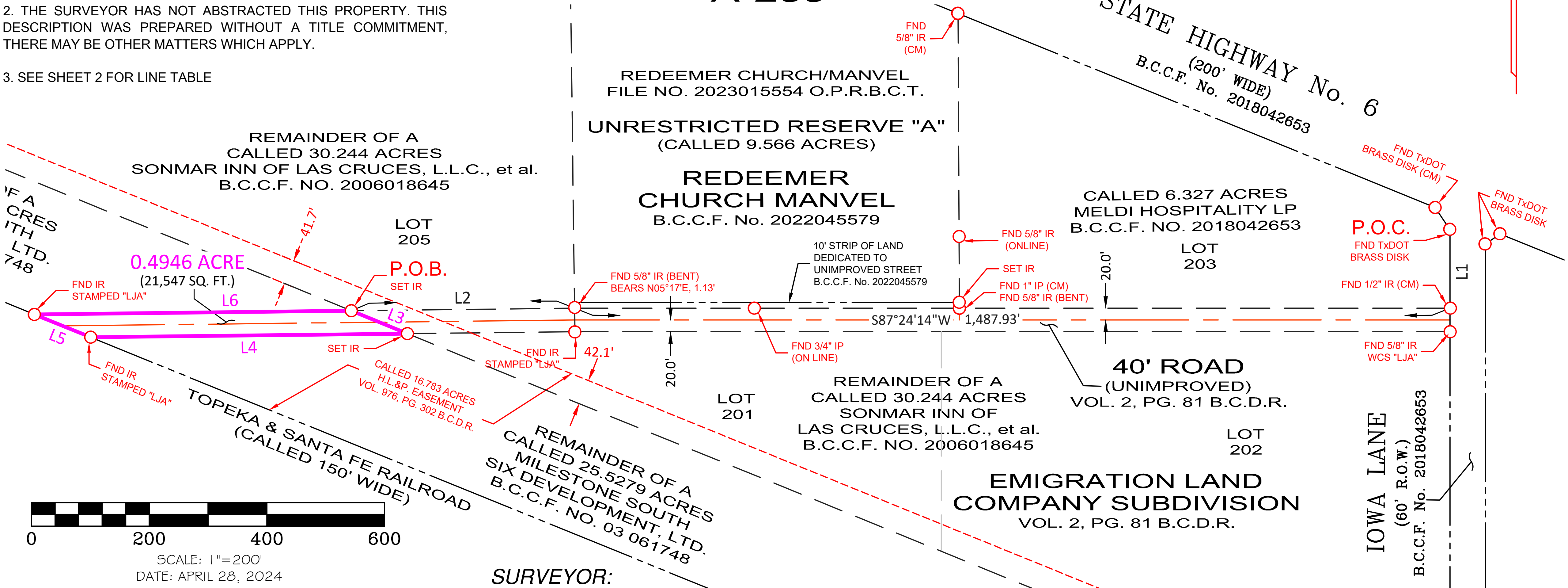
3. SEE SHEET 2 FOR LINE TABLE

EXHIBIT "A"
MILESTONE TRACT

H T & B R R Co. SURVEY A-285

LEGEND:

B.C.C.F.	BRAZORIA COUNTY CLERK'S FILE
B.C.D.R.	BRAZORIA COUNTY DEED RECORDS
(CM)	CONTROLLING MONUMENT
IP	IRON PIPE
IR	IRON ROD
NO.	NUMBER
PG.	PAGE
VOL.	VOLUME



SCALE: 1"=200'
DATE: APRIL 28, 2024

SURVEYOR:
F.M.S. SURVEYING
7523 RUSSELL STREET,
MANVEL, TEXAS 77578
PHONE: (281) 519-8530,
EMAIL: rchase@fmssurveying.com
TBPELS FIRM # 10040400
FMS JOB No. 69693
DRAFTING: LCS
www.fmssurveying.com

FMS SURVEYING,INC
ESTABLISHED 1978

0.4946 ACRE (21,547 SQ. FT.)
FOR THE PURPOSES OF
RIGHT-OF-WAY ABANDONMENT
EMIGRATION LAND COMPANY SUBDIVISION
H T & B R R CO. SURVEY
ABSTRACT No. 285
BRAZORIA COUNTY, TEXAS

EXHIBIT "B"
MILESTONE TRACT

Line Table		
No.	Bearing	Length
L1	S02°35'06"E	133.51'
L2	S86°44'36"W	379.70'
L3	S70°25'54"E	103.11'
L4	S86°44'36"W	538.43'
L5	N70°32'09"W	103.56'
L6	N86°44'36"E	538.92'

METES AND BOUNDS DESCRIPTION
0.4946 ACRE (21,547 SQUARE FEET)
H. T. & B. R. R. COMPANY SURVEY, A-285
BRAZORIA COUNTY, TEXAS

Being all of that certain tract or parcel containing 0.4946 acre (21,547 square feet) of land situated in the H. T. & B. R. R. Company Survey, A-2858 , Brazoria County, Texas, being out of and a portion of a called 40 feet wide Road as recorded in Volume (Vol.) 2, Page (Pg.) 81 Brazoria County Clerk's Deed Records (B.C.D.R.), said 0.4946 acre tract being more particularly described as follows (bearing referenced hereon are based on the Texas Coordinate System of 1983, South Central Zone No. 4204):

COMMENCING for reference at a found Texas Department of Transportation (TxDot) Monument with Brass Disk at the southerly end of a Right-of-Way (R.O.W.) cut-back line at the intersection of the south R.O.W. line of State Highway Number (No.) 6 (Called 200 feet wide), with the west R.O.W. line of Iowa Lane (Called 60 feet wide), same being the most easterly northeast corner of a called 6.327 acre tract of land conveyed by deed recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2018042653;

THENCE, South 02°35'06" East, along said west R.O.W. line and along the east line of said called 6.327 acre tract, a distance of 133.51 feet to a found 1/2-inch rod marking the southeast corner of said called 6.327 acre tract;

THENCE, South 87°24'14" West, departing said west R.O.W. line and along the north line of said 40 feet wide Road, a distance of 1,487.93 feet to a a point for the southwest corner of Redeemer Church Manvel, a subdivision plat of record under B.C.C.F. No. 2022045579, same being a corner of the remainder of a called 30.244 acre tract of land conveyed by deed to Sonmar Inn of Las Cruces, L.L.C., et al. as recorded under B.C.C.F. No. 2006018645, from which a found 5/8-inch iron rod bears North 05°17' East, 1.13 feet;

THENCE, South 86°44'36" West, a distance of 379.70 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the southeast corner of the remainder of a called 19.1938 acre tract conveyed by deed to Milestone South Six Development Company, Ltd. as recorded under B.C.C.F. No. 03 061748, same marking the **POINT OF BEGINNING** and northeast corner of the herein described tract;

THENCE, South 70°25'54" East, over and across said 40 feet wide Road, a distance of 103.11 feet to a 5/8-inch iron rod with cap stamped "FMS Surveying" set marking the northeast corner of the remainder of a called 25.5279 acre tract conveyed by deed to Milestone South Six Development Company, Ltd. as recorded under B.C.C.F. No. 03 061748 and marking the southeast corner of the herein described tract;

THENCE, South 86°44'36" West, a distance of 538.43 feet to a found iron rod with cap stamped "LJA" in the northeasterly R.O.W. line of Topeka & Santa Fe Railroad (Called 150' wide), same marking the northwest corner of the remainder of said called 25.5279 acre tract and the southwest corner of the herein described tract;

THENCE, North 70°32'09" West, along said northeasterly R.O.W. line, a distance of 103.56 feet to a found iron rod with cap stamped "LJA" in said northeasterly R.O.W. line and marking the southeast corner of the remainder of said called 19.1938 acre tract and the northwest corner of the herein described tract;

THENCE, North 86°44'36" East, along the north line of said 40 feet wide Road, a distance of 538.92 feet to the **POINT OF BEGINNING** and containing 0.4946 Acre (21,547 square feet) of land.

STATE OF TEXAS
REGISTERED
SCOTT R. SHERIDAN
6171
PROFESSIONAL
LAND SURVEYOR

5/1/24

SCOTT R. SHERIDAN
REGISTERED PROFESSIONAL SURVEYOR No. 6171

2021008930
Total Pages: 10 MP

DEVELOPMENT AGREEMENT (FOR VARIANCE)

STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

This Development Agreement executed as of the 3 day of February 2020, is by and between the City of Manvel, Texas, ("City") and First United Methodist Church of Pearland, property owner 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 expansion of an existing church on 9.55 acres of land located at 18218 Morris Avenue.

WHEREAS, Developer wishes to expand an existing church on 9.55 acres of land located within the City limits of the City of Manvel, said tract being located at 18218 Morris Avenue; and,

WHEREAS, construction of an expansion to the existing church will require approval of a plat and compliance with the City's subdivision ordinance; and

WHEREAS, Section 62-111 of the City Code requires all streets be constructed in accordance with the city's design criteria and the developer is responsible for construction of necessary improvements on all perimeter streets in order to bring the pavement and curbing to minor street standards for the one-half of the street abutting the development; and

WHEREAS, pursuant to Section 62-5 of The City Code, the Developer has applied for a variance to defer this abutting perimeter road construction requirement, said application is attached as Exhibit "A";

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 5.022 acre parcel of land situated in the H.T. 7 B.R.R. Survey, Abstract 285, Brazoria County, Texas, and being out of Lots 204 and 227 of the Emigration Land Company Subdivision as recorded in Volume 2, Pages 81-82 of the Map Records of Brazoria County, and being the same property as described in deed recorded in Brazoria County Clerk's File 2016007845, and being a 4.533 acre parcel of land situated in the H.T. & B.R.R. Survey, Abstract 285, Brazoria County, Texas, and being out of Lots 204 and 227 of the Emigration Land Company Subdivision as recorded in Volume 2, Pages 81-82 of the Map Records of Brazoria County, and consisting of a called 2.00 acres and a called 3.024 acres, and being the same property as described in deed recorded in Brazoria County Clerk's File 2015058160 (the "Property"). The Property is more fully described and depicted in the survey attached as Exhibit "B", attached hereto.

1.02 Project Description. This Agreement is in regard to the construction of an expansion to an existing church on the Property, owned by Developer.

1.03 The Property has never been platted. To construct an expansion to the existing church on the Property will require compliance with the City's subdivision ordinance. Section 62-111of the City's subdivision ordinance requires one-half of abutting perimeter streets be constructed in accordance with the City's design criteria for asphalt roads. The Developer has applied to vary this requirement for their property.

2. CITY APPROVAL

2.01 Approval of variance. 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 of the City's subdivision ordinance, with conditions.

2.02 Conditions. The required conditions are as follows:

(i) Developer shall satisfy the requirement to construct one half of perimeter roadway for the unnamed, unimproved right-of-way by escrowing funds to the city in the amount of construction, based upon the cost of construction estimated by the city engineer at the time of tender of the escrow funds. The escrow funds shall be due to the city at the earlier of:

(a) the fifth anniversary of the date of issuance of the certificate of occupancy for the first church building of the expansion. Interest shall accumulate at the rate of 5.00 percent per year, beginning from the $112,000.00 construction cost at the time of the approval of this variance, up to the maximum total cost of $142,943.54 after five years;

(b) upon further subdivision of the Property by Developer or any successor in interest, (if no escrow has been tendered then one-half of the road will be constructed to City standards as per Subdivision Ordinance);

(c) within 90 days of the City giving notice that it will construct the roadway; and

(d) upon the occurrence of the abutting property owners (along the 60-foot right-of-way) developing or redeveloping the abutting property. Upon such occurrence, Developer or any successor in interest may either escrow funds or join in construction of the roadway with the abutting property owners; and

(ii) City shall record this agreement with the Brazoria County Clerk and evidence the agreement on a "plat note" on the plat of said Property. Developer shall be responsible for the cost of recordation.

3. DEVELOPER COVENANTS

3.01 The Developer agrees to following:

(i) Other than permits for the construction of an expansion to the existing church, Developer agrees that the City shall not issue any other construction permit or approve any further plat/re-plat of the Property until the Developer complies with 2.02 of this Agreement;

(ii) Developer agrees to begin construction of the church expansion, and diligently pursue to completion, within one-year of City Council approval; and

(iii) Developer agrees to pay the cost of recordation of this Agreement within thirty (30) days of invoice by the City.

3.02 Developer acknowledges that the City's covenants are contingent upon the Developer constructing the addition to the existing day care facility. Failure of the Developer to begin to construct the day care facility addition, and diligently pursue completion, within two-years of City Council approval shall constitute failure of this condition and the agreement shall automatically be null and void.

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:	First United Methodist Church of Pearland ATTN: Reginald Clemons, Executive Pastor P.O. Box 96 Pearland, TX 77588

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

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

Executed on this the 3 day of February, 2020

CITY OF MANVEL, TEXAS CORPORATE SEAL

CITY OF MANVEL:

Debra Davison

Debra Davison, Mayor

~~ATTEST:~~

Tammy Bell, City Secretary

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 3 day of February, 2020 by DEBRA DAVISON, as Mayor of the City of Manvel, Texas, on behalf of said City of Manvel.

Notary, State of Texas

NOTARY PUBLIC STATE OF TEXAS

TAMMY BELL
My Notary ID # 124791421
Expires January 13, 2024

First United Methodist Church of Pearland:

By: ______________________________

Name: Reginald Clemons, Executive Pastor

THE STATE OF TEXAS §

COUNTY OF BRAZORIA §

This instrument was acknowledged before me on the 5 day of February, 2021, by Reginald Clemons, as property owner.

(NOTARY SEAL)

JESSICA REVES
Notary Public, State of Texas
Comm. Expires 01-23-2025
Notary ID 129276488

____

Notary, State of Texas

Exhibit A

20-0012

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) Pete Ed Garrett, AIA - Studio Red Architects (on behalf of FUMC Pearland)

Phone: 713-622-5333 e-mail: garrett@studioredarchitects.com

Owner: First United Methodist Church Pearland - Reginald Clemons, Executive Pastor

Owner Address 2314 N. Grand Blvd. City Pearland State TX Zip 77581

Phone. 281-485-1466 e-mail rclemons@fumcpearland.org

Property Information

Site Address 18218 Morris Avenue, Manvel, TX 77578

Legal description (from deed) Refer to attached legal description
(Property must be legally subdivided or be lot of record)

Brazoria County Identification Number: 167411 & 167412

Description of Subdivision Variance Request

Make escrow payments for construction of 1/2 road at south side of property in lieu of providing construction details or building the road; and defer escrow payments until the properties east & south of church property are developed.

Detailed Explanation of Subdivision Variance Request

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

- 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?

The planned road on the south side of church property extends from Iowa Lane to Brazoria Drainage District 4 drainage ditch, where it dead ends. Property to the south of the planned road, also extending from Iowa Lane to the drainage ditch, is owned by a single entity with access to their property from Iowa Lane. The planned dead end road is not necessary.

Exhibit A

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

Funds that the church has for development of the project are intended to be used for building worship and education spaces to support their ministries. Taking out funds for road construction will significantly reduce the money left for the new ministry building & site, which could stop the project.

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.

The requested variance relates to payment of escrow money to build a dead-end road that would serve three property owners, with two having access from Highway 6. There would be no impact to public health, safety or welfare and no injury would be done to other properties if escrow payments for road construction were deferred until those properties are developed.

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.

The planned road dead ends at the drainage ditch. It would only serve three property owners, and two of the properties have access from Highway 6. There would be no impact to the possible orderly subdivision of other land in the area if escrow payments for road construction were deferred until those properties are developed.

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

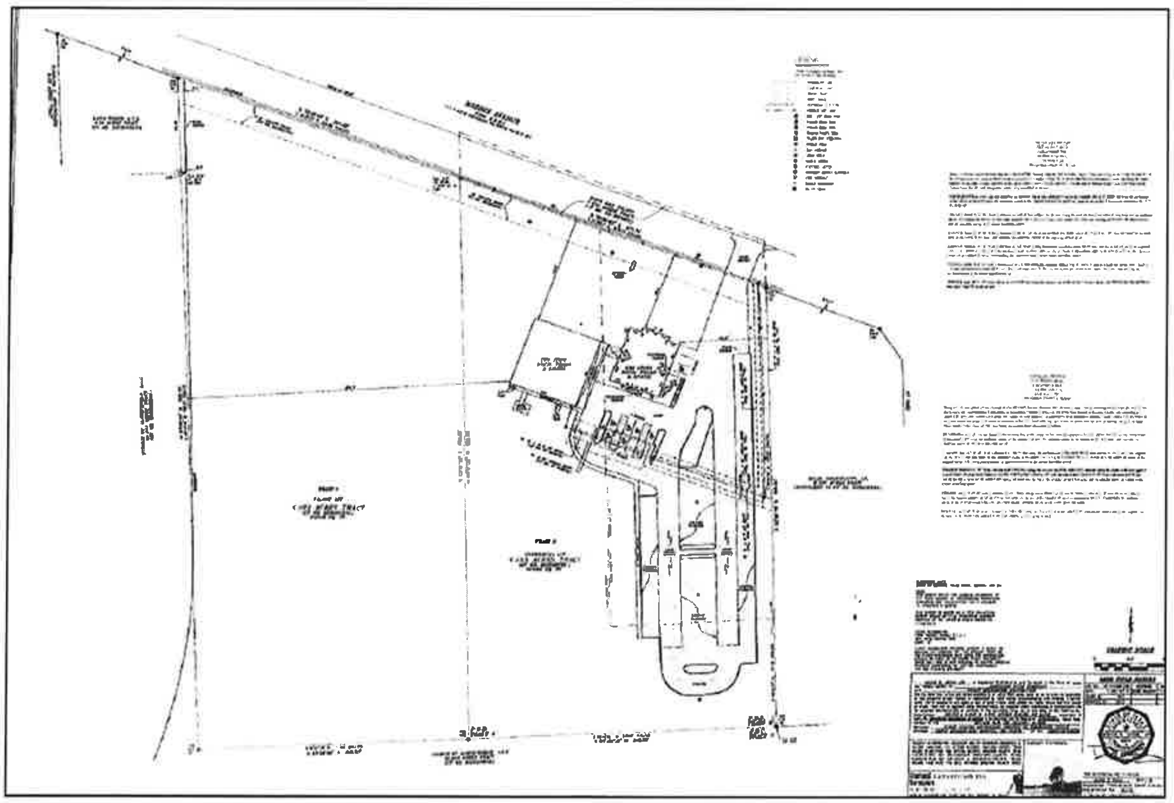
01/06/2020

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.

Exhibit B

Being a 5.022 acre parcel of land situated in the H.T. 7 B.R.R. Survey, Abstract 285, Brazoria County, Texas, and being out of Lots 204 and 227 of the Emigration Land Company Subdivision as recorded in Volume 2, Pages 81-82 of the Map Records of Brazoria County, and being the same property as described in deed recorded in Brazoria County Clerk's File 2016007845, and being a 4.533 acre parcel of land situated in the H.T. & B.R.R. Survey, Abstract 285, Brazoria County, Texas, and being out of Lots 204 and 227 of the Emigration Land Company Subdivision as recorded in Volume 2, Pages 81-82 of the Map Records of Brazoria County, and consisting of a called 2.00 acres and a called 3.024 acres, and being the same property as described in deed recorded in Brazoria County Clerk's File 2015058160



FILED and RECORDED

Instrument Number: 2021008930

Filing and Recording Date: 02/10/2021 08:52:52 AM Pages: 10 Recording Fee: $58.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.

STATE OF TEXAS
COUNTY OF BRAZORIA

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-jessie

Invoice

City of Manvel

20031 Highway 6 . Manvel, Texas . 77578

Date

January 3, 2023

To

First United Methodist Church of Pearland (Redeemer)

Instructions – Development Agreement Dated 2/3/2020

2.02 Conditions. The required conditions are as follows:

(i) Developer shall satisfy the requirement to construct one half of perimeter roadway for the unnamed, unimproved right-of-way by escrowing funds to the city in the amount of construction, based upon the cost of construction estimated by the city engineer at the time of tender of the escrow funds. The escrow funds shall be due to the city at the earlier of:

(a) the fifth anniversary of the date of issuance of the certificate of occupancy for the first church building of the expansion. Interest shall accumulate at the rate of 5.00 percent per year, beginning from the $112,000.00 construction cost at the time of the approval of this variance, up to the maximum total cost of $142,943.54 after five years;

Year	Principal – Interest	Total
CO Issued on 4/14/2022		
Year 1 (4/2022-4/2023)	$112,500 - $5600	$117,600
Year 2 (4/2023-4/2024)	$117,600 - $5880	$123,480
Year 3 (4/2024-4/2025)	$123,400 - $6174	$129,654
Year 4 (4/2025-4/2026)	$129,654 - $6482.70	$136,136.70
Year 5 (4/2026-4/2027)	$136,136.70 - $6,806.84	$142,943.54
	Total Paid:	

City of Manvel

CERTIFICATE OF OCCUPANCY

Permits & Inspections

This certificate is issued pursuant to the requirements of the 2015 International Building Code certifying that at the time of issuance this structure was in compliance with the various ordinances of the City regulating building construction or use for the following:

PERMIT ID # 21-000279

Tenant / Business

Redeemer Church
18218 Hwy 6,
Manvel, TX 77578

Property Owner

Redeemer Church
18218 Hwy 6
Manvel, TX 77578

2017 NAICS Description	**New Worship Center and Classrooms**
2017 NAICS Number	**813110**
Services Offered	**Religious**
Zoning District	**LC**

Approved By

	April 14, 2022
Building Official	Date
	April 14, 2022
Fire Marshal	Date

Project Description: New worship space and classrooms