

**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
October 7, 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

Executive Session

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

Yearly Performance Review for Daniel S Johnson, City Manager

WORKSHOP SESSION CONTINUED

Discussion on any item as listed on the agenda.

Regular Session

Call To Order

Invocation

Inspirational Reading - Councilmember Opliger

Pledge

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

Presentations

Proclamations

Chamber of Commerce Week - October 14, 2024 - October 18, 2024

National Colonial Heritage Month - October 2024

Servant Leadership Award

Karen Kinlaw

Croix Park Task Force Recognition

Paul Sofka

Ellen Naegeli

Leslie Culvert

Brian Wilmer

Larry Akery

Go Native - Lead Consultant

Manvel Market Recognition

Colleen Cicchetto

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.
2. Approve Resolution 2024-R-31;
A RESOLUTION DESIGNATING A REPRESENTATIVE AND ALTERNATE HOUSTON-GALVESTON AREA COUNCIL 2025 GENERAL ASSEMBLY.
3. Acceptance of infrastructure improvements for Booster Pump Upgrades for Brazoria County Municipal Utility District No. 29, Brazoria County, Texas to begin the Two-Year Maintenance Period

4. Acceptance of infrastructure improvements for Water Distribution, Storm Water Facilities, and Paving to serve Cadence Drive Phase 2 for Brazoria County Municipal Utility District No. 57, Brazoria County, Texas, to begin the Two-Year Maintenance Period.
5. Acceptance of infrastructure improvements for Commercial Lake to Serve Valencia for Brazoria County Municipal Utility District No. 83, Brazoria County, Texas to begin the Two-Year Maintenance Period.
6. Acceptance of infrastructure improvements for Lake "B" to Serve Valencia for Brazoria County Municipal Utility District No. 83, Brazoria County, Texas to begin the Two-Year Maintenance Period.

Items Removed from Consent Agenda

Regular Agenda

1. Consideration and possible action to approve the second and final reading of Ordinance 2024-O-37;
AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, REPEALING THE CURRENT CHAPTER 8. *ANIMALS*, AND ADOPTING A NEW CHAPTER 8. *ANIMALS*; ADDING A NEW ARTICLE II. *ANIMAL SELLER PERMIT*; ADDING A NEW ARTICLE III. *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.
2. Consideration and possible action to approve the first of two readings of Ordinance 2024-O-42;
AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 71. "UTILITIES" BY ADOPTING NEW RATES FOR WATER AND SEWER; MAKING OTHER CHANGES TO THE ORDINANCE GOVERNING THE PROVISION OF UTILITIES WITHIN THE CITY OF MANVEL; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.
3. Consideration and possible action to approve the first of two readings of Ordinance 2024-O-43;
AN ORDINANCE AMENDING CHAPTER 44 "OFFENSES AND MISCELLANEOUS PROVISIONS" OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, BY AMENDING ARTICLE VIII. "SEXUAL OFFENDERS" TO REVISE REGULATIONS PERTAINING TO SEXUAL OFFENDERS; 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.
4. Consideration and possible action to approve Resolution 2024-R-29;
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, ADOPTING GUIDELINES AND CRITERIA FOR THE NAMING OF PUBLIC FACILITIES.
5. Consideration and possible action to approve Resolution 2024-R-32;
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL NOMINATING CANDIDATES FOR A POSITION ON THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT.

6. Consideration and possible action to approve requested variances to requirements of the Manvel Town Center Planned Unit Development (PUD), provided in Exhibit E of Ordinance 2017-O-33, Section IV. Project/Plan Description pertaining to:
 - (Section IV (C) (5)) - Minimum parking requirements.
 - (Section IV (C) (8)) - Allowance for open storage; and
 - (Section IV (E) (4) (c)) - Lettering height for wall-mounted signage.
7. Consideration and possible action to approve an Interlocal Agreement for the Use of a Communication Tower between Brazoria County on behalf of the Sheriff's Office and the City of Manvel.
8. Consideration and possible action regarding compensation of the City Manager.

Mayor and Council Comments

Update on current events and city issues.

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

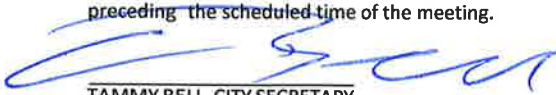
Items of community interest include:

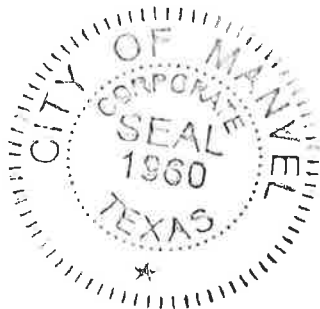
- Expressions of thanks, congratulations, or condolence;
- Information regarding holiday schedules;
- An honorary or salutory recognition of a public official, public employee, or other citizen, except that a discussion regarding a change in the status of a person's public office or public employment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

Adjourn

CERTIFICATION

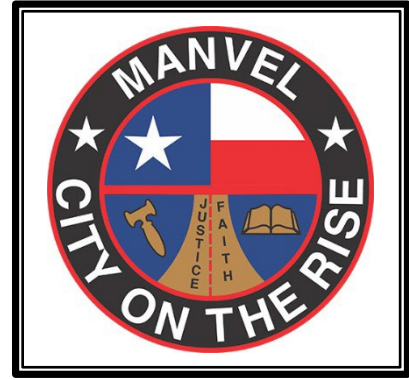
I, Tammy Bell, City Secretary for the City of Manvel, do hereby certify that the foregoing Agenda of the Manvel City Council is true and correct and that I posted such notice on the bulletin board at the Manvel City Hall; a place convenient and readily accessible to the public on October 4, 2024 in accordance 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



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

KEITH BONNER, COUNCIL PLACE 1
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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 9/16/2024

Workshop Session

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

Those in attendance were:

Present: Mayor Dan Davis
City Councilmember Place 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 (Arrived late)
City Councilmember Place 6 Jerome Hudson

Absent: None

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, Director of Public Works
Jose Abraham, Director of Development Services
Elaheh Roohbakhsh, Associate Planner
Chad Dumont, Director of Personnel
Brooke Cyphers, Public Information Officer

Discussion on Permitted Use Table.

Mayor Davis asks the Council if they would be interested in updating the permitted use table.
Jose Abraham suggests that if there is any consideration for this, that it be made as part of the comprehensive plan process.

September 16, 2024 MANVEL CITY COUNCIL MEETING MINUTES

Discussion on any topic as listed on the current agenda.

Council discussed the following agenda items:

Consent Agenda Item #1

Regular Agenda Item #1

Mayor Davis adjourned the workshop at 5:51 p.m.

Regular Session

Call To Order

Mayor Davis called the meeting of the Manvel City Council 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 6 Jerome Hudson
City Councilmember Place 5 Crystal Sarmiento

Absent: None

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, Director of Public Works
Jose Abraham, Director of Development Services
Elaheh Roohbakhsh, Associate Planner
Chad Dumont, Director of Personnel
Brooke Cyphers, Public Information Officer

Invocation

Inspirational Reading - Councilmember Bonner

Pledge

Presentations

Proclamation

Chiari Malformation Awareness Month - September 2024

Breast Cancer Awareness Month - October 2024

World Teachers Day - October 5, 2024

Staff Recognition

Laura Hernandez - 5 years of dedicated service to the City of Manvel

Staff Promotion

Sergeant Guzman

Staff Presentation on Public Hearing Item(s)

Dan Johnson, City Manager, provided the presentation.

Public Hearing

TO HEAR INPUT ON THE 2024 TAX YEAR PROPOSED PROPERTY TAX RATE:

A tax rate of \$0.56 per \$100 valuation has been proposed by the governing body of the City of Manvel.

PROPOSED TAX RATE \$0.56 per \$100

NO-NEW-REVENUE TAX RATE \$0.507231 per \$100

VOTER-APPROVAL TAX RATE \$0.606924 per \$100

The proposed tax rate is not greater than the voter-approval tax rate. As a result, the City of Manvel is not required to hold an election at which voters may accept or reject the proposed tax rate.

Mayor Davis opened the Public Hearing at 6:23 p.m.

1st call for comments -

Tim Black, 5105 Furnace - had questions about what the taxes would be used for.

2nd call for comments - None

3rd call for comments - None

Mayor Davis closed the Public Hearing at 6:24 p.m.

Public Comments: "Comment Card" Required

Four comments submitted in writing were accepted into the record by Mayor Davis.

April Beeler San-Miguel, 5818 Masters Rd - spoke on about the animal ordinance item. Shares that her cat was stolen and neutered before being dropped back off at her property. The trap and release is supposed to be for stray cats. Wants to know who was in charge of doing this.

Julie Bradley, 8102 Scott Ave - still feels that things need to be worked on with the animal ordinance. Does not want the animal limit that is in the ordinance.

Cindy Guire, 8925 Briarcrest - highlighted specific changes she would like addressed in the animal ordinance. She asks the council to table the item and give it more time.

Lorraine Hehn, 37 Terra Bella Dr - also suggests tabling the item, or getting rid of it altogether.

Tim Black - doesn't understand the urgency to get this done. Also suggests tabling it. Concerned with the lighting ordinance.

Cindy Cortinas, 7204 Carpenter Rd - appreciates all the staff's help. Still has some concerns with the ordinance. Shares her passion about the T&R program. Asks for more time to discuss the ordinance.

Madison Everett, 4336 Turnbridge Ct - feels the ordinance is repetitive, unorganized, and conjugated and feels there is a lot missing. Pro T&R. Shares some specific suggested changes.

Shelly Everett, 4332 Turnbridge - Stresses that we need to reduce the amount of homeless animals. Highlights: one spay and neuter, two T&R, three no hobby breeders, four no selling of animals, and five, no dumping of animals.

Adrian Gaspar, 8317 Cook Rd - agrees with restricting the animal count.

City Manager Update

8/1 met with TxDOT on Mississippi Drainage issues Disaster Declaration expires tomorrow 9/17

Scenic Texas will recognize the City at the TML Conference

Robbie Hall, Director of Public Works provided an update on streets - working on Gutierrez and finished Spillane, Lauden and Maywald. Brazoria County is working on Wilson then moving to Charlotte. Hoping to have phase 1 done by Thanksgiving.

Trunk-or-treat Friday October 25th from 5-7 p.m.

Consent Agenda

1. Approve Resolution 2024-R-28;

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS,

September 16, 2024 MANVEL CITY COUNCIL MEETING MINUTES

ADOPTING A SCHEDULE OF FEES, RATES, DEPOSITS, AND OTHER CHARGES FOR ZONING, PLATTING, BUILDING, UTILITIES, AND FIRE SAFETY AND PREVENTION AND OTHER RELATED MATTERS; AND REPEALING ALL RESOLUTIONS IN CONFLICT HERE WITH; AND OTHER RELATED MATTERS.

Mayor Davis made the motion to remove Item #1 from the Consent Agenda. 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

2. Approve the second and final reading of Ordinance 2024-O-36;
AN ORDINANCE AMENDING CHAPTER 44 “OFFENSES AND MISCELLANEOUS PROVISIONS” OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, BY ADOPTING A NEW ARTICLE XI “LIGHT TRESPASS” TO PROVIDE OUTDOOR LIGHTING STANDARDS AND REGULATIONS THAT DECREASE LIGHT POLLUTION WITHIN THE CITY AND PROTECT PROPERTIES FROM LIGHT TRESPASS; 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.
3. Acceptance of the meeting minutes to date.

Councilmember Opliger made the motion to approve the Consent Agenda. Councilmember Hudson 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

Items Removed from Consent Agenda

Consent Agenda Item #1

Approve Resolution 2024-R-28;

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, ADOPTING A SCHEDULE OF FEES, rates, DEPOSITS, AND OTHER CHARGES for ZONING, PLATTING, BUILDING, UTILITIES, AND FIRE SAFETY and PREVENTION AND OTHER RELATED MATTERS; AND REPEALING ALL RESOLUTIONS IN CONFLICT HERE WITH; and other related matters.

Mayor Davis made the motion to approve 2024-R-28 amending section 2 to reflect the fire protection and prevention September 18, 2023, fee schedule. Councilmember Bonner seconded the motion.

The motion carried with a vote: 7/0

Yes: Mayor Dan Davis, City Councilmember Place 1 Keith Bonner, City

September 16, 2024 MANVEL CITY COUNCIL MEETING MINUTES

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

Regular Agenda

1. Consideration and possible action to approve on first reading Ordinance 2024-O-40;
AN ORDINANCE AMENDING ORDINANCE NO. 2023-O-32 AMENDING THE CITY FISCAL YEAR 2024 BUDGET ENDING SEPTEMBER 30, 2024, BY AMENDING THE BUDGET TO RECOGNIZE GENERAL FUND EXPENSES RELATED TO HURICANE BERYL, TO TRANSFER FUNDS FROM THE GENERAL FUND TO CAPITAL FUND FOR PURCHASE OF LAND, AND TO TRANSFER FUNDS FROM ONE DEPARTMENT TO ANOTHER IN THE UTILITY FUND. DIRECTING THE BUDGET OFFICER TO FILE OR CAUSE TO BE FILED A COPY OF THE AMENDED BUDGET WITH THE CITY SECRETARY AND WITH THE OFFICE OF THE BRAZORIA COUNTY CLERK AND PROVIDING THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

Councilmember Hudson made the motion to approve. Councilmember Opliger 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

2. Consideration and possible action to approve on first reading, Ordinance 2024-O-38;
AN ORDINANCE APPROVING AND ADOPTING THE CITY OF MANVEL, TEXAS, OPERATING, CAPITAL IMPROVEMENT PROGRAM, SOUTH MANVEL DEVELOPMENT AUTHORITY (SMDA) AND MEDC BUDGET FOR THE FISCAL YEAR 2025; AND MAKING APPROPRIATIONS FOR THE CITY FOR SUCH YEAR AS REFLECTED IN SAID BUDGET; ESTABLISHING THE PROCEDURE FOR INTRA-BUDGET TRANSFERS; APPROVING ALL PROGRAMS AND EXPENDITURES CONTAINED THEREIN; AUTHORIZING THE CITY MANAGER TO MAKE ANY BUDGETED EXPENDITURE WITHOUT FURTHER ACTION BY THE CITY COUNCIL; AND APPROVING THE REAUTHORIZATION OF MUNICIPAL BUILDING PERMIT FEES; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

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

Mayor Davis took a Roll Call Vote.

The motion carried with a roll call vote of 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

September 16, 2024 MANVEL CITY COUNCIL MEETING MINUTES

No: None
Absent: None
Abstained: None

3. Consideration and possible action to ratify the property tax increase reflected in the 2025 Fiscal Year Budget that was just adopted that raises more property taxes than the Fiscal Year 2024 budget.

Councilmember Bonner made the motion to approve. Councilmember Sarmiento 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

4. Consideration and possible action to approve on first reading, Ordinance 2024-O-39;
AN ORDINANCE PROVIDING FOR THE ASSESSMENT, LEVY, AND COLLECTION OF AD VALOREM TAXES FOR THE CITY OF MANVEL, TEXAS, FOR THE YEAR 2024, AND FOR EACH YEAR THEREAFTER UNTIL OTHERWISE PROVIDED; PROVIDING THE DATE ON WHICH SUCH TAXES SHALL BE DUE AND PAYABLE; PROVIDING FOR PENALTY AND INTEREST ON ALL TAXES NOT TIMELY PAID, AND REPEALING ALL ORDINANCES AND PARTS OF ORDINANCES IN CONFLICT HEREWITH.

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

Mayor Davis took a Roll Call Vote.

The motion carried with a roll call vote of 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

5. Consideration and possible action to remove from the table and 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

September 16, 2024 MANVEL CITY COUNCIL MEETING MINUTES

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)*

Elaheh Roohbakhsh, Associate Planner, provided a staff overview. This item was conditionally approved and forwarded with recommendation to council with conditions.

Representatives with Manvel ER spoke and provided a presentation to Council. They addressed the Council's previous concerns around parking, building location, a TxDOT turn lane, and detention.

Jose Abraham suggested that if the Council approves this SUP, that they add in the additional condition that voids the SUP if there are significant alterations to the site plan that was presented and to add the site plan as an exhibit to the ordinance, as well as the condition of TxDOT approval for the turn lane.

Mayor Davis made the motion to approve. Councilmember Sarmiento 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

6. Consideration and possible action to approve the first of two readings of Ordinance 2024-O-37; AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, REPEALING THE CURRENT CHAPTER 8. *ANIMALS*, AND ADOPTING A NEW CHAPTER 8. *ANIMALS*; ADDING A NEW ARTICLE II. *ANIMAL SELLER PERMIT*; ADDING A NEW ARTICLE III. *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.

Captain McClain provided an overview.

ACO Kristen Bernard spoke about the dangers and pitfalls to the community cat program.

ACO Sherman refutes the comment about the number of animals someone can have. He states that there is not a restriction. He strongly suggests moving forward with the ordinance.

Councilmember Sarmiento is for registration without a fee and for not limiting number of animals.

Councilmember Perry does not want to revert back to the 1997 law. Confirms with ACO Sherman that the number limit of 7 animals that was discussed only pertains to registration for having more than that amount and is not limiting to number. ACO Sherman suggests making the registration free and available online, for convenience.

Chief Traylor iterates that the registration aspect of it is to mitigate the hoarding aspect. He also shares that he does not want the city to be involved in TNR.

Mayor Davis asks that some of the duplicate sentences or other grammatical errors be addressed.

Asks about language for reptiles or other animals besides dogs and cats. Asks about petting zoos.

Councilmember Lands made the motion to approve. 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

September 16, 2024 MANVEL CITY COUNCIL MEETING MINUTES

No: None
Absent: None
Abstained: None

Mayor and Council Comments

Adjourn

Mayor Davis made the motion to adjourn the meeting at 9:53 p.m. Councilmember Lands 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

RESOLUTION NO. 2024-R-31

**A RESOLUTION DESIGNATING A REPRESENTATIVE AND
ALTERNATE HOUSTON-GALVESTON AREA COUNCIL 2025
GENERAL ASSEMBLY**

* * * * *

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

That **Mayor Dan Davis** be, and is hereby designated as it's Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2025.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, is Mayor Pro-Tem **Crystal Sarmiento**.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED, APPROVED, AND RESOLVED this ____ day of _____ 2024.

Dan Davis
Mayor

ATTEST:

Tammy Bell, City Secretary



HOUSTON-GALVESTON AREA COUNCIL

OFFICE OF THE EXECUTIVE DIRECTOR

To: Mayors – Home Rule Cities
Subject: 2025 General Assembly Designations
From: Chuck Wemple
Date: September 19, 2024

The Houston-Galveston Area Council has had an exciting and eventful 2024. We remain dedicated to better serving our member governments. We are working to do this by continuing to bring the conversation to your communities to listen to your needs and determining how we can help improve quality of life across the region. Thus far we have visited all of our regions' counties, and have started the second round of visits.

As we look forward to 2025, we ask that you appoint elected leaders from your governing body to represent your community and be a part of our decision-making progress. H-GAC bylaws allow each member of Home Rule cities to designate an elected official to represent you on the General Assembly and at the Home Rule cities caucus meeting. At the caucus meeting, Home Rule cities from across the region will elect two members to represent all Home Rule cities on the H-GAC Board of Directors, and two members to serve as alternates.

I have attached the nomination form on which you can designate your representatives. Please email the completed form to Vanessa.McKeehan@h-gac.com. If more information concerning General Assembly and Board of Directors membership would be useful, please contact me at 713-993-4514 or Rick Guerrero at 713-993-4598.

A dinner meeting of Home Rule city representatives is scheduled for Thursday, November 7, 2024 starting at 6:00 p.m. It will be at the The Royal Sonesta, 2222 W Loop S, Houston, TX 77027. Your city's designees are highly encouraged to attend and help elect the 2025 Home Rule Cities' representatives to the H-GAC Board of Directors.

Thank you for your continuing participation and support for the Houston-Galveston Area Council. We look forward to working with you in the coming year.

Sincerely,


Charles Wemple (Oct 1, 2024 05:35 CDT)

Chuck Wemple



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: 10/7/2024

TOPIC: Acceptance of infrastructure improvements for Booster Pump Upgrades for Brazoria County Municipal Utility District No. 29, Brazoria County, Texas to begin the Two-Year Maintenance Period.

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

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

ATTACHMENTS: N/A

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER
Robbie Hall

FINANCE DIRECTOR APPROVAL Yes

CITY MANAGER APPROVAL Yes



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE:

TOPIC: Acceptance of infrastructure improvements for Water Distribution, Storm Water Facilities and Paving to serve Cadence Drive Phase 2 for Brazoria County Municipal Utility District No. 57, Brazoria County, Texas to begin the Two-Year Maintenance Period.

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

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

ATTACHMENTS: N/A

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER
Robbie Hall

FINANCE DIRECTOR APPROVAL Yes

CITY MANAGER APPROVAL Yes



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE:

TOPIC: Acceptance of infrastructure improvements for Commercial Lake to Serve Valencia for Brazoria County Municipal Utility District No. 83, Brazoria County, Texas to begin the Two-Year Maintenance Period.

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

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

ATTACHMENTS: N/A

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER
Robbie Hall

FINANCE DIRECTOR APPROVAL Yes

CITY MANAGER APPROVAL Yes



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE:

TOPIC: Acceptance of infrastructure improvements for Lake "B" to Serve Valencia for Brazoria County Municipal Utility District No. 83, Brazoria County, Texas to begin the Two-Year Maintenance Period.

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

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

ATTACHMENTS: N/A

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER
Robbie Hall

FINANCE DIRECTOR APPROVAL Yes

CITY MANAGER APPROVAL Yes



CITY COUNCIL DATA SHEET

MEETING DATE:

**Agenda: Regular
Consent**

TOPIC:

BACKGROUND:

RECOMMENDATION:

ATTACHMENTS:

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER

FINANCE DIRECTOR APPROVAL

CITY MANAGER APPROVAL:

ORDINANCE NO. 2024-O-37

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, REPEALING THE CURRENT CHAPTER 8. *ANIMALS*, AND ADOPTING A NEW CHAPTER 8. *ANIMALS*; ADDING A NEW ARTICLE II. *ANIMAL SELLER PERMIT*; ADDING A NEW ARTICLE III. *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 Department of Public Safety oversees animal control and enforces violations of the City Code concerning animals; and

WHEREAS, based on revisions promulgated by the Manvel Department of Public Safety and input from organizations and individuals, the City of Manvel seeks to update and revise the current City Code provisions governing animals; and

WHEREAS, the City Council deems it in the best interest of the City of Manvel to repeal the current animal control ordinance and adopt a new Chapter 8. *Animals* governing animals within the City; **now, therefore,**

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

Section 1. The current Chapter 8. *Animals* of **The Code of Ordinances of the City of Manvel** is hereby repealed.

Section 2. A new Chapter 8. *Animals* of **The Code of Ordinances of the City of Manvel** is hereby adopted, 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 inclement weather such as rain, hail, sleet, snow, high winds, extreme low temperatures, or extreme high 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.

Affiliate Organization means a public or private animal welfare agency that has entered into a written agreement, or Memorandum of Understanding, with the City of Manvel to accept ownership transfer, care for, fosters, or adopt animals transferred from the Manvel Animal Control upon impound.

Animal means any warm-blooded, living nonhuman mammal, whether domesticated or wild to include stray or feral cats and dogs, as well as wild creatures that have been previously captured, whereas the term does not apply to uncaptured wild living creatures or livestock animals.

Animal Adoption means a formal act of an individual becoming the custodian of an animal after meeting adoption requirements by the Manvel Animal Control or an affiliate organization, whereas transfer of ownership of an animal has been administered.

Animal Foster means an individual who is registered with and has been approved through an applicable processes by the Manvel Animal Control or any other affiliated public or private animal welfare organization, whereas the individual assists in collaboration with and is responsible for providing temporary care, housing, and, if necessary, rehabilitation for an animal impounded by the Manvel Animal Control or affiliated entities.

Animal Holding Facility means any facility used to shelter an animal within the City of Manvel to house or keep animals. This facility may be either a public or private facility.

Animal Shelter means a facility that keeps or legally impounds stray, homeless, abandoned, or unwanted animals.

Caretaker means a person is subject to this chapter as the caretaker of an animal and is presumed to control the animal if the person:

- (1) is the owner or lessee of the yard, pen, pasture, or other place in which the animal is located and has control of that place, or
- (2) exercises care or control over the animal. This section includes any person or persons owning, possessing, harboring, keeping, or sheltering any animal.any individual who owns, is responsible for, keeps, harbors, or possesses an animal that, at any time, commits an action resulting in an Animal Nuisance Violation.

Cat Colony means a group of cats that congregate, more or less, together as a unit regardless of the cat being feral in nature or a community cat.

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, or are herein registered with the Manvel Animal Control or an affiliate public or private animal welfare organization which is Affiliate Organization, and permitted as an animal foster or registered with the Manvel Animal Control as a rescue in order to control hoarding of cats.

Colony Caretaker means an individual who is registered with the Manvel Animal Control and has received a designation of a feral or community cat or a feral or community cat colony as the Custodian and thereby provides care for a cat or colony of cats, and monitors the feral or community cat or a feral or community cat colony

Community Cat means a free-roaming feline cat that may be feral or non-owned, stray, or abandoned, and is cared for by residents in the cat's associated community or area as the cat's Custodian, Caretaker, or Colony Caretaker.

Custodian means a person or agency which feeds, shelters, harbors, owns, has possession or control of, or has the responsibility to control an animal. ~~Whereas the custodian, as defined, becomes the caretaker of an animal.~~

Dangerous Animal, regardless of the individual animal's age or health.

- (1) An animal of a species defined as "dangerous wild animal", Chapter 822 Regulation of Animals, of the Texas Health and Safety Code
- (2) An animal of any other species of wild or feral mammal or reptile that by its nature or breeding is capable of inflicting serious bodily injury to a human.

Dangerous Dog means a dog that makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own, or commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

Electronic Training Collars, also referred to as an e-collar, means any device worn by an animal, typically a dog, that includes an electronic receiver controlled by a person to deliver a stimulus, such as vibration, audible tone, or electrical shock, as a method of behavioral modification, training, or control, and by its delivery methods reinforces commands or discouragement of unwanted or undesired behaviors or actions of the animal.

Fence means an area enclosed by fencing, as regulated by city ordinance, of sufficient height, strength, and construction to prevent an animal from running at large or otherwise causing a nuisance.

Feral Cat means a cat that is not socialized to humans and lives outside in the wild and natural elements, individually or as part of a colony.

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, or any other type of domesticated animal raised for labor and to produce products such as meat, eggs, fur, leather, and wool.

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.

Neuter or Neutering means sterilization by surgical removal of the reproductive organs of a dog or cat or the use of nonsurgical methods and techniques approved by the United States Food and Drug Administration or the United States Department of Agriculture to permanently render the animal unable to reproduce.

Nuisance Animal means an animal that causes:

- (1) Defecation on Property: The animal defecates on any public or private property that is not owned by the animal's caretaker, and the caretaker fails to promptly remove and properly dispose of the animal waste. Proper disposal involves placing the waste in a sealed bag and disposing of it in an appropriate waste receptacle. This section shall not apply to disabled persons using guide dogs or Peace officers while using canines in the discharge of emergency law enforcement activities.
- (2) Damage to Property: The animal causes damage to private or public property that does not belong to the animal's caretaker. This includes, but is not limited to, chewing, digging, scratching, or otherwise defacing or destroying property.
- (3) Excessive Noise: The animal repeatedly barks, yelps, whines, howls, or makes any other loud noise for an extended period, such that it unreasonably disturbs the peace and quiet of other people in the neighborhood. This disturbance must be of a nature that would be considered unreasonable by a typical person residing in the area.
- (4) At Large Nuisance: The animal is documented by Animal Control, a police officer or a member of the public to be running at large three or more times in a 12-month period.

- (5) Nuisance Odor / Pet Waste: The odor, stench, or smell from the accumulation of excessive pet waste from domestic animals that has the strength and continued duration which substantially interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities is hereby declared to be an Animal Nuisance Violation and is hereby prohibited.
- (6) Nuisance Odor / Dead Animal: The failure of the Caretaker of any animal which shall die within the corporate limits of the city to remove or have the carcass of the same removed within 24 hours after the death of the animal.

~~Own means to possess, harbor, keep, give food, water, or shelter, or own any animal, or to permit an animal to remain on premises subject to that person's ownership, custody, possession, or control.~~

Owner means any person who owns, or who has custody or control of a dog as defined herein, an animal.

Properly Fitted means, with respect to a 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.

Qualified Adopter- An individual that is registered with and has met approval through a City approved application process to take custody of and maintain ownership for an impounded animal upon expiration of the mandatory stray hold period or has registered with a City approved affiliate organization, whereas the registration is filed and retained with the Manvel Animal Control authority.

Restraint means a tether, length of rope, leash, cable, lead or other material used to control an animal so that the animal may not roam at will, or run at large.

Rescue Organization means an organization that is:

- (1) described in Section 501(c)(3) of the Internal Revenue Code and exempt from taxation under Section 501(a) of that Code; and that is also;
- (2) an animal rescue organization, animal adoption organization, or organization formed for the prevention of cruelty to animals that has entered or enters a rescue partner agreement with the City of Manvel and remains in compliance with the agreement; and
- (3) that does not have an officer, board member, staff member or volunteer who has a case pending or has been convicted of a criminal offense having as its primary effect the prevention or punishment of animal neglect or animal cruelty or dog fighting with such

disqualification as a rescue organization continuing until such time as that officer, board member, staff member or volunteer is no longer associated with the organization.

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.

- (1) 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 or caretaker. 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.
- (2) 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.

Trap, Neuter, and Return (TNR) means a program ~~means a program~~ used to humanely manage and reduce the feral and community cat population, by trapping, sterilizing by spay or neutering, and returning the cat, in accordance with HB 3660 (Texas Penal Code, § 42.092(a)), and this ordinance.

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 any animal that has, without provocation bitten, attacked, threatened, or otherwise caused significant physical injury to a person or other animal. An animal that attacks as a result of trespass onto its owner's property or by provocation shall not be deemed a vicious 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 vicious animal.

Sec. 8-2.- Findings of Fact.

The city council finds that any individual who keeps, harbors, or possesses an animal that defecates on property not owned by them without properly removing the waste, causes damage to property not owned by them, is definitively documented to have been allowed to run loose three or more times in a twelve month period or creates excessive noise that unreasonably disturbs the neighborhood, allows an offensive odor from not removing excessive pet waste or properly disposing of a domestic dead animal within 24 hours have been found to have committed an animal nuisance violation. Such violations may endanger the health and safety of the city's residents, disturb the peace, impair the use and enjoyment of public and private property, and negatively impact the value and marketability of both public and private properties.

Sec. 8-3.- Nuisance Animals.

A caretaker shall be found to have committed an Animal Nuisance violation when any of the following conditions occur with respect to an animal in their care or control. In each case, it is the responsibility of the animal's caretaker to maintain control and prevent these behaviors and mitigate any disturbances or damages caused by the animal. Failure to do so will result in a violation of the Animal Nuisance ordinance in which the caretaker will be held accountable for the actions of any animal in their care or control.

- (1) Defecation on Property: An animal in the care or control of a Caretaker defecates on public or private property that does not belong to the animal's caretaker, and the caretaker fails to promptly remove and properly dispose of the waste. The waste must be placed in a sealed bag and discarded in an appropriate waste receptacle.
- (2) Damage to Property: An animal in the care or control of a Caretaker causes damage to private or public property that is not owned by the animal's caretaker. This includes any form of destruction or defacement, such as chewing, digging, scratching, or breaking objects.
- (3) Excessive Noise: An animal in the care or control of a Caretaker makes excessive noise by repeatedly barking, yelping, whining, howling, or producing other loud sounds for prolonged periods. This noise must be significant enough to unreasonably disturb the peace and quiet of other people in the neighborhood, based on the judgment of an average person living in the area.
- (4) At Large Nuisance: An animal in the care or control of a Caretaker is documented with definitive evidence by Animal Control, a police officer, or a member of the public to be running at large three or more times in a 12-month period.
- (5) The following ~~things~~ are declared to be offensive odors and odor nuisances in violation of this subchapter and therefore prohibited to be allowed by the owner or caretaker of a domestic animal:
 - (a) Nuisance Odor/ Pet Waste: The odor, stench, or smell from the accumulation of excessive pet waste from domestic animals not removed by its Caretaker that

strength and continued duration which interferes with the comfortable enjoyment of private homes by persons of ordinary sensibilities.

- (b) Nuisance Odor/ Dead animals: The failure of the caretaker of any animal which shall die within the corporate limits of the city to remove or dispose of the carcass of the same removed within 24 hours after the death of the animal.

Sec. 8-4.- Prohibition of Nuisances.

- (1) No person shall commit a nuisance as declared in this chapter.
- (2) No person shall permit any animal owned by that person to be a nuisance as declared in this chapter.

Sec. 8-5.- Proper Care of Animals.

Proper care of animals refers to the legal obligation of an animal owner, custodian, or caretaker to provide for the health, well-being, and humane treatment of animals under their care. This includes, but is not limited to, the following provisions:

- (1) An animal's owner shall keep the animal in a clean, sanitary, and healthy condition.
- (2) An animal's owner or handler shall provide for the animal:
 - (a) regular and adequate amounts of nutritious food that is appropriate for the species and that maintains the animal in good health;
 - (b) constant and adequate supply of clean, fresh, potable water that keeps the animal hydrated for environmental conditions; and
 - (c) care and medical treatment for injuries, parasites, and diseases that is sufficient to maintain the animal in good health and minimize suffering.
- (3) An animal's owner shall provide the animal with shelter that:
 - (a) is large enough for the animal to enter, stand, turn around, and lie down in a natural manner;
 - (b) keeps the animal dry;
 - (c) provides the animal with natural or artificial shade from direct sunlight;
 - (d) protects the animal from excessive heat and cold and other adverse weather conditions; and
 - (e) is adequately ventilated.

- (4) An animal's owner may not confine the animal to the extent that it is forced to stand, sit, or lie in its own excrement.
- (5) An animal's owner shall regularly maintain the animal and its shelter to prevent odor or a health or sanitation problem.
- (6) An animal's owner shall provide the animal with exercise space that is large enough to prevent injury and keep the animal in good condition.
- (7) It is an affirmative defense to prosecution under this section that the animal's treatment was as directed by a licensed veterinarian.

Sec. 8-6.- Menacing or Vicious Animals.

An officer enforcing this chapter shall treat an animal as a menacing or 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 other animals 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.

- (1) 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.
- (2) 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:
 - (a) The owner is known to the officer;
 - (b) The owner is available to receive such notice; and

- (c) 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.
- (3) The officer may immediately confine, impound, or destroy the animal without first notifying the owner as provided in ~~subsection (b) of~~ this section if:
- (a) The owner is not known to the officer;
- (b) The owner is not available to receive such notice; or
- (c) The officer believes, in his discretion, that such action is reasonably necessary to protect the safety or property of any person.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) Upon impounding an animal, an officer enforcing this chapter shall:
- (a) Notify the owner of the animal of such impoundment; and
- (b) 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.
- (8) 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.
- (9) 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, qualified adopter, shelter or rescue group as provided in ~~subsection (j) of~~ this section or shall be destroyed.

- (10) In lieu of destruction, an officer enforcing this chapter, may in his sole discretion release the animal to a person who:
- (a) Agrees to keep the animal in compliance with all laws;
 - (b) Is in compliance with this Ordinance;
 - (c) 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
 - (d) Pays all fees required by this chapter.
- (11) There is hereby levied upon any person to whom an impounded animal is released:
- (a) A fixed pound fee in the amount set by the most recent fee schedule resolution adopted by city council;
 - (b) 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
 - (c) 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.
- (12) All fees shall be received by the City of Manvel. Any person receiving fees paid for impoundment of an animal shall deliver the same to the city 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.
- (13) 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.

- (1) Any dog or cat older than 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.

- (2) No person shall keep, harbor, or possess a dog or cat older than four months of age without a valid, current rabies vaccination and the city collar tag worn on a collar by the animal.
- (3) No person shall fail to keep accurate records of the rabies vaccinations of any dog or cat older than 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.
- (4) 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.
- (5) No person shall fail to keep accurate records of the rabies vaccinations of any dog or cat over 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.

- (1) The owner of a dog or cat older than four months of age shall have the animal registered through the Manvel Department of Public Safety, 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) A current certificate of rabies vaccine;
 - (b) The address, name of owner and telephone number of the owner; and
 - (c) A description of the animal.
- (2) *Microchip requirements.* It 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 to have the animal microchipped by a veterinarian of the owner's choice. The owner can complete a form available from the City of Manvel Department of Public Safety providing necessary owner and pet information. The owner 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 a designated adoption agency should be microchipped unless such procedure is determined by a licensed veterinarian to be averse to the animal's health.
- (3) Microchip registration of all canines, felines, or ferrets within the city should be updated by the owner, when applicable, within thirty (30) days of any change in owner information.
- (4) Exemptions – The microchipping provisions of this section shall not apply to the following:
 - (a) Canine and feline animals under the age of four (4) months if kept within an enclosure.
 - (b) Canine and Feline animals brought to the city exclusively for the purpose of entering in any “dog or cat” show or exhibition.

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

(5) Upon registration of the animal the owner shall acknowledge if they are a registered rescue or foster for a legally recognized 501(c)(3), or other animal rescue organization to exclude any current or future foster animals from registration.

Sec. 8-10.- State Law; Animal Control Authority.

(1) The provisions of Subchapter D, Chapter 822 of the Texas Health and Safety Code, as amended, are incorporated into this article, and a violation of any provision of Subchapter D, Chapter 822 of the Texas Health and Safety Code, as amended, is an offense under this article.

(2) The Director shall serve as the animal control authority for the city for purposes of administering and enforcing this article and Subchapter D, Chapter 822 of the Texas Health and Safety Code, as amended.

(3) Seizure, impoundment, and humane destruction of a dog that has caused death or serious bodily injury to a person is governed by Subchapter A, Chapter 822 of the Texas Health and Safety Code, as amended.

(4) If there is any conflict between this Chapter and Chapter 822 of the Texas Health and Safety Code, as amended, Chapter 822 of the Texas Health and Safety Code, as amended, shall control.

Sec. 8-11.- Dangerous Dog.

(1) Except where a term is otherwise defined in this section, the definitions contained in Subchapter D, Chapter 822 of the Texas Health and Safety Code, as amended, are incorporated into this article by reference.

(2) In this article:

(a) *Bodily Injury* means physical pain, illness, or any impairment of physical condition.

(b) *Dangerous Dog* means a dog that:

(i) makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own; or

(ii) commits unprovoked acts in a place other than an enclosure in which the dog was being kept and that was reasonably certain to prevent the dog from leaving the enclosure on its own, and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

- (c) Serious Bodily Injury means an injury characterized by severe bite wounds or severe ripping and tearing of muscle that would cause a reasonably prudent person to seek treatment from a medical professional and would require hospitalization without regard to whether the person actually sought medical treatment.
- (d) Unprovoked means an action by a dog that is not:
 - (i) in response to being tormented, abused, or assaulted by any person;
 - (ii) in response to pain or injury;
 - (iii) in protection of itself or its food, kennel, immediate territory, or nursing offspring;
 - or
 - (iv) in response to an assault or attempted assault on a person.
- (e) Director shall refer to the Director of Public Safety who is charged with overseeing the Animal Control Division

Sec. 8-12.- Determination as a Dangerous Dog.

In addition to the provisions of Section 822.0421 of the Texas Health and Safety Code, as amended:

- (1) At the conclusion of the investigation authorized by Section 822.0421 of the Texas Health and Safety Code, as amended, the director shall:
 - (a) determine that the dog is not dangerous and, if the dog is impounded, may waive any impoundment fees incurred and release the dog to its owner; or
 - (b) determine that the dog is dangerous and order the owner to comply with the requirements for ownership of a dangerous dog set forth in Section 8-7.5 of this article and in Subchapter D, Chapter 822 of the Texas Health, and Safety Code, as amended, and, if the dog is impounded, release the dog to its owner after compliance with all applicable requirements ~~of Subsection (c)~~ of this section.
- (2) If a dog is determined to be dangerous, the Director shall notify the dog owner, either in person or by certified mail, return receipt requested:
 - (a) that the dog has been determined to be a dangerous dog;
 - (b) what the owner must do to comply with requirements for ownership of a dangerous dog and to reclaim the dog, if impounded; and
 - (c) that the owner has the right to appeal the determination of dangerousness.
- (3) An impounded dog determined by the director to be dangerous must remain impounded, or confined at a location approved by the director, and may not be released to the owner until the owner pays all fees incurred for impoundment of the dog and complies with all requirements for ownership of a dangerous dog set forth in this article and Subchapter D, Chapter 822 of the Texas Health and Safety Code, as amended.

- (4) If the owner of an impounded dog has not complied with ~~Subsection (c)~~with this section within 15 days after a final determination is made that an impounded dog is dangerous, the dog will become the sole property of the city and is subject to disposition as the director deems appropriate.

Sec. 8-13.- Appeal of Director's Determination of a Dangerous Dog.

- (1) If the director determines that a dog is dangerous, that decision is final unless the dog owner files a written appeal with the municipal, justice, or county court within 15 days after receiving notice that the dog has been determined to be dangerous. The appeal is a de novo hearing and is a civil proceeding for the purpose of affirming or reversing the director's determination of dangerousness. If the municipal court affirms the director's determination of dangerousness, the court shall order that the dog owner comply with the ownership requirements set forth in Section 8.7.5 of this article.
- (2) The dog owner filing an appeal of a municipal court's affirmation of the Director's determination shall also file an appeal bond in an amount determined as the estimated costs to board and impound the dog during the appeal process. The bond must be filed with the court if the dog is impounded in the city's animal shelter or another director-approved facility. The bond must be used to cover the cost of daily care of the dog. Should the judge or jury determine the dog is not dangerous, the appeal bond may be returned if the amount has not been assessed as costs of daily care.
- (3) In addition to the appeal bond, the dog owner is responsible for any costs beyond feeding, including but not limited to: veterinary care, immunizations, medications, and care for other animals or employees injured by the animal.

Sec. 8-14.- Requirements for Ownership of a Dangerous Dog; Non-Compliance Hearing.

- (1) Have an unsterilized dangerous dog spayed or neutered;
- (2) Register the dangerous dog with Manvel Animal Control
- (3) Restrain the dangerous dog at all times on a leash in the immediate control of a person or in a secure enclosure;
- (4) When taken outside the enclosure, securely muzzle the dangerous dog in a manner that will not cause injury to the dog nor interfere with its vision or respiration. The muzzle must prevent the dangerous dog from biting any person or animal;
- (5) Obtain liability insurance coverage or show financial responsibility in the amount of at least \$100,000 to cover damages resulting from an attack by the dangerous dog causing bodily injury to a person and provide proof of the required liability insurance coverage or financial responsibility to the Director;

- (6) Place and maintain on the dangerous dog a collar or harness with a current dangerous dog registration tag securely attached to it;
- (7) Have the dangerous dog injected with a microchip implant and registered with a national registry for dogs; and
- (8) Post a legible sign at the entrance to the enclosure in which the dangerous dog is confined stating "BEWARE DANGEROUS DOG."
- (a) The owner of a dangerous dog shall renew registration of the dangerous dog with the Director annually and pay an annual dangerous dog registration fee of \$50.
- (b) The owner of a dangerous dog who does not comply with ~~Subsection (a)~~this section shall deliver the dog to the Director not later than the 15th day after learning that the animal is dangerous.
- (c) Upon receipt of a sworn, written complaint by any person that the owner of a previously determined dangerous dog has failed to comply with ~~Subsection (a)~~of this section, the municipal court shall conduct a hearing to determine whether the owner is in compliance with ~~Subsection~~this section.
- (d). The hearing must be conducted within 30 days after receipt of the complaint, but, if the dog is already impounded, not later than 10 days after the date on which the dog was seized or delivered. The municipal court shall provide by mail, written notice of the date, time, and location of the hearing to the dog owner and to the complainant. Any interested party may present evidence at the hearing.
- (9) At the conclusion of the hearing, the municipal court shall:
- (a) find that the owner of a dangerous dog is in compliance with ~~Subsection (a)~~of this section and, if the dog is impounded, order the director to waive any impoundment fees incurred and release the dog to its owner; or
- (b) find that the owner of a dangerous dog is not in compliance with ~~Subsection (a)~~of this section and order the director to seize and impound the dog (if the dog is not already impounded) and to:
- (c) humanely destroy the dog if the director determines that the owner has not complied with ~~Subsection (a)~~of this section by the 11th day after the date the municipal court issues an order under this ~~subsection~~section or the dog is seized and impounded, whichever occurs later, or release the dog to the owner if the director determines that the owner has complied with ~~Subsection (a)~~this section before the 11th day;

(10) Humanely destroy the dog if:

- (a) the director determines that the owner has not complied with ~~Subsection (a) of~~ this section by the 11th day after the date the municipal court issues an order under this ~~subsection~~ section or the dog is seized and impounded, whichever occurs later;
- (b) the owner of the dog cannot be located before the 11th day after the date the municipal court issues an order under this ~~subsection-section~~ or the dog is seized and impounded, whichever occurs later; or
- (c) the dog was previously determined dangerous was at large.

(11) Prior to transferring ownership, either inside or outside the city limits, the owner shall notify the Director in writing of his intention. In addition to written notification if ownership of the dangerous dog is being transferred to a person who resides within the city limits, the new owner must provide proof to the director of complying with ~~Subsection (a)~~this section before the dangerous dog can be moved from the previous owner's custody. A person commits an offense if he transfers ownership without complying with the requirements of this ~~subsection~~section.

(12) The owner of the dangerous dog is responsible for all costs of seizure, acceptance, and impoundment, and all costs must be paid before the dog will be released to the owner.

Sec. 8-15.- Violations.

(1) An owner violates this division if:

- (a) After being deemed a Nuisance Animal or Dangerous Dog, while not on its owner's property, the animal injures or kills another domestic animal; or
- (b) An animal that has not been deemed a Nuisance Animal or Dangerous Dog, 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.
- (c) The owner does not follow the court's orders.

(2) If the Nuisance Animal or Dangerous Dog 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.

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

Sec. 8-16.- Dangerous Dogs – Disposition.

- (1) If it is determined by the Director that any dog is a dangerous 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.
- (2) If the Director 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.
- (3) For cases arising under this ~~subsection (b)~~section, the Animal Control Officer shall notify the dog's owner that the dog has been determined to be a dangerous 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.
- (4) The Animal Control Officer shall notify the owner of the dangerous 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. 8-17.- Determination of Dangerous Dog.

- (1) In determining whether or not a dog is dangerous, the Director shall be guided by the following:

 - (a) Whether or not the dog has bitten any person at any time other than the occasion which is currently being investigated;
 - (b) The circumstances surrounding the occasion indicating the temper or ferocity of the dog;
 - (c) The reputation of the dog in the community with regard to its temper or ferocity; and
 - (d) Its general menace to the public;
 - (e) An evaluation of the animal through a certified Animal Behavioral Specialist.
- (2) This section shall be operative even though the dog in question has been vaccinated as required by this chapter.
- (3) This section shall not apply to a dog guarding property against trespassers.

Sec. 8-18.- Animal Bite or Scratch; Report Confinement, Observation, and Destruction of Animal.

- (1) 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.
- (2) The report must include:
 - (a) The name and address of the victim and of the animal's owner, if known; and
 - (b) Any other information that may help in locating the victim or animal.
- (3) The Animal Control Officer shall investigate a report filed under this section.
- (4) 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 an affiliate organization 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.
 - (a) 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.
 - (b) 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 an affiliate organization. The owner or owners of such animal shall be responsible for any actual expenses incurred for treatment, veterinary fee and lodging fees.
- (5) If any animal dies while under observation, the head will be sent to the Texas Department of Health Rabies Lab.
- (6) 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.8-19.- Destruction of Rabid Animals.

The Director of Public Safety, the Chief of Police, any Animal Control Officer, or any police officer of this city shall have the right to destroy any animal suspected of being rabid within the city limits.

Sec. 8-20.- Registration Fee.

The owner of a dog or cat older than four months of age should have the animal registered through the City of Manvel Department of Public Safety, 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.

Sec. 8-21.- ~~Restrictions on Unsterilized Dogs and Cats~~Reserved.

~~(1) An owner of a dog or cat commits an offense if the animal is not spayed or neutered.~~

~~(2) It is a defense to prosecution under Subsection (a) this section that:~~

- ~~(a) the animal is under six (6) months of age;~~
- ~~(b) a licensed veterinarian certifies that the dog or cat should not be spayed or neutered for health reasons or is permanently non-fertile;~~
- ~~(c) the animal is being held for sale by a retail pet store, individual breeder with a valid Animal Seller Permit, or for adoption by animal services or an animal welfare organization;~~
- ~~(d) the animal is a competition cat or competition dog; or~~

Sec. 8-22.- Enforcement.

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

Sec. 8-23.- Penalty.

Any person who intentionally, knowingly, recklessly, or with criminal negligence 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. 8-24.- Animal shelter advisory committee.

- (1) There is hereby established an animal shelter advisory committee.
- (2) 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.
- (3) The members shall be appointed by the city council and shall serve two-year terms.
- (4) 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.
- (5) The committee shall meet at least three times a year.
- (6) 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.
- (7) 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:
 - (a) 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 Chapter 823;
 - (b) Make recommendations to the city council and city manager on animal shelter standards and operations within the city;
 - (c) With proper authorization from the city council, seek grants and sponsorships for animal shelter operations and activities from public and private sources and donors;
 - (d) Review the safety records of animal shelter operations based on safety inspections and reports;
 - (e) Perform any other duties or tasks as may be assigned by the city council.

Sec. 8-25.- Chaining and tethering prohibitions.

Staking, tying or tethering:

- (1) An owner may not leave a dog outside and unattended by use of a restraint unless the owner provides the dog access to:
 - (a) Adequate shelter;

- (b) An area that allows the dog to avoid standing water;
- (c) Shade from direct sunlight; and
- (d) Potable water.
- (2) An owner may not restrain a dog outside and unattended by use of a restraint that:
 - (a) Is a chain;
 - (b) Has weights attached;
 - (c) Is shorter in length than the greater of:
 - i. 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. Ten feet;
 - (d) Is not attached to a properly fitted collar or harness; or
 - (e) Causes pain or injury to the dog.
- (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. 8-26.- Exceptions.

- (1) It is an exception to the application to this section that:
 - (a) 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;
 - (b) 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;
 - (c) 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;
 - (d) 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;
 - (e) 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.

(f) The owner uses a restraint on the dog while the owner and dog are engaged in, or actively training for, hunting or field trialing.

(2) Section 8-25 does not apply to a restraint attached to a trolley system that allows a dog to move along a running line for a distance equal to or greater than the lengths specified under that subdivision.

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

Sec. 8-27.- Running at Large Prohibited.

(1) An owner of an animal shall ensure that such animal does not run at large in violation of this chapter.

(2) 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.

(3) The provisions of this section shall not apply if:

(a) The animal is under physical restraint by the owner;

(b) The animal is participating in obedience training or competition, dog shows, field trials or performing acts such as herding under the control and supervision of an owner.

(c) 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.

(4) 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.

Secs. 8-28 thru 8-39 Reserved

ARTICLE II. - ANIMAL SELLER PERMIT

Sec. 8-40.- Permit Required.

- (1) Any person engaged in the sale of a domesticated animal(s), shall first obtain a seller permit from the city Animal Control Department and shall meet all requirements for such permit.
 - (a) Applicant must provide proof of rabies inoculation as required by this chapter.
 - (b) No more than one prior permit granted to household in prior twelve (12) months.
- (2) The fee for a seller permit shall be as stated in the City of Manvel fee schedule resolution.
- (3) Seller permit does not apply to kennel/cattery and is limited to one (1) animal or litter.
- (4) Prohibition on Roadside Animal Sales:
 - (a) The sale, solicitation, or offer for sale of any domesticated animal(s) along any public roadway, highway, right-of-way, or other similar location within the municipal boundaries of the City of Manvel is hereby expressly prohibited.
 - (b) Any individual or entity found to be in violation of this provision shall be subject to immediate revocation of the applicable seller permit. Furthermore, violators may be liable for fines, penalties, and other enforcement actions as prescribed by the ordinances of the City of Manvel and applicable law.

Sec. 8-41.- Animal Rescue - ~~Foster Permitting and Licensing~~Registration.

- (1) Any individual registered as a foster for or operating as a 501(c)(3) recognized animal rescue affiliate organization within the city of Manvel who rescues or owns a combination of seven (7) or more dogs and cats at any one time on less than one (1) acre of land and within fifty (50) feet of another residence or business, must apply for and obtain an Animal Rescue ~~Permit~~registration.
- (2) In order to obtain an Animal Rescue ~~Permit~~Registration, any dogs owned by the party seeking the ~~permit~~-registration must be registered with the city.
- (3) Any individual or organization applying for an Animal Rescue – ~~Foster Registration Permit~~ must ensure that all animals owned, rescued, or fostered on their property comply with the guidelines outlined in Section 8-5. Proper Care of Animals.
- (4) Accurate and complete records of all animals shall be maintained by the animal rescuer - ~~foster~~ on forms which will be made available to the city's animal control for inspection upon request.

- (5) Administration of the animal rescue - foster program shall be the responsibility of the animal control official, who shall have the authority to issue and revoke animal rescue permits.

The purpose of this Section is to regulate and mitigate the hoarding of animals within the jurisdictional boundaries of the City of Manvel, with the intent to safeguard the health, safety, and general welfare of the animals and the public. This Section establishes clear and enforceable standards for individuals and entities involved in animal rescue and fostering activities, aimed at preventing overcrowding, neglect, and the unsanitary conditions typically associated with animal hoarding. The provisions herein ensure that animals are afforded appropriate care, adequate space, and requisite veterinary attention, necessary oversight to be proactive in preventing or addressing violations caused by the inability of custodians that are unable to properly care for (as defined in Sec. 8-5 Proper Care of Animals.) while granting animal control authorities the necessary oversight to manage the number of animals maintained on any given property.

- (a) Any individual or entity registered as a foster caregiver or operating as a 501(c)(3) tax-exempt animal rescue affiliate organization within the City of Manvel, who harbors, rescues, or maintains seven (7) or more dogs, cats, or any combination thereof at any time on a parcel of land comprising less than one (1) acre and situated within fifty (50) feet of any neighboring residence or business, shall be required to apply for and obtain an Animal Rescue Permit from the City of Manvel Animal Control Department. Additionally, any person engaged in the rescue of animals without formal affiliation with a recognized animal rescue organization shall likewise be required to obtain such a permit and fulfill all criteria for a qualified adopter as defined by the ordinance.
- (b) As a condition precedent to the issuance of an Animal Rescue Permit, any dogs owned by the applicant must be duly registered with the City of Manvel. Moreover, any personal dogs or cats, not intended for adoption, fostering, or sale, shall be current on all vaccinations required by applicable state law, including, but not limited to, rabies, DAPP (Distemper/Adenovirus/Parvo/Parainfluenza), Bordetella for dogs, FVRCCP for cats, and FIV/FelV/HW vaccines for felines, in accordance with the requirements set forth in this ordinance.
- (c) All personal dogs and rescued cats that are four (4) months of age or older shall be spayed or neutered unless a licensed veterinarian provides a written certification attesting to a medical condition that contraindicates such procedure. In any event, any rescued animal must be spayed or neutered within thirty (30) days of its transfer to the qualified adopter as defined by law.
- (d) The applicant for an Animal Rescue Permit shall ensure that all animals residing on the premises, whether owned, rescued, or fostered, comply with the provisions set forth in Section 8 of this ordinance, governing the proper care of animals.

- (e) ~~The permit holder shall maintain accurate and complete records of all animals housed on the premises, including, but not limited to, documentation of ownership, adoption, rescue status, and veterinary care. These records shall be maintained on forms prescribed by the Manvel Animal Control and shall be made available for inspection by the Manvel Animal Control upon request.~~
- (f) ~~The administration and enforcement of the animal rescue program shall fall under the purview of the City of Manvel, Department of Public Safety, by way of the Manvel Animal Control, whose designated officials shall have the authority to issue, deny, suspend, or revoke Animal Rescue Permits as they deem necessary and appropriate in accordance with the provisions of this ordinance.~~

[KT1]

Secs. 8-42—8-5958. Reserved.

ARTICLE III. - PETTING ZOO REQUIREMENTS.

8-59 Definitions

Mobile Petting Zoo or commonly called Children's Zoo – for the purposes of this chapter Mobile Petting Zoo or Children's Zoo is referred as a petting zoo which is designed to provide relatively placid, herbivorous domesticated animals, such as sheep, goats, pigs rabbits or ponies, to feed and interact physically with safety. Petting zoos feature a combination of domesticated animals and some wild species that are docile enough to touch and feed.

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 of Manvel Department of Public Safety 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:

- (1) 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) No animal which is sick, injured, in heat or pregnant shall be allowed in the zoo.
- (7) 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."

- (8) 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:

- (1) Submission of the completed paperwork to the animal control department.
- (2) 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.
- (3) 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.
- (4) 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) calendar days of the revocation to review the revocation of the permit. No petting zoo may operate within the city limits without a valid permit.

Sec 8-66.- Trap, Neuter, Return (TNR) ~~Authority.~~

Participation in TNR, as allowed by State Law, is available to any resident, organization, or colony caretaker found to be the custodian or caretaker of a feral or community cat or a feral or community cat colony.; that is registered with the Manvel Animal Control in order to document and manage a feral or community cat or a feral or community cat colony. This section also applies to canines.

Section 3. Repealed. All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. Severability. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. 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



CITY COUNCIL DATA SHEET

MEETING DATE: October 07, 2024

Regular Agenda

TOPIC:

Utility Rate Increase Ordinance

BACKGROUND:

Staff is requesting that the Council approve the Utility rate increase of 6.30%, according to the study conducted by Freese & Nichols in 2022. The increase is necessary to keep up with the increase in population and businesses coming to Manvel. It would provide funds for the growth of infrastructure, water and sewer line connections, and additional employees needed to provide top-notch service for our residents.

Rates will be increased as follows:

Residential Water Base	\$32.59	to	\$34.65
Additional Volume	\$3.34	to	\$3.79
Residential Wastewater Base	\$39.11	to	\$41.58
Additional Volume	\$3.34	to	\$3.79

Commercial Water Base	\$39.11	to	\$41.58
Additional Volume	\$3.34	to	\$3.79
Commercial Wastewater	\$45.63	to	\$48.51
Additional Volume	\$3.34	to	\$3.79

RECOMMENDATION:

Staff recommends approval of Ordinance.

ATTACHMENTS: Freese & Nichols Study on Ordinance Rates

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER
Rosa Donaire

FINANCE DIRECTOR APPROVAL ☒

CITY MANAGER APPROVAL: ☒

ORDINANCE NO. 2024-O-42

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, CHAPTER 71. “UTILITIES” BY ADOPTING NEW RATES FOR WATER AND SEWER; MAKING OTHER CHANGES TO THE ORDINANCE GOVERNING THE PROVISION OF UTILITIES WITHIN THE CITY OF MANVEL; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, pursuant to **Texas Water Code** § 13.042, the governing body of each municipality has exclusive original jurisdiction over all water and sewer utility rates, operations, and services provided by a water and sewer utility within its corporate limits;

WHEREAS, pursuant to **Tex. Loc. Gov’t Code** § 552.001(b), a municipality is permitted to operate and regulate a utility system “in a manner that protects the interests of the municipality”;

WHEREAS, the City Council of the City of Manvel seeks to exercise its exclusive original jurisdiction over water and sewer utility rates and operations and adopt new rates and provisions governing the provision of utilities by the City of Manvel; and

WHEREAS, the City Council commissioned Freese and Nichols to prepare a Water and Wastewater Rate Study to report on water and sewer rates and utility operations; and

WHEREAS, the City Council has reviewed all necessary data to make a reasonable determination of rate base, expenses, investment, and rate of return within the municipal boundaries, including the Water and Wastewater Rate Study by Freese and Nichols; and

WHEREAS, the City Council deems the new rates to be fair, just, and reasonable; and

WHEREAS, the revisions to the city’s utility ordinance are deemed to be in the best interest of the City of Manvel; NOW THEREFORE,

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

Section 1. The Code of Ordinances of the City of Manvel, Texas is hereby amended

by amending Chapter 71. “Utilities”, to read and provide as follows:

“Chapter 71 UTILITIES

ARTICLE I. IN GENERAL

Sec. 71-4. Water rates.

(a) *Monthly rates.*

- (1) *Single-family residential users.* Single-family residential users shall be charged monthly for water as follows:

First 2,000 gallons	[\$32.59] <u>\$34.65</u> base charge
All over 2,000 gallons	[\$3.34] <u>\$3.79</u> per 1,000 gallons

(2) *Multifamily residential users.*

- a. *Single meter.* Each multifamily building that is served by a single meter shall be charged monthly.
- b. *Multiple meters.* If a multifamily building is served by more than one meter, water delivered through each meter shall be charged the base rate for single-family residential users multiplied by the number of units served through such meter, with consumption over the base amount charged at the rates quoted above for single-family residential users.
- (3) *Commercial users.* Each business unit occupied by a separate business, including separate establishments within a single building, whether connected by a single meter or multiple meters, shall be charged monthly for water as follows:

First 2,000 gallons	[\$39.11] <u>\$41.58</u> base
All over 2,000 gallons	[\$3.34] <u>\$3.79</u> per 1,000 gallons

- (4) *Irrigation systems.* Metered water connections established solely for the purpose of providing water to irrigation systems shall be charged monthly for water usage at the above-quoted rates that apply to such type of user. There shall be no sewer service charge for irrigation meters.
- (5) *One-thousand gallon unit.* The fee for any 1,000-gallon unit shall also apply to any portion of a 1,000-gallon unit.
- (b) *Pressure of water.* The city intends to use all reasonable efforts to supply adequate pressure of water to any user. The city does not and will not guarantee to any user a specific quantity

or pressure of water for any purpose whatsoever. The city is required only to furnish a connection to its water system and in no case shall the city be liable for the failure or refusal to furnish water or any particular amount or pressure of water; however, the city shall use reasonable efforts to supply water to all users at an acceptable minimum pressure.

(c) *Sale or use of water or sewer services.*

- (1) No person or entity except the city shall sell or resell water from the city's water system.
- (2) No person or entity except the city shall sell or resell city sewer services.
- (3) No person or entity except the city shall receive or use water from the city's water system without having a direct connection to the city's water system.
- (4) No person or entity except the city shall receive or use city sewer services without having a direct connection to the city's sewer system.
- (5) It is an affirmative defense to this subsection that the person or entity has the express, written, unrevoked consent of the city council or its designee for such sale, resale, receipt, or use.

Sec. 71-5. Sewer.

(a) *Single-family residential users:*

First 2,000 gallons	[\$39.11] <u>\$41.58</u> base
All over 2,000 gallons	[\$3.34] <u>\$3.79</u> per 1,000 gallons

(b) *Multifamily residential users:*

First 2,000 gallons	[\$39.11] <u>\$41.58</u> base
All over 2,000 gallons	[\$3.34] <u>\$3.79</u> per 1,000 gallons

(c) *Commercial users:*

First 2,000 gallons	[\$45.63] <u>\$48.51</u> base
All over 2,000 gallons	[\$3.34] <u>\$3.79</u> per 1,000 gallons

- (d) *Additional applications.* The fee for any 1,000-gallon unit shall also apply to any portion of a 1,000-gallon unit.
- (e) *Sewer fees.* Sewer fees are calculated using the metered amount of water provided to the user. Sewer fees shall be calculated using the average of the sewer fees of the winter months. Each customer's water meter readings during the three consecutive winter months (November, December, and January) shall be used each year to determine the customer's winter monthly average sewer fee. This winter monthly average sewer fee will then be applied to the sewer component of the customer's utility bills as a fixed monthly sewer fee charged to the

household over the following year. The city shall not be required to prove that the water went into the city's sewer system.

(f) *Quality of sewage.*

- (1) *Domestic waste.* Only ordinary liquid and water-carried waste from domestic activities that is amenable to biological treatment and that is discharged from sanitary conveniences of buildings connected to a public sanitary sewer system shall be discharged in the city's sanitary sewer lines. Waste resulting from any process of commerce or industry may not be discharged in the city's sanitary sewer lines except as authorized pursuant to subsection (f)(2) of this section.
- (2) *Commercial and industrial waste.* All discharges other than waste described in subsection (f)(1) of this section are prohibited unless the user has applied to and received written authorization from the city for such discharge. The applicant must file a statement with the city containing the following information:
 - a. Name and address of applicant;
 - b. Type of industry, business, activity, or other waste-creative process;
 - c. Quantity of waste to be discharged;
 - d. Typical analysis of waste;
 - e. Type of pretreatment proposed; and
 - f. Such other information as the city may request in writing.

The city shall have the right to reject any application for discharge of nondomestic waste into the city's sanitary sewer lines if the city determines in its sole discretion that the proposed discharge may be harmful to the city's sanitary sewer system or the environment. The city also shall have the right in approving any application for the discharge of nondomestic waste to impose any limitations on such discharge that the city determines in its sole discretion to be necessary to protect the city's sanitary sewer system or the environment.

- (3) *National categorical pretreatment standard.* If a user is subject to a national categorical pretreatment standard pursuant to regulations promulgated by the Environmental Protection Agency under Section 307 of the Federal Clean Water Act, the user is prohibited from discharging pollutants into the city's sanitary sewer system in violation of applicable categorical pretreatment standards.
- (4) *City testing; pretreatment.* The city shall have the right to sample and test any user's discharge at the discretion of the city's operator, with no limit as to the frequency of the tests, and to charge the user for the city's cost of such sampling and testing. The city also shall have the right to require pretreatment, at the user's expense, of any discharge of nondomestic waste if the city determines in its sole discretion that pretreatment of such waste is necessary to protect the city's sanitary sewer system or the environment, even if pretreatment is not otherwise required pursuant to subsection (f)(3) of this section.

- (d) *Maintenance and repair.* It shall be the responsibility of each user to maintain the water and sewer lines from the building served to the point of connection to the city's system.
- (e) *Out-of-city service.* The city council shall determine whether to provide any utility service to areas outside of the city and the terms and conditions for such service.
- (f) *Nonliability of city.* Neither the city nor its agents, employees, officers, or representatives shall bear any liability to any person other than the city for any act, omission, or condition in any way directly or indirectly related to the subject matter of this article.

Section 3. **Effective date.** The rates established by this ordinance shall take effect the first billing cycle that occurs after October 31, 2024.

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

Section 5. **Repealer.** All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

Section 6. **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

_____.

Dan Davis, Mayor

Attest:

Tammy Bell, City Secretary

APPROVED AS TO FORM:

Robert Gervais, City Attorney

EXHIBIT A

2022 Water and Wastewater Rate Study prepared by Freese and Nichols

WATER AND WASTEWATER RATE STUDY

Prepared for:

City of Manvel



March 2022

Prepared by:

FREESE AND NICHOLS, INC.
11200 Broadway St., Suite 2320
Pearland, Texas 77584
832-456-4700

WATER AND WASTEWATER RATE STUDY

Prepared for:

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Prepared by:

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FNI Project No.: MNV20631



TABLE OF CONTENTS

EXECUTIVE SUMMARY	ES-1
1.0 WATER AND WASTEWATER SYSTEM.....	1-1
1.1 General Description.....	1-1
1.2 Projected Water Needs and Wastewater Flows.....	1-2
2.0 HISTORICAL REVENUES AND EXPENSES	2-1
2.1 Historical Revenues.....	2-1
2.2 Historical Expenses	2-1
2.3 Comparison of Historical Revenue and Expenses	2-1
3.0 WATER AND WASTEWATER FUND RATE ANALYSIS	3-1
3.1 Projected Revenues at Current Rates.....	3-1
3.2 Projected Expenses	3-1
4.0 RATE DESIGN.....	4-1
5.0 SUMMARY OF RATE RECOMMENDATIONS	5-1
6.0 COMPARISON TO NEARBY CITIES	6-1



List of Tables

Table 1-1: Projected Connections, and Water and Wastewater Billed Volume (including base)	1-2
Table 2-1: Historical Revenue for the Water and Wastewater Fund	2-2
Table 2-2: Current City of Manvel Monthly Water & Wastewater Rates.....	2-2
Table 2-3: Historical Expenses for the Water and Wastewater Fund, by Department	2-2
Table 3-1: Projected Revenue at Current Rates for the Water and Wastewater Fund	3-3
Table 3-2: Projected Expenses for the Water and Wastewater Fund, by Department	3-5
Table 5-1: Rate Adjustment Summary.....	5-1
Table 5-2: Residential Rate Adjustments Needed	5-1
Table 5-3: Commercial Rate Adjustments Needed.....	5-2
Table 5-4: Irrigation Rate Adjustments Needed	5-3
Table 6-1: Residential Water and Wastewater Rate Comparison to Nearby Cities	6-1
Table 6-2: Residential Water and Wastewater Rate Comparison to Nearby Cities	6-1

List of Figures

Figure 1-1: Historical Water Sales Revenues, by Customer Class.....	1-3
Figure 1-2: Historical Wastewater Sales Revenues, by Customer Class	1-4
Figure 1-3: Historical and Projected Connections	1-5
Figure 2-1: Historical Water and Wastewater Revenue and Expenses	2-3
Figure 3-1: Historical and Projected Water and Wastewater Revenue (not including impact fees)	3-4
Figure 3-2: Historical and Projected Water and Wastewater Expenses.....	3-6
Figure 3-3: Historical and Projected Water and Wastewater Expenses (with rate portion of future Debt Service) and Revenue (at current rates)	3-7
Figure 6-1: Residential Water and Wastewater Rate Comparison with Other Cities, Monthly Bill (5,000 gallons).....	6-2
Figure 6-2: Residential Water and Wastewater Rate Comparison with Other Cities, Monthly Bill (10,000 gallons).....	6-3

Appendices

Appendix A: Projected Expenses for Water and Wastewater Fund



EXECUTIVE SUMMARY

The City of Manvel (City) is located on Highway 6 west of State Highway (SH) 288, in northern Brazoria County, Texas. The City currently provides retail water and wastewater services to customers within the City and outside the City limits. In August 2020, the City authorized Freese and Nichols, Inc. to perform a water and wastewater rate study. The purpose of the rate study is to develop a multi-year plan for rates that will provide sufficient revenue to implement needed capital improvements and allow the water and wastewater systems to be self-supporting. Freese and Nichols' methodology for performing this study is based on accepted industry standards and practices, specifically the American Water Works Association (AWWA) Manual 1 (M1) "Principles of Water Rates, Fees, and Charges", Seventh Edition, and the Water Environment Federation's (WEF) *Financing and Charges* manual.

The study included the following steps:

- Obtain data from City needed for the rate study.
- Review and analyze the data and develop projections of the operating expenses and revenues at current rates.
- Identify the revenue requirements for the water and wastewater system using the projected operating expenses and projected capital expenses in the next few years.
- Develop a rate model for the City's water and wastewater systems that projects the rates needed to provide sufficient annual revenue.
- Document the findings in a report.

This report describes the findings and recommendations of the water and wastewater rate study. The calculations are based on the City's Fiscal Year, which runs from October 1 through September 30.

A financing plan has been developed based on an analysis of the rates utilized to furnish water and wastewater services to customers connected to the City's water and wastewater utilities, herein referred to as the "Utility System." The financing plan compares the adequacy of projected revenues under existing rates in meeting the revenue requirement of the Utility System and identifies any adjustments which may be necessary to the existing revenue levels during the study period. The plan consists of implementing annual rate increases over the forecast period of Fiscal Years 2022 through 2030 and crafting a Utility System financing plan that provides the City with the ability to adequately fund operating and capital requirements over the forecast period. The City's goal is to have both the Water and Wastewater Utilities operate individually as self-sufficient or stand-alone entities while maintaining both a Debt Service



Coverage ratio of 1.25 for each Utility. While the City does not have a policy target for Fund Balances, this study leverages surplus fund balances to reduce debt issuances, and strives to achieve a Fund Balance of \$1-2 million as a combined system. This Fund Balance target is recommended in excess of the target of 20% of operating expenditures because while the monies assessed for Impact Fees are collected within a 10-year period, the debt service payments will be over a 30-year period.

As a result of the evaluations and analyses, the following summary of findings and recommendations is offered for consideration by the City.

REVENUE UNDER EXISTING RATES

The City of Manvel provided treated water and wastewater services to just over 1,000 water customers (residential, commercial and irrigation) and just over 1,000 wastewater customers (residential, commercial) as of September 30, 2020. In Fiscal Year 2022, it is projected that the City will serve just over 2,000 water customers (residential, commercial and irrigation) and just under 2,000 wastewater customers (residential, commercial), which illustrates a customer growth rate of roughly 50 percent annually over the two year period. Annual growth rate is projected to decrease from 15 percent between Fiscal Year 2023 and Fiscal Year 2024, to 5 percent between Fiscal Year 2029 and Fiscal Year 2030.

Revenue is primarily derived from charges for treated water and wastewater services. Additional revenue is derived from miscellaneous services and fees that the City may offer or charge for services that are not directly related to the production of water or transmission of wastewater. Operating revenue from rates for water and wastewater service, under existing rates, is projected to be \$771,224 for water and \$866,583 for wastewater in Fiscal Year 2022. Other operating revenues are projected to be \$153,564 for water and \$27,921 for wastewater in the same period. Currently water and wastewater sales revenues are estimated to increase based upon the projected increase of between roughly 15 percent per year and 5 percent per year in the number of customers over the forecast period. Other operating water and wastewater revenues are estimated to increase by the same rate as water and wastewater sales revenues, since those operating revenues are derived from the number of meters in the system.

Other non operating water and wastewater revenue in Fiscal Year 2022 is estimated to be \$1,470,892, the majority of which derives from transfers from the General Fund to the Utility Fund. This practice is not used in this rate study for Fiscal Year 2023 through Fiscal Year 2030. The forecast of revenues projected herein assumes that existing rates will be maintained throughout the forecast period.



IMPACT FEES

In parallel with this Water and Wastewater Rate Study, Freese and Nichols performed a Water and Wastewater Impact Fee Study, to update the City's water and wastewater impact fees. A maximum allowable impact fee of \$4,818 per service unit for water and \$14,221 per service unit for wastewater was calculated. The City decided to implement 50 percent of the maximum allowable impact fee, resulting in a new impact fee rate of \$2,409 per service unit for water and \$7,111 per service unit for wastewater. Based on the projected growth in new connections, this new impact fee is estimated to collect roughly \$1.7 million in Fiscal Year 2022, growing to a maximum of roughly \$4.8 million in Fiscal Year 2026 and 2027, and roughly \$2.5 million in Fiscal Year 2030.

EXPENSES

Expenses include operating and maintenance expenses, transfers, debt service obligations, capital projects cash funded from Utility System revenues and cash reserve funding. Operating and maintenance expenses include the costs of labor, materials, power, chemicals, salaries, and other expenses associated with the utility's operations.

Total expenses for the water utility are projected to be \$816,423 for the water system and \$2,468,760 for the wastewater system in Fiscal Year 2022. Expenses in Fiscal Year 2022 are anomalously high due to a one-year practice of funding capital improvements via capital outlay versus debt service. Total expenses are projected to increase to \$2,732,560 for the water system and \$3,026,090 for the wastewater system in Fiscal Year 2030. The increases for both systems come partially from inflation, cost of materials, and the cost of fuel, but principally from the principal and interest payments associated with a growing Capital Improvements Program.

The debt service payments are calculated for both the total issuance, as well as the amount of issuance paid for by rates. For the purposes of this rate study, only the portion of debt service payments associated with rates is accounted for. Annual debt payments associated with rates will be \$263,008 for the water system and \$740,678 for the wastewater system in Fiscal Year 2023, growing to \$1,613,306 for the water system and \$1,886,994 for the wastewater system in Fiscal Year 2030.

A cash reserve fund balance of \$1-2 million from revenues generated from operations is targeted annually for the combined Utility System.



PROPOSED WATER AND WASTEWATER RATE ADJUSTMENTS

Based upon the analysis, revenues generated under existing rates by the Utility System are not sufficient to fund the Utility System's obligations. The proposed rate plan meets all the forecasted Utility System revenue requirements, fulfills the bond coverage requirement and maintains adequate cash balances of the Utility System. The following sections of this report provide a detailed summary of the Utility System's financial forecast.

An analysis of projected revenues and revenue requirements for the Utility System was conducted to determine the adequacy of existing rates. The illustration below summarizes the projected annual revenue increases required over the next nine years to meet future revenue requirements, to maintain and improve Utility System infrastructure, to maintain adequate debt service coverage ratios, and maintain adequate cash reserves to improve the financial condition of the Utility System.

Table ES-1: Indicated Required Revenue Increases

Year	Combined Base	Combined Volumetric	Combined Overall
2022	0.0%	0.0%	0.0%
2023	13.4%	30.0%	17.3%
2024	14.9%	28.5%	18.1%
2025	6.3%	13.5%	8.0%
2026	2.7%	5.0%	3.2%
2027	8.1%	12.5%	9.1%
2028	4.6%	10.0%	5.9%
2029	4.6%	10.0%	5.9%
2030	9.2%	25.0%	12.9%

ADDITIONAL RECOMMENDATIONS

Listed below are the general recommendations associated with the analysis performed herein:

1. The City of Manvel staff should prepare the documents necessary to obtain approval of the proposed financial plan and water and wastewater rates.
2. The City should continue to closely monitor its non-revenue water through audits, identification of leaks, and other appropriate measures.
3. The City should establish an Outside City Limits rate of 1.5 times the Inside City Limits rate.
4. The City should establish a policy on requirements to connect after service becomes available for existing development.
5. The City should update this rate study on an on-going basis. It should be updated sooner if there are significant changes in the assumptions presented in this study, such as timing of the CIP projects.



1.0 WATER AND WASTEWATER SYSTEM

1.1 GENERAL DESCRIPTION

The City of Manvel (City) is located on Highway 6 west of State Highway (SH) 288, in northern Brazoria County, Texas. The City currently provides water service to over 1,000 connections, and wastewater service to over 1,000 connections as well. The City is experiencing rapid growth, and this Water and Wastewater Rate Study assumes an initial growth in connections of roughly 40 percent per year, stabilizing at roughly 5 percent per year by Fiscal Year 2030.

The City of Manvel's existing water infrastructure consists of the School Road Water Plant and associated pumps, water supply wells, and transmission and distribution pipelines. The City relies entirely on groundwater from the Gulf Coast Aquifer System. The City holds four groundwater well permits from the Brazoria County Groundwater Conservation District.

The City of Manvel's existing wastewater collection system consisting of eight (8) lift stations and associated force mains, a network of manholes and gravity mains, and one wastewater treatment plant (WWTP).

The City's water and wastewater customer base includes residential, commercial, and irrigation users. Water and sewer sales revenue is primarily supported by residential base charges, accounting for roughly two-thirds of total water sales revenue and nearly three-quarters of total wastewater sales revenue. Breakdowns of water and wastewater sales revenues by customer class are provided in **Figure 1-1** and **Figure 1-2**, respectively.

A review of Fiscal Year 2016 through Fiscal Year 2020 historical financial and billing data provided by the City showed the following general patterns:

- The combined water and wastewater expenses have averaged \$930,000 (including depreciation and transfers to the General Fund). Without depreciation and transfers, the average for that period is \$790,000.
- The combined water and wastewater revenue has averaged \$750,000.



1.2 PROJECTED WATER NEEDS AND WASTEWATER FLOWS

Table 1-1 shows projected water and wastewater connections, and metered water and wastewater billed volumes for Manvel. These projections are based on input from City staff. These projections are for an average year. Water use will tend to be more in dry years and less in wet years. **Figure 1-3** shows the historical and projected number of water and wastewater connections.

Review of historical water production in comparison to historical water billed volumes revealed substantial fluctuations in non-revenue water (both positive and negative). Values of non-revenue water above 12 percent are considered high for a retail water supplier. However, not all this non-revenue water is unaccounted for water. Some is used for authorized, beneficial purposes such as fire flow, line flushing, and irrigating city facilities, such as parks. Currently the city estimates the amount used for these purposes. To the extent possible, FNI recommends that the City meter as much of its unbilled authorized usage as feasible, particularly irrigation of City facilities. This will enable the City to better track how much water is actually being lost through leaks in the system. The City should continue to monitor non-revenue water and perform detailed water audits and seek to further reduce non-revenue water, unaccounted for water usage. The City should also audit its water production data, to ensure more accurate estimates of what is coming into the system.

Table 1-1: Projected Connections, and Water and Wastewater Billed Volume (including base)

Fiscal Year	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Water Connections	1,368	1,910	2,130	2,453	2,777	3,192	3,422	3,588	3,752	3,918
Wastewater Connections	1,326	1,864	2,080	2,399	2,718	3,127	3,352	3,511	3,668	3,827
Water Billed Volume (MG)	93	129	144	166	188	216	232	243	254	265
Wastewater Billed Volume (MG)	93	129	144	166	188	216	232	243	254	265



Figure 1-1: Historical Water Sales Revenues, by Customer Class

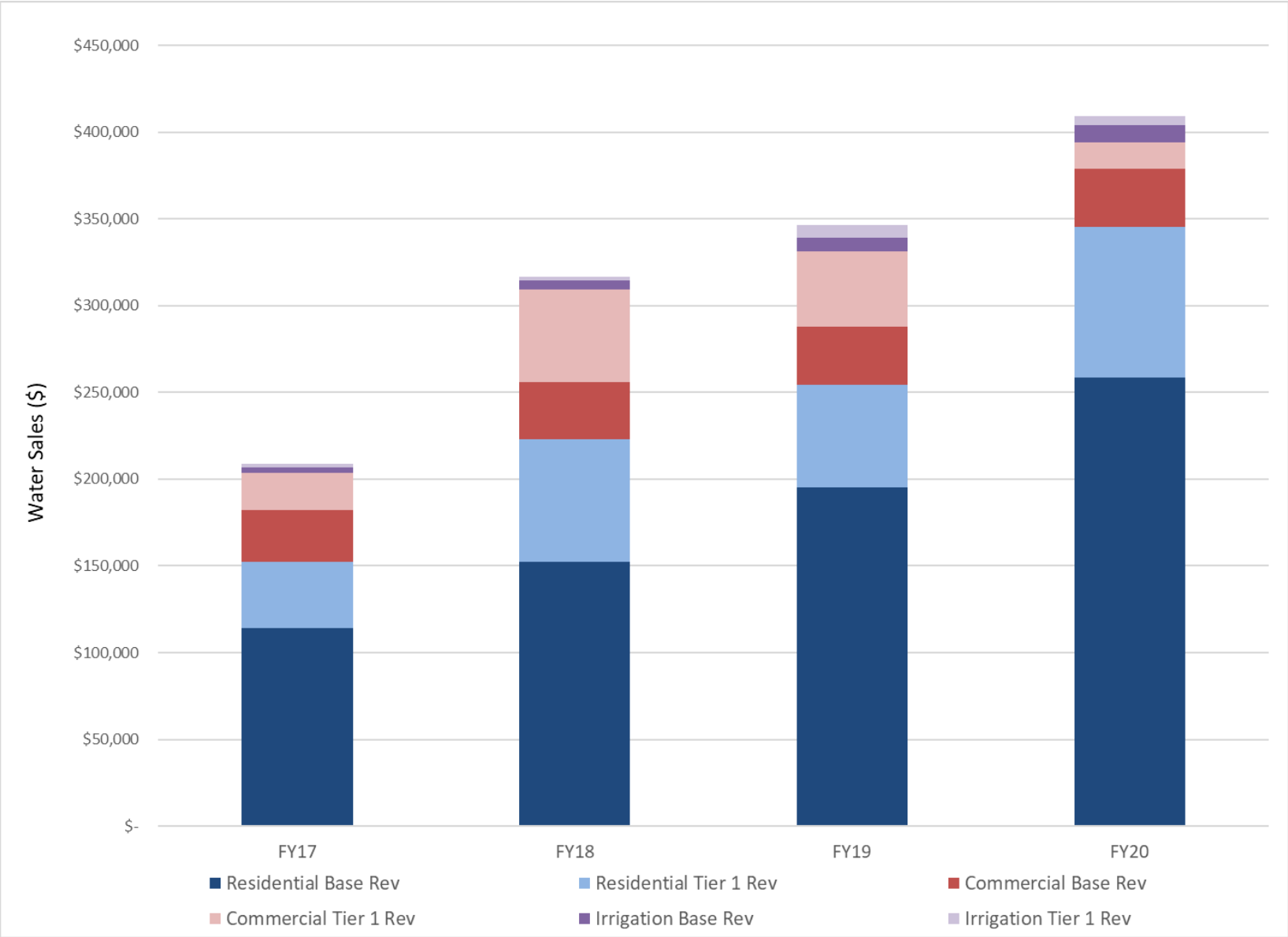




Figure 1-2: Historical Wastewater Sales Revenues, by Customer Class

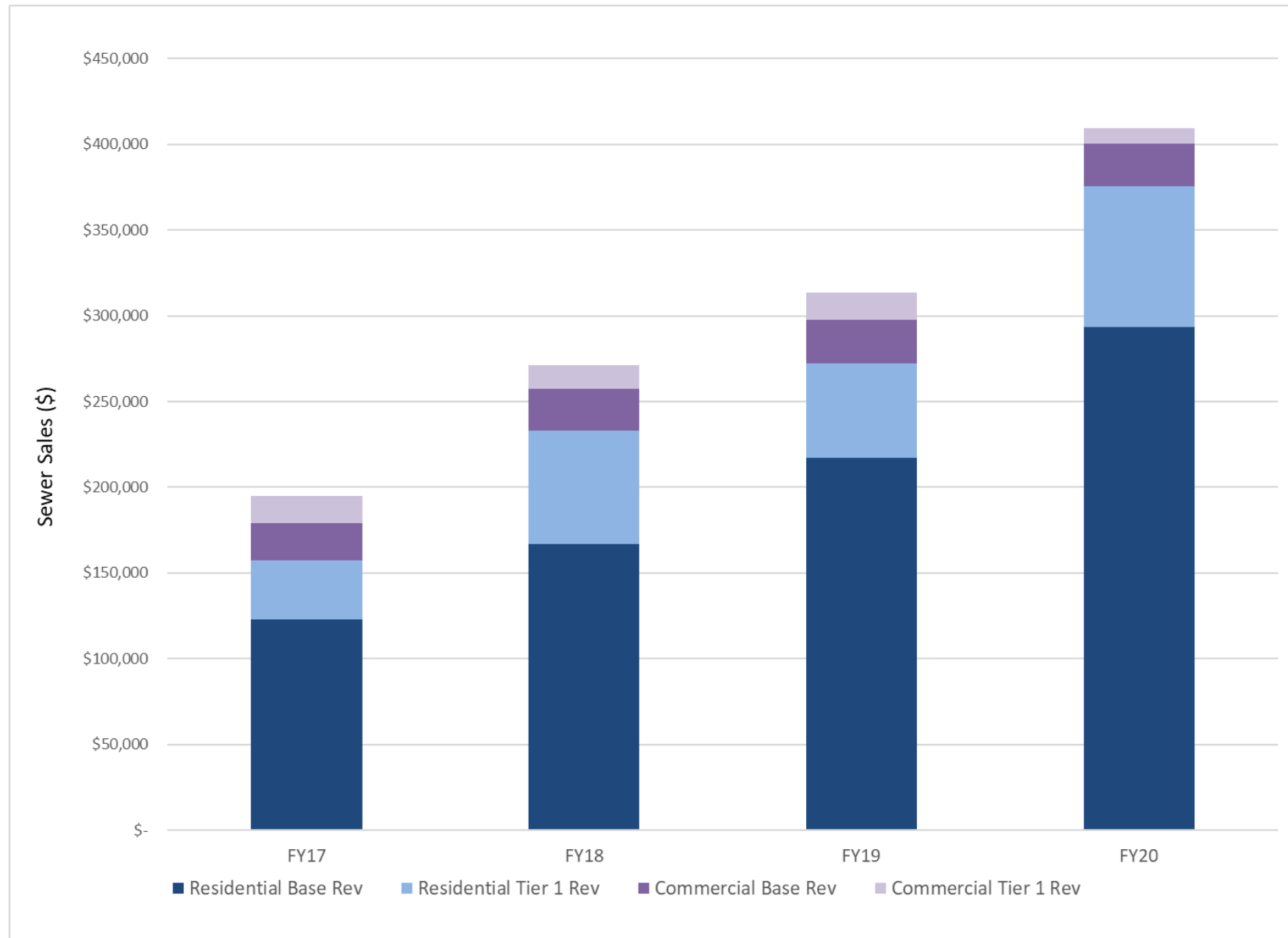
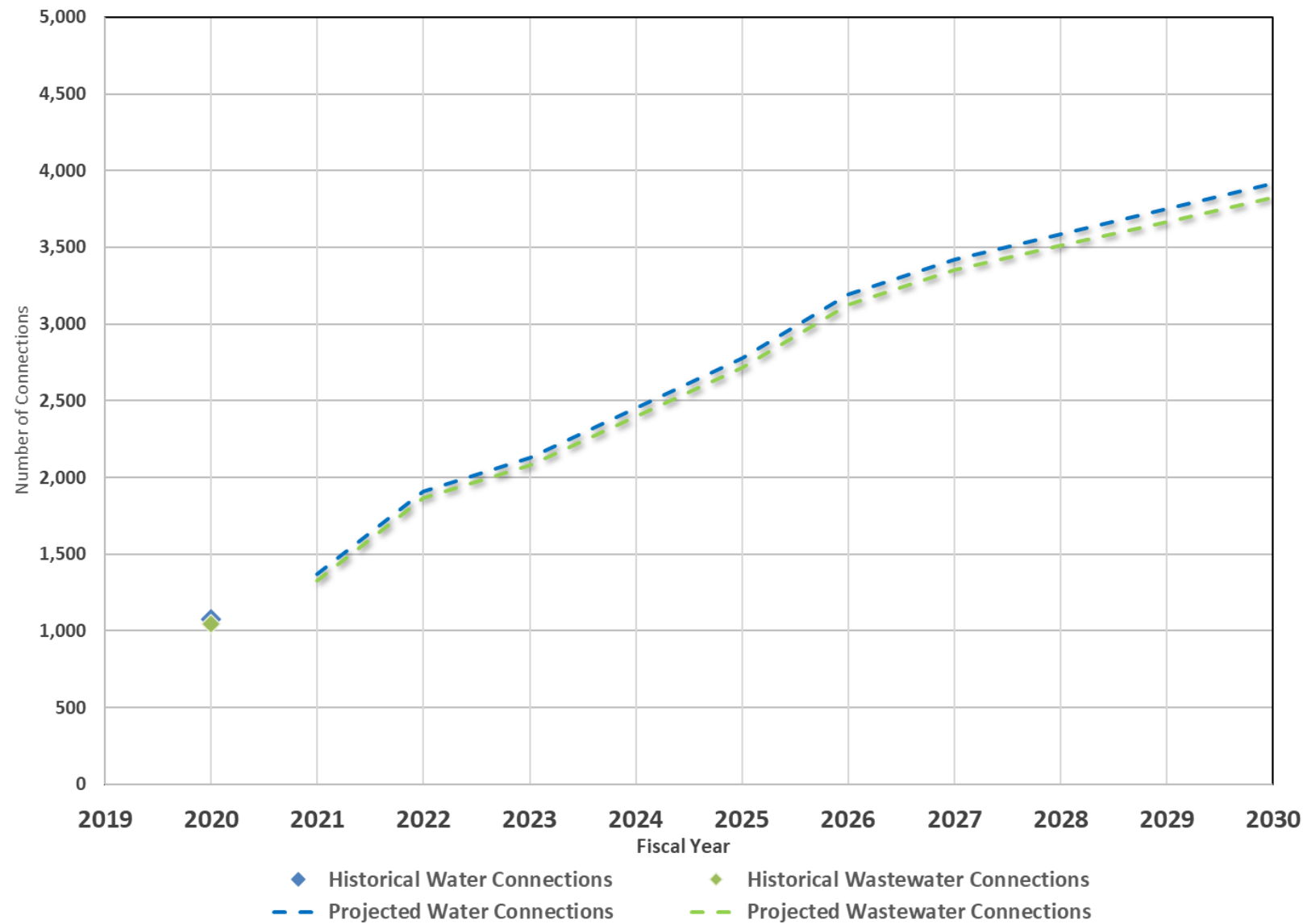




Figure 1-3: Historical and Projected Connections





2.0 HISTORICAL REVENUES AND EXPENSES

2.1 HISTORICAL REVENUES

Table 2-1 shows the historical revenues for the water and wastewater fund over the last four complete years (Fiscal Year 2016 – Fiscal Year 2020), as well as the budgeted revenues for Fiscal Year 2021. During this time, the City did not increase water or wastewater volumetric or base charges. Current rates as of September 2021 are shown in **Table 2-2**. Annual revenue from sales has averaged approximately \$531,000 over the previous four years, with total revenues (including transfers from the General Fund) averaging approximately \$745,000 over the same period. Over that time, water sales revenue made up on average approximately 50 percent of all sales revenue, and wastewater sales revenue made up on average approximately 50 percent.

2.2 HISTORICAL EXPENSES

Table 2-3 shows a summary of the historical expenses by major department. The annual expenses have averaged \$930,000. Historically, Water Expenditures make up on average approximately 50 percent of all expenses, followed by Administration Expenditures at 31 percent and Wastewater Expenditures at 19 percent. **Appendix Table A-1** provides a breakdown of historical expenses by line item.

2.3 COMPARISON OF HISTORICAL REVENUE AND EXPENSES

Figure 2-1 compares the historical revenue and expenses for the water and wastewater fund. The figure shows that in Fiscal Year 2016 through Fiscal Year 2020, expenses exceeded revenue (deficit), before taking into account the transfers from the General Fund.



Table 2-1: Historical Revenue for the Water and Wastewater Fund

Category	Historical				
	2015-2016	2016-17	2017-18	2018-19	2019-20
Utility Revenue (to include Sales)	\$438,389	\$456,564	\$588,268	\$702,040	\$869,137
Interest Revenue	\$382	\$0	\$1,464	\$335	\$0
Other Revenue	\$31,221	\$68,658	\$79,565	\$18,379	\$191
Transfers-In Revenue	\$400	\$98,426	\$57	\$375,000	\$0
TOTAL REVENUE	\$470,393	\$623,648	\$669,354	\$1,095,755	\$869,328

Table 2-2: Current City of Manvel Monthly Water & Wastewater Rates

Current Water Rates		
Residential		
Service Charge (includes 2,000 gallons)	\$25.00	
Volume Charge (2,001 gallons and above)	\$2.00	Per 1,000 gallons
Commercial/Irrigation		
Service Charge (includes 2,000 gallons)	\$30.00	
Volume Charge (2,001 gallons and above)	\$2.00	Per 1,000 gallons
Current Wastewater Rates		
Residential		
Service Charge (includes 2,000 gallons)	\$30.00	
Volume Charge (2,001 – 20,000 gallons*)	\$2.00	Per 1,000 gallons
Commercial		
Service Charge (includes 2,000 gallons)	\$35.00	
Volume Charge (2,001 – 20,000 gallons*)	\$2.00	Per 1,000 gallons

*No charge on Wastewater above 20,000 gallons

Table 2-3: Historical Expenses for the Water and Wastewater Fund, by Department

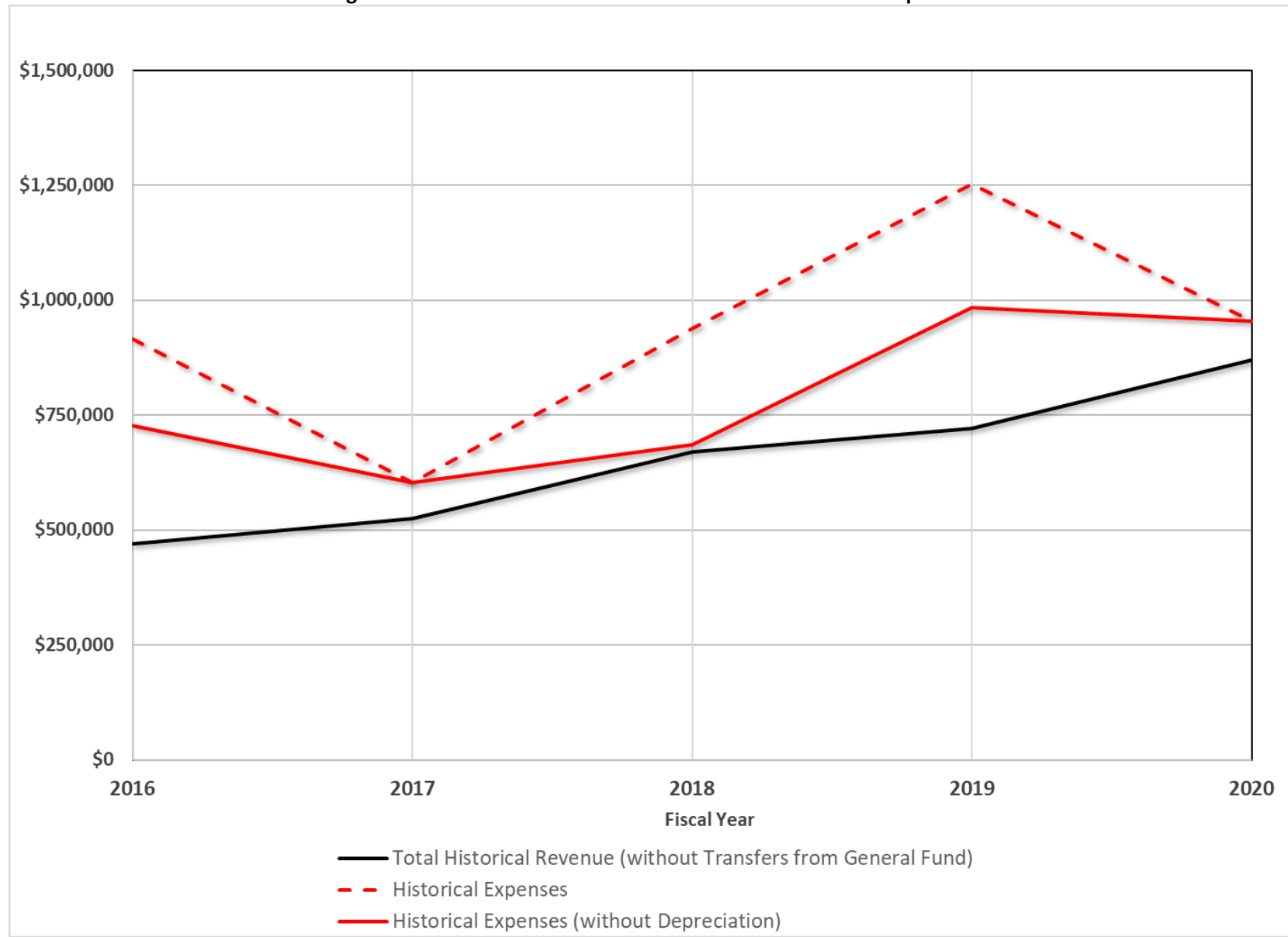
Department	Historical				
	2015-2016	2016-17	2017-18	2018-19	2019-20
Administration Expenses	\$342,491	\$246,462	\$274,339	\$336,797	\$251,307
Water Expenses	\$522,443	\$331,529	\$565,076	\$636,195	\$284,445
Wastewater Expenses	\$50,401	\$24,348	\$99,681	\$278,990	\$419,334
Non-Departmental Expenses	\$0	\$0	\$0	\$0	\$0
Total Operating Expenses	\$915,335	\$602,338	\$939,096	\$1,251,982	\$995,086

Total Revenue from Table 2-1	\$470,393	\$623,648	\$669,354	\$1,095,755	\$869,328
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Deficit (-) or Surplus (+)	-\$444,942	\$21,310	-\$269,742	-\$156,228	-\$85,757
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Figure 2-1: Historical Water and Wastewater Revenue and Expenses





3.0 WATER AND WASTEWATER FUND RATE ANALYSIS

3.1 PROJECTED REVENUES AT CURRENT RATES

Table 3-1 shows projected revenues at current rates for the water and wastewater fund. Without impact fees, projected total revenue (to include non-sales revenue) for Fiscal Year 2022 is approximately \$3.3 million. A large portion of those revenues is derived from a one-time transfer from the General Fund, a practice which is not used in Fiscal Year 2023 through Fiscal Year 2030. With impact fees, projected total revenue (to include non-sales revenue) for Fiscal Year 2022 is approximately \$5.0 million. If held to current rates, revenue is anticipated to increase by the same trend in increased connections and water/wastewater use. **Figure 3-1** shows the historical water and wastewater revenues and projected revenues at current rates. This figure does not include any revenues associated with impact fees. Volumetric sales and other operating revenues increase by the growth in number of connections and therefore, the corresponding consumption volume. Base sales revenues increase by the growth factor for number of connections. Other non-operating revenues are held constant at the Fiscal Year 2021 budget amount, with the exception of the one-time transfer from the General Fund in Fiscal Year 2022.

3.2 PROJECTED EXPENSES

Table 3-2 is a summary by major category of the projected expenses for the water and wastewater fund. **Appendix Table A-1** details the projected expenses by department and line item, as well as the basis for those projections. Projected expenses for Fiscal Year 2022 are roughly \$3.3 million, largely derived from a one-time capital outlay expense. In future years, O&M expenses (not including debt service) are projected to increase at a modest rate, primarily due to inflation and other escalators.

Over the next 10 years, the City is anticipated to undertake approximately \$84 million (2021 dollars) in improvements to its water and wastewater system. Approximately \$37 million of this capital program will be paid for with rates. This study assumes the capital improvements are programmed in debt issuances every year between Fiscal Year 2022 and Fiscal Year 2027, and a small issuance in Fiscal Year 2030. On average, approximately 70 percent of the funds will be for wastewater projects and 30 percent for water projects. These improvements are necessary to provide for future growth, replace aging infrastructure, maintain reliable service, keep facilities in compliance with new regulations, and improve efficiency. Debt service payments for each year's bond issuance were calculated using an interest rate of 3 percent, 30-year repayment terms, and a yearly inflation rate of 4 percent applied to the present-day capital cost of



CIP projects that will be constructed in future years. A debt service coverage requirement of 1.25 was assumed for both the water fund and the wastewater fund. **Appendix Table A-2** identifies the timing of future debt service issuances paid for with rates (in 2021 dollars), and **Appendix Table A-3** calculates the annual payments for the rate portion of those future debt service issuances. Figure 3-2 shows the historical and projected expenses for the water and wastewater fund, taking into account the rate portion only of debt service payments. **Table 3-1** depicts the total projected revenue, with and without impact fees. **Table 3-2** depicts the total projected expenses, with only the rate portion of debt service payments. At current rates, without impact fee revenues and only taking into account the rate portion of debt service payments, expenses exceed revenues in Fiscal Year 2023 by roughly \$200,000, increasing to roughly \$2.3 million by Fiscal Year 2030. **Figure 3-3** compares projected expenses and revenues (at current rates).



Table 3-1: Projected Revenue at Current Rates for the Water and Wastewater Fund

Category	Budget	Projected								
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Utility Revenue (to include Sales)	\$780,000	\$1,819,291	\$2,030,102	\$2,339,309	\$2,648,781	\$3,044,306	\$3,268,879	\$3,426,820	\$3,583,107	\$3,741,825
Other Revenue	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Transfers-In Revenue	\$319,580	\$1,465,892	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL REVENUE (without impact fee)	\$1,104,580	\$3,290,183	\$2,035,102	\$2,344,309	\$2,653,781	\$3,049,306	\$3,273,879	\$3,431,820	\$3,588,107	\$3,746,825
Impact Fee Revenue (50%)		\$1,665,913	\$2,732,097	\$4,007,710	\$4,007,710	\$4,864,465	\$4,864,465	\$2,484,590	\$2,475,070	\$2,484,590
TOTAL REVENUE (with impact fee at 50%)	\$1,104,580	\$4,956,096	\$4,767,198	\$6,352,018	\$6,661,490	\$7,913,770	\$8,138,344	\$5,916,410	\$6,063,177	\$6,231,415



Figure 3-1: Historical and Projected Water and Wastewater Revenue (not including impact fees)

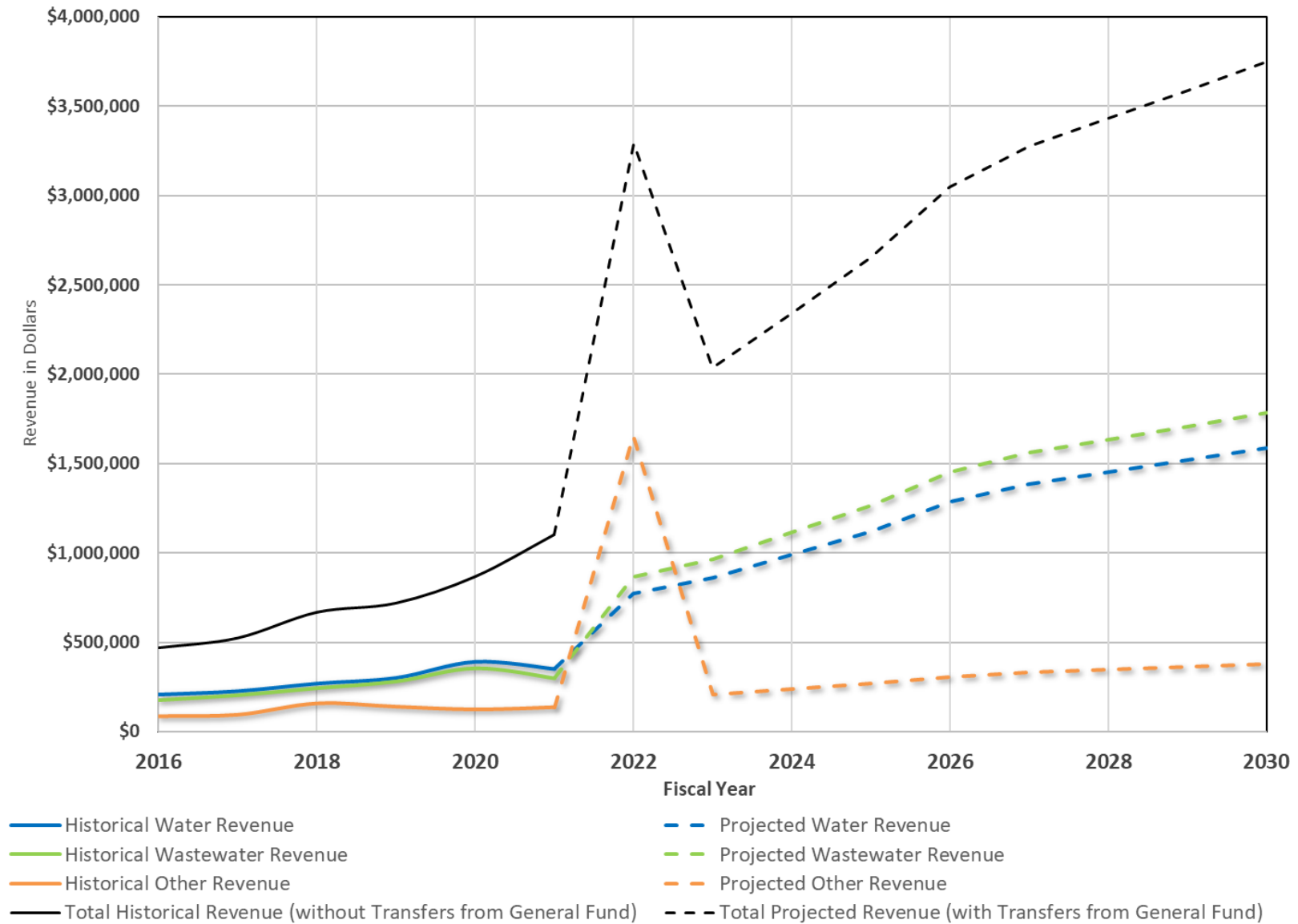




Table 3-2: Projected Expenses for the Water and Wastewater Fund, by Department

Department	Budget	Projected								
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Water Utility										
Administrative	\$233,790	\$240,804	\$248,030	\$255,471	\$362,137	\$370,031	\$427,663	\$436,038	\$444,666	\$453,551
Operational	\$365,000	\$575,619	\$425,589	\$461,925	\$503,137	\$549,993	\$603,390	\$664,376	\$734,170	\$814,203
Non-Departmental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planned Debt Service – Rate Portion	\$0	\$0	\$263,008	\$580,978	\$739,280	\$855,331	\$855,331	\$859,663	\$980,915	\$1,613,306
TOTAL WATER	\$598,790	\$816,423	\$936,627	\$1,298,374	\$1,604,554	\$1,775,355	\$1,886,384	\$1,960,077	\$2,159,751	\$2,881,060
Wastewater Utility										
Administrative	\$233,790	\$240,804	\$248,030	\$255,471	\$362,137	\$370,031	\$427,663	\$436,038	\$444,666	\$453,551
Operational	\$272,000	\$2,227,956	\$320,945	\$350,430	\$814,503	\$902,897	\$946,502	\$776,091	\$805,471	\$834,046
Non-Departmental	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planned Debt Service – Rate Portion	\$0	\$0	\$740,678	\$871,360	\$1,050,860	\$1,173,840	\$1,874,348	\$1,874,348	\$1,874,348	\$1,886,994
TOTAL WASTEWATER	\$505,790	\$2,468,760	\$1,309,653	\$1,477,261	\$2,227,499	\$2,446,768	\$3,248,513	\$3,086,477	\$3,124,484	\$3,174,590
Total Operating Expenses	\$1,104,580	\$3,285,183	\$2,246,279	\$2,775,635	\$3,832,053	\$4,222,123	\$5,134,897	\$5,046,554	\$5,284,235	\$6,055,650



Figure 3-2: Historical and Projected Water and Wastewater Expenses

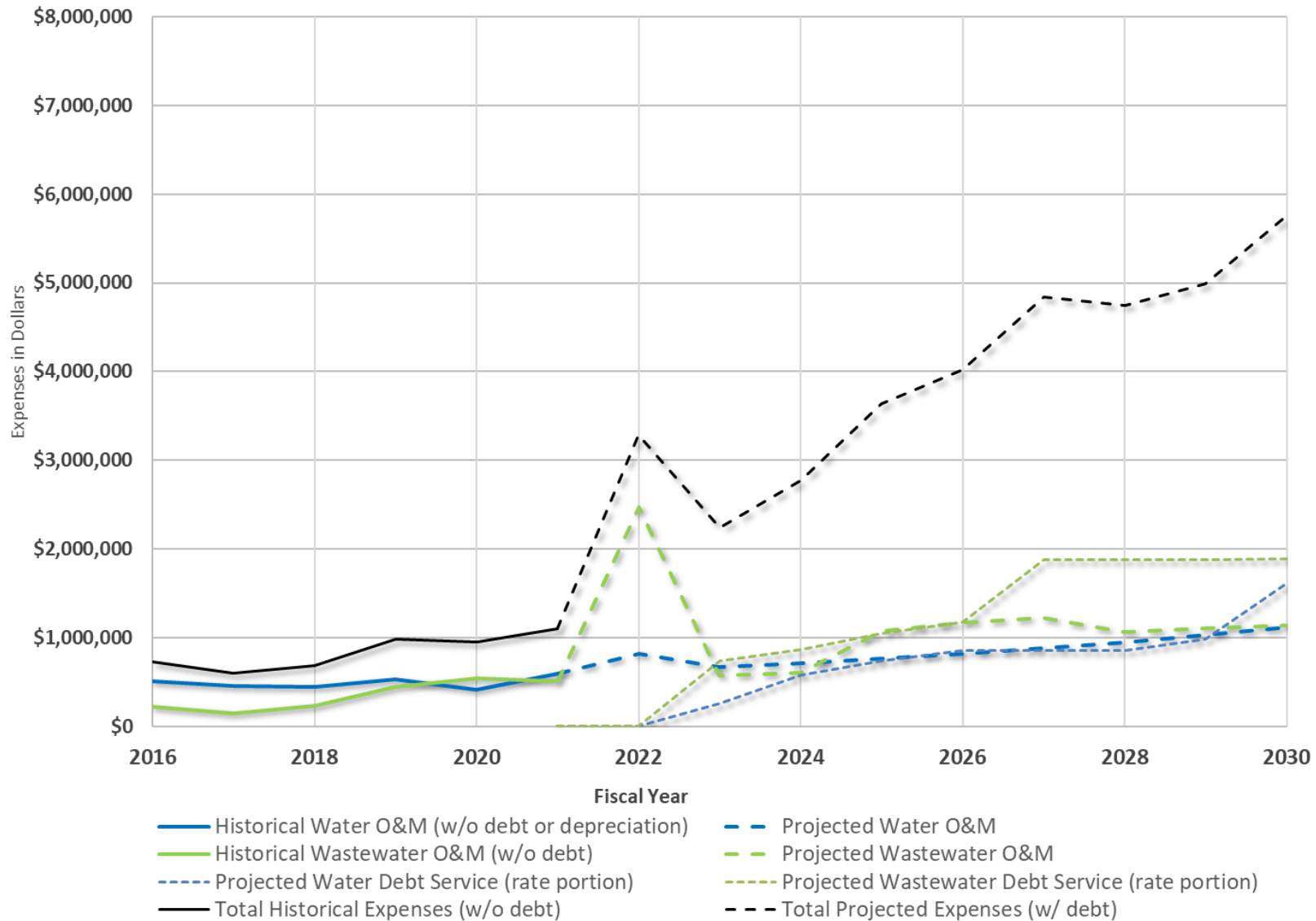
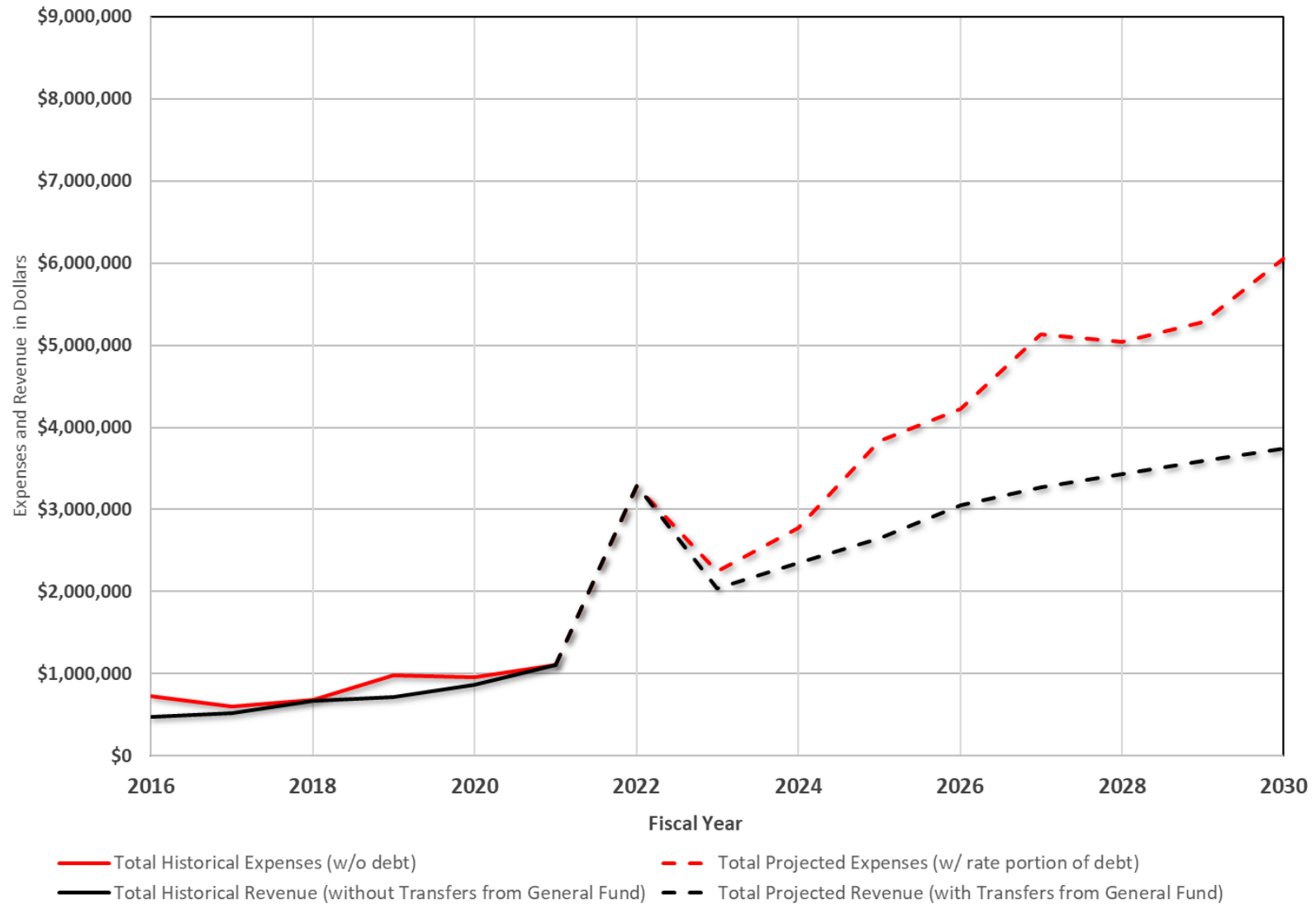




Figure 3-3: Historical and Projected Water and Wastewater Expenses (with rate portion of future Debt Service) and Revenue (at current rates)





4.0 RATE DESIGN

The schedule of proposed water rates has been designed toward implementing rate adjustments that meet the City's goals and objectives. Generally, the proposed rates have been designed to limit increases in the current service availability charge levels and to increase the volume charges for water consumption where necessary.

The schedule of proposed rates is designed following the same general form of rate structure as the existing water rates, which consist of a schedule of service availability charges and volume charges. The proposed service availability charge is designed to recover a portion of customer billing and collection costs, customer meter and service-related costs, and provision for a readiness-to-serve component. The schedule of volume charges have been designed to recover a portion of those costs related to supplying customers with water to meet their average and peak rates of use.



5.0 SUMMARY OF RATE RECOMMENDATIONS

The recommendations for water and wastewater rates and projected rate increases are summarized below in **Table 5-1**. Pro forma statements for the combined utility, wastewater fund, and water fund are found in **Appendix Table A-4** through **Table A-6**, respectively.

Table 5-1: Rate Adjustment Summary

Year	Combined Base	Combined Volumetric	Combined Overall
2022	0.0%	0.0%	0.0%
2023	13.4%	30.0%	17.3%
2024	14.9%	28.5%	18.1%
2025	6.3%	13.5%	8.0%
2026	2.7%	5.0%	3.2%
2027	8.1%	12.5%	9.1%
2028	4.6%	10.0%	5.9%
2029	4.6%	10.0%	5.9%
2030	9.2%	25.0%	12.9%

Table 5-1 through **Table 5-4** identify the specific rates recommended as a result of the rate study, by customer class. These rate adjustments are projected to provide sufficient revenue through Fiscal Year 2030 while maintaining a 1.25 debt service coverage ratio for both the water fund and the wastewater fund, and maintaining stable operating cash balances. Projected rate increases should be examined annually in light of future growth, revenues and system expenses.

Other Recommendations

1. The City of Manvel staff should prepare the documents necessary to obtain approval of the proposed financial plan and water and wastewater rates.
2. The City should continue to closely monitor its non-revenue water through audits, identification of leaks, and other appropriate measures.
3. The City should establish an Outside City Limits rate of 1.5 times the Inside City Limits rate.
4. The City should establish a policy on requirements to connect after service becomes available for existing development.
5. The City should update this rate study on an on-going basis. It should be done sooner if there are significant changes in the assumptions presented in this study, such as timing of the CIP projects.



Table 5-2: Residential Rate Adjustments Needed

Inside City Limits	Projected									
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base % Rate Increase (from Table 5-1)			13.4%	14.9%	6.3%	2.7%	8.1%	4.6%	4.6%	9.2%
Volumetric % Rate Increase (from Table 5-1)			30.0%	28.5%	13.5%	5.0%	12.5%	10.0%	10.0%	25.0%

Residential											
Water Monthly Fees		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base or Volumetric	Unit	Fee									
Base	First 2,000 gallons	\$25.00	\$25.00	\$28.36	\$32.59	\$34.65	\$35.58	\$38.46	\$40.24	\$42.09	\$45.98
Volumetric	per thousand gallons	\$2.00	\$2.00	\$2.60	\$3.34	\$3.79	\$3.98	\$4.48	\$4.93	\$5.42	\$6.78
Wastewater Monthly Fees		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base or Volumetric	Unit	Fee									
Base	First 2,000 gallons	\$30.00	\$30.00	\$34.03	\$39.11	\$41.58	\$42.70	\$46.15	\$48.28	\$50.51	\$55.18
Volumetric	per thousand gallons	\$2.00	\$2.00	\$2.60	\$3.34	\$3.79	\$3.98	\$4.48	\$4.93	\$5.42	\$6.78

Outside City Limits	Projected									
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base % Rate Increase (from Table 5-1)			13.4%	14.9%	6.3%	2.7%	8.1%	4.6%	4.6%	9.2%
Volumetric % Rate Increase (from Table 5-1)			30.0%	28.5%	13.5%	5.0%	12.5%	10.0%	10.0%	25.0%

Residential											
Water Monthly Fees		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base or Volumetric	Unit	Fee									
Base	First 2,000 gallons	\$37.50	\$37.50	\$42.54	\$48.89	\$51.98	\$53.38	\$57.69	\$60.35	\$63.14	\$68.98
Volumetric	per thousand gallons	\$3.00	\$3.00	\$3.90	\$5.01	\$5.69	\$5.97	\$6.72	\$7.39	\$8.13	\$10.16
Wastewater Monthly Fees		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base or Volumetric	Unit	Fee									
Base	First 2,000 gallons	\$45.00	\$45.00	\$51.05	\$58.67	\$62.37	\$64.05	\$69.23	\$72.42	\$75.77	\$82.77
Volumetric	per thousand gallons	\$3.00	\$3.00	\$3.90	\$5.01	\$5.69	\$5.97	\$6.72	\$7.39	\$8.13	\$10.16



Table 5-3: Commercial Rate Adjustments Needed

Inside City Limits	Projected									
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base % Rate Increase (from Table 5-1)			13.4%	14.9%	6.3%	2.7%	8.1%	4.6%	4.6%	9.2%
Volumetric % Rate Increase (from Table 5-1)			30.0%	28.5%	13.5%	5.0%	12.5%	10.0%	10.0%	25.0%

Commercial											
Water Monthly Fees		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base or Volumetric	Unit	Fee									
Base	First 2,000 gallons	\$30.00	\$30.00	\$34.03	\$39.11	\$41.58	\$42.70	\$46.15	\$48.28	\$50.51	\$55.18
Volumetric	per thousand gallons	\$2.00	\$2.00	\$2.60	\$3.34	\$3.79	\$3.98	\$4.48	\$4.93	\$5.42	\$6.78
Wastewater Monthly Fees		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base or Volumetric	Unit	Fee									
Base	First 2,000 gallons	\$35.00	\$35.00	\$39.71	\$45.63	\$48.51	\$49.82	\$53.84	\$56.33	\$58.93	\$64.38
Volumetric	per thousand gallons	\$2.00	\$2.00	\$2.60	\$3.34	\$3.79	\$3.98	\$4.48	\$4.93	\$5.42	\$6.78

Outside City Limits	Projected									
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base % Rate Increase (from Table 5-1)			13.4%	14.9%	6.3%	2.7%	8.1%	4.6%	4.6%	9.2%
Volumetric % Rate Increase (from Table 5-1)			30.0%	28.5%	13.5%	5.0%	12.5%	10.0%	10.0%	25.0%

Commercial											
Water Monthly Fees		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base or Volumetric	Unit	Fee									
Base	First 2,000 gallons	\$45.00	\$45.00	\$51.05	\$58.67	\$62.37	\$64.05	\$69.23	\$72.42	\$75.77	\$82.77
Volumetric	per thousand gallons	\$3.00	\$3.00	\$3.90	\$5.01	\$5.69	\$5.97	\$6.72	\$7.39	\$8.13	\$10.16
Wastewater Monthly Fees		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base or Volumetric	Unit	Fee									
Base	First 2,000 gallons	\$52.50	\$52.50	\$59.56	\$68.45	\$72.77	\$74.73	\$80.77	\$84.49	\$88.40	\$96.57
Volumetric	per thousand gallons	\$3.00	\$3.00	\$3.90	\$5.01	\$5.69	\$5.97	\$6.72	\$7.39	\$8.13	\$10.16



Table 5-4: Irrigation Rate Adjustments Needed

Inside City Limits	Projected									
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base % Rate Increase (from Table 5-1)			13.4%	14.9%	6.3%	2.7%	8.1%	4.6%	4.6%	9.2%
Volumetric % Rate Increase (from Table 5-1)			30.0%	28.5%	13.5%	5.0%	12.5%	10.0%	10.0%	25.0%

Irrigation											
Water Monthly Fees		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base or Volumetric	Unit	Fee									
Base	First 2,000 gallons	\$30.00	\$30.00	\$34.03	\$39.11	\$41.58	\$42.70	\$46.15	\$48.28	\$50.51	\$55.18
Volumetric	per thousand gallons	\$2.00	\$2.00	\$2.60	\$3.34	\$3.79	\$3.98	\$4.48	\$4.93	\$5.42	\$6.78

Outside City Limits	Projected									
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base % Rate Increase (from Table 5-1)			13.4%	14.9%	6.3%	2.7%	8.1%	4.6%	4.6%	9.2%
Volumetric % Rate Increase (from Table 5-1)			30.0%	28.5%	13.5%	5.0%	12.5%	10.0%	10.0%	25.0%

Irrigation											
Water Monthly Fees		2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Base or Volumetric	Unit	Fee									
Base	First 2,000 gallons	\$45.00	\$45.00	\$51.05	\$58.67	\$62.37	\$64.05	\$69.23	\$72.42	\$75.77	\$82.77
Volumetric	per thousand gallons	\$3.00	\$3.00	\$3.90	\$5.01	\$5.69	\$5.97	\$6.72	\$7.39	\$8.13	\$10.16



6.0 COMPARISON TO NEARBY CITIES

Table 6-1 shows the monthly cost for residential water and wastewater service for use of 5,000 gallons for Manvel and other nearby cities, while **Table 6-2** shows the same for 10,000 gallons. The costs for water and wastewater services are based on information found on the cities' websites as of November 2021.

Figure 6-1 shows the comparison of costs for 5,000 gallons of water and wastewater service for a typical residential customer inside city limits, while **Figure 6-2** shows the same for 10,000 gallons. At its current rates, Manvel has the fifth lowest total water and wastewater cost out of eight area cities surveyed for the cost of 5,000 gallons, and has the second lowest for 10,000 gallons.

Table 6-1: Residential Water and Wastewater Rate Comparison to Nearby Cities

City	5,000 Gallons/month		
	Water	Wastewater	Total
Brazoria County MUD #29	\$17.25	\$17.25	\$34.50
Clute	\$28.95	\$28.95	\$57.60
Angleton ICL	\$38.28	\$23.34	\$61.62
Pearland	\$27.96	\$37.74	\$65.70
Manvel FY21	\$31.00	\$36.00	\$67.00
Port Lavaca ICL	\$36.37	\$31.37	\$67.74
Richwood	\$37.45	\$35.45	\$72.90
Alvin	\$34.06	\$44.67	\$78.73
Portland	\$37.58	\$43.98	\$81.56

Table 6-2: Residential Water and Wastewater Rate Comparison to Nearby Cities

City	10,000 Gallons/month		
	Water	Wastewater	Total
Brazoria County MUD #29	\$30.75	\$28.50	\$59.25
Manvel FY 2021	\$41.00	\$46.00	\$87.00
Clute	\$48.70	\$48.70	\$97.40
Angleton ICL	\$67.88	\$36.84	\$104.72
Portland	\$57.23	\$50.63	\$107.86
Pearland	\$52.38	\$62.74	\$115.12
Richwood	\$59.20	\$57.20	\$116.40
Port Lavaca ICL	\$62.67	\$57.82	\$120.49
Alvin	\$58.71	\$69.32	\$128.03



Figure 6-1: Residential Water and Wastewater Rate Comparison with Other Cities, Monthly Bill (5,000 gallons)

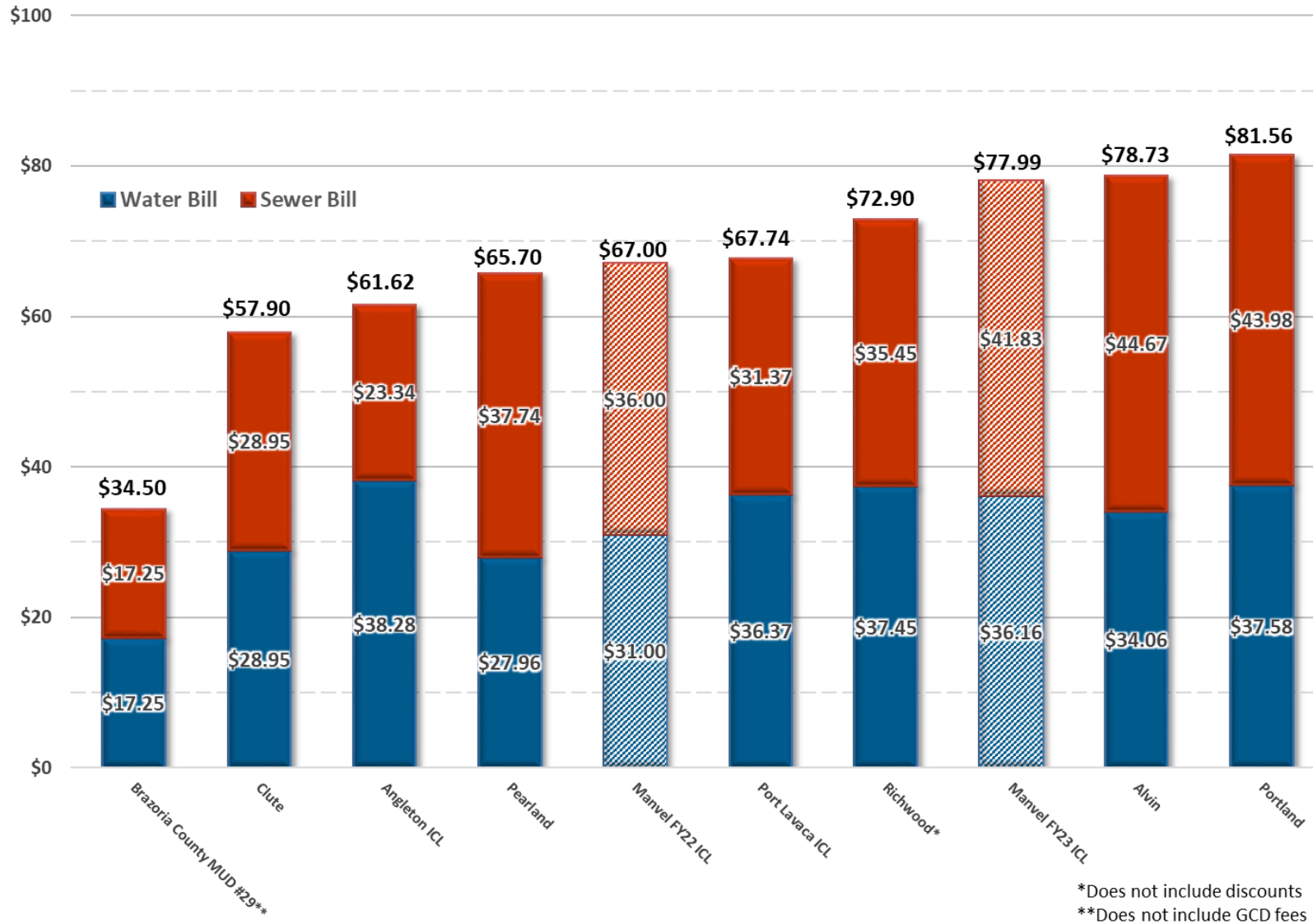
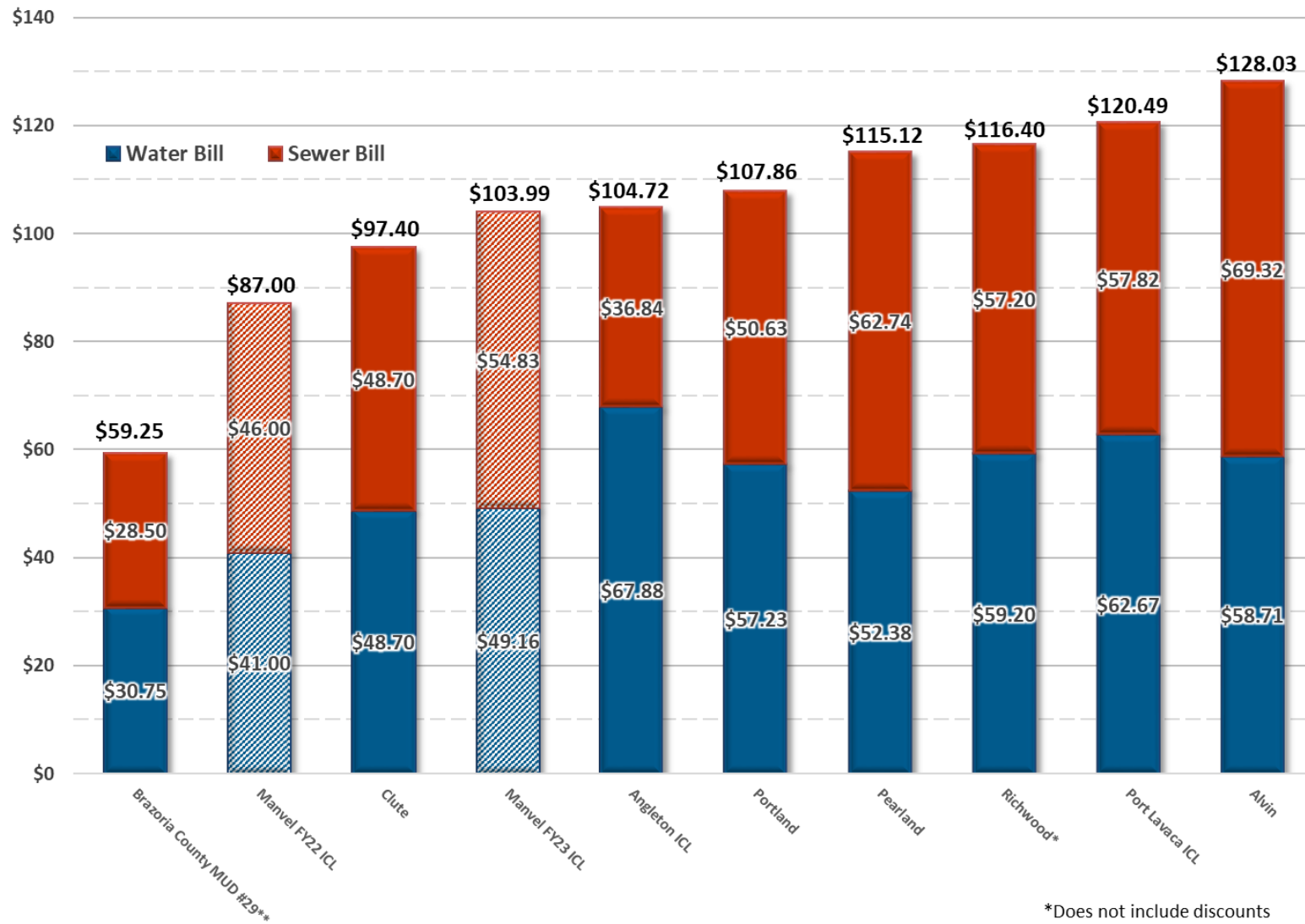




Figure 6-2: Residential Water and Wastewater Rate Comparison with Other Cities, Monthly Bill (10,000 gallons)



*Does not include discounts

**Does not include GCD fees



APPENDIX A

Expenses for Water and Wastewater Fund



Table A-1: Historical Expenses, by Line Item

Historical Expenses by Fiscal Year					
	2015-16	2016-17	2017-18	2018-19	2019-20
Administration					
40-10-5000 Salaries	\$72,600	\$117,869	\$142,989	\$159,345	\$112,495
40-10-5002 Overtime	\$8,763	\$10,361	\$11,340	\$10,975	\$949
40-10-5003 Holiday Pay	\$3,436	\$0	\$0	\$0	\$0
40-10-5004 Taxes, Social Security	\$6,392	\$0	\$0	\$0	\$0
40-10-5005 Retirement	\$4,912	\$0	\$0	\$0	\$0
40-10-5006 Longevity	\$353	\$600	\$720	\$840	\$840
40-10-5007 Part Time Wages	\$0	\$0	\$0	\$158	\$0
40-10-5010 Taxes, Social Security	\$0	\$9,098	\$10,996	\$10,617	\$8,290
40-10-5012 TWC	\$0	\$875	\$0	\$0	\$0
40-10-5030 Health & Life Insurance	\$9,608	\$19,658	\$30,485	\$29,506	\$16,398
40-10-5031 Vision	\$0	\$0	\$351	\$349	\$192
40-10-5032 Life & LTD	\$0	\$0	\$655	\$713	\$402
40-10-5033 Dental	\$0	\$0	\$1,468	\$1,586	\$818
40-10-5034 Retirement	\$0	\$14,904	\$19,509	\$20,834	\$12,760
40-10-5035 Cell Phone Allowance	\$0	\$519	\$173	\$1,004	\$595
40-10-5038 Flex	\$0	\$0	\$92	\$152	\$57
40-10-5039 Flex Card - Health Ins	\$0	\$0	\$1,167	\$1,277	\$471
40-10-5040 Workers Compensation	\$2,972	-\$805	\$11,196	\$0	\$4,502
40-10-5041 Pension Expense	\$0	\$0	-\$8,962	-\$4,428	\$0
40-10-5201 Contract Services	\$3,725	\$0	\$0	\$0	\$0
40-10-5202 Mowing & Weed Control	\$1,298	\$688	\$355	\$2,301	\$0
40-10-5220 Janitorial Supplies & Cleaning	\$0	\$432	\$0	\$0	\$0
40-10-5222 Postage	\$2,363	\$2,200	\$1,813	\$2,567	\$2,000
40-10-5225 Fuel	\$0	\$0	\$0	\$47	\$0
40-10-5230 Office Expense	\$880	\$1,437	\$667	\$0	\$687



Historical Expenses by Fiscal Year					
	2015-16	2016-17	2017-18	2018-19	2019-20
40-10-5240 Minor Tools & Equipment	\$0	\$2,282	\$0	\$12,110	\$9,537
40-10-5300 Equipment Rental	\$0	\$4,577	\$3,983	\$6,732	\$1,123
40-10-5320 Bank/Convenience Charges	\$0	\$0	\$0	\$0	\$0
40-10-5370 Radio Repairs	\$0	\$0	\$0	\$0	\$0
40-10-5380 Building Repair & Maintenance	\$0	\$0	\$0	\$0	\$0
40-10-5418 Employment Testing	\$0	\$0	\$0	\$0	\$0
40-10-5432 Rental Equipment	\$6,265	\$0	\$0	\$0	\$0
40-10-5440 Computer Maintenance/Support	\$0	\$0	\$0	\$0	\$1,442
40-10-5441 Computer Software	\$4,160	\$7,927	\$0	\$0	\$0
40-10-5445 Telephone	\$2,029	\$1,179	\$0	\$303	\$0
40-10-5446 Uniforms	\$0	\$0	\$90	\$0	\$556
40-10-5458 Maintenance Agreements	\$0	\$0	\$0	\$0	\$0
40-10-5550 Radio Usage	\$810	\$1,476	\$1,476	\$1,968	\$1,476
40-10-5615 Credit Card Processing Fees	\$4,181	\$5,937	\$8,958	\$10,532	\$12,294
40-10-5622 Dues & Subscriptions	\$0	\$0	\$0	\$0	\$0
40-10-5630 Insurance and Bonds	\$114	\$14,454	\$0	\$0	\$0
40-10-5636 Equipment Repairs/Maintenance	\$0	\$0	\$0	\$0	\$0
40-10-5638 Vehicle Repairs/Maintenance	\$0	\$0	\$0	\$2,204	\$0
40-10-5645 Training & Travel	\$1,129	\$1,807	\$307	\$2,465	\$175
40-10-5650 Mileage	\$0	\$0	\$0	\$0	\$0
40-10-5655 Other Expenses	\$0	\$0	\$7,772	\$0	\$0
40-10-5700 Vehicle/Equip Replacement Fees	\$4,125	\$10,438	\$24,149	\$62,641	\$58,000
40-10-5701 Legal Fees	\$0	\$0	\$0	\$0	\$0
40-10-5742 Subsidence Fees	\$627	\$2,155	\$0	\$0	\$0
40-10-5800 Eng/Consulting/Planning Fees	\$10,300	\$16,394	\$2,590	\$0	\$5,250
40-10-8641 Transfer from	\$191,450	\$0	\$0	\$0	\$0
40-10-8700 Salary Adjustments	\$0	\$0	\$0	\$0	\$0



Historical Expenses by Fiscal Year					
	2015-16	2016-17	2017-18	2018-19	2019-20
40-10-8701 Compensation Study Adjustment	\$0	\$0	\$0	\$0	\$0
Administration Subtotal	\$342,491	\$246,462	\$274,339	\$336,797	\$251,307
Water					
40-54-5204 Chemicals	\$6,202	\$11,530	\$9,204	\$16,300	\$13,514
40-54-5210 Supplies	\$0	\$0	\$0	\$0	\$0
40-54-5212 Safety Equipment/Supplies	\$0	\$0	\$0	\$0	\$0
40-54-5222 Postage	\$0	\$0	\$0	\$0	\$0
40-54-5225 Fuel	\$0	\$0	\$61	\$422	\$126
40-54-5240 Minor Tools & Equipment	\$4,288	\$4,828	\$2,116	\$2,110	\$6,701
40-54-5245 Fire Hydrants	\$0	\$0	\$0	\$0	\$0
40-54-5310 Meter Replacement Program	\$11,240	\$19,671	\$44,567	\$114,811	\$92,983
40-54-5312 Other Reimbursements	\$0	\$0	\$600	\$0	\$0
40-54-5325 Utility Billing Charges	\$0	\$0	\$249	\$0	\$0
40-54-5420 Electricity	\$48,961	\$66,228	\$55,629	\$29,055	\$26,195
40-54-5421 Electrical Service	\$0	\$0	\$0	\$0	\$0
40-54-5435 Safety & Water Testing	\$0	\$0	\$0	\$0	\$0
40-54-5440 Computer Maintenance/Support	\$0	\$0	\$4,484	\$5,124	\$6,529
40-54-5441 Computer Software	\$1,360	\$367	\$824	\$0	\$0
40-54-5445 Telephone	\$0	\$0	\$1,351	\$1,224	\$2,556
40-54-5446 Uniforms	\$0	\$0	\$0	\$1,074	\$543
40-54-5498 Tap Connection Expense	\$0	\$0	\$0	\$1,650	\$0
40-54-5499 Laboratory Expenses	\$9,691	\$12,821	\$17,744	\$11,322	\$8,894
40-54-5622 Dues & Subscriptions	\$0	\$0	\$0	\$0	\$0
40-54-5630 Insurance and Bonds	\$0	\$0	\$0	\$0	\$0
40-54-5636 Equipment Repairs/Maintenance	\$184,955	\$191,581	\$156,203	\$161,162	\$105,671
40-54-5638 Vehicle Repairs/Maintenance	\$1,688	\$6,659	\$4,671	\$3,506	\$3,848
40-54-5645 Training & Travel	\$660	\$416	\$2,394	\$245	\$115



Historical Expenses by Fiscal Year					
	2015-16	2016-17	2017-18	2018-19	2019-20
40-54-5655 Other Expenses	\$8,055	\$0	\$0	\$0	\$0
40-54-5700 Vehicle/Equip Replacement Fees	\$4,125	\$4,014	\$5,955	\$11,638	\$9,000
40-54-5729 Permits & Assessments	\$2,464	\$3,562	\$3,717	\$3,707	\$3,871
40-54-5730 Legal Notices	\$0	\$0	\$0	\$0	\$0
40-54-5742 Subsidence Fees	\$1,378	\$357	\$2,167	\$4,387	\$3,900
40-54-5746 Water Sample Inspection	\$0	\$0	\$0	\$0	\$0
40-54-5800 Eng/Consulting/Planning Fees	\$13,585	\$9,495	\$0	\$0	\$0
40-54-6010 Capital Outlay - Technology	\$0	\$0	\$0	\$0	\$0
40-54-6020 Capital Outlay - Equipment	\$21,092	\$0	\$0	\$0	\$0
40-54-6030 Capital Outlay - Vehicle	\$0	\$0	\$0	\$0	\$0
40-54-6040 Capital Outlay - Furniture & Fixtures	\$0	\$0	\$0	\$0	\$0
40-54-6070 Capital Outlay - Improvements	\$0	\$0	\$0	\$0	\$0
40-54-6203 Capital Outlay - Capitalize Taps	\$14,000	\$0	\$0	\$0	\$0
40-54-7025 WWTP to - Blowers/auto Dialer	\$0	\$0	\$0	\$0	\$0
40-54-8410 Depreciation Expense	\$188,699	\$0	\$253,138	\$268,458	\$0
40-54-8700 Salary Adjustments	\$0	\$0	\$0	\$0	\$0
Water Subtotal	\$522,443	\$331,529	\$565,076	\$636,195	\$284,445
Wastewater					
40-56-5203 Sludge Hauling	\$0	\$0	\$0	\$0	\$0
40-56-5204 Chemicals	\$0	\$0	\$7,187	\$8,936	\$9,717
40-56-5210 Supplies	\$0	\$0	\$0	\$0	\$0
40-56-5212 Safety Equipment/Supplies	\$0	\$0	\$0	\$0	\$0
40-56-5225 Fuel	\$0	\$0	\$3,744	\$39	\$0
40-56-5240 Minor Tools & Equipment	\$0	\$0	\$896	\$5,954	\$9,882
40-56-5312 Other Reimbursements	\$0	\$0	\$2,662	\$0	\$0
40-56-5325 Utility Billing Charges	\$0	\$0	\$0	\$0	\$0
40-56-5419 Sludge Hauling	\$14,200	\$24,348	\$33,238	\$44,090	\$46,036



Historical Expenses by Fiscal Year					
	2015-16	2016-17	2017-18	2018-19	2019-20
40-56-5420 Electricity	\$0	\$0	\$2,859	\$40,809	\$34,421
40-56-5421 Electrical Service	\$0	\$0	\$0	\$0	\$0
40-56-5432 Rental Equipment	\$0	\$0	\$10,075	\$17,275	\$17,802
40-56-5445 Telephone	\$0	\$0	\$229	\$538	\$1,384
40-56-5446 Uniforms	\$0	\$0	\$0	\$855	\$1
40-56-5480 Contract Labor	\$0	\$0	\$18,000	\$0	\$0
40-56-5499 Laboratory Expenses	\$0	\$0	\$540	\$10,985	\$15,145
40-56-5500 Operator Fees	\$28,650	\$0	\$0	\$0	\$0
40-56-5630 Insurance and Bonds	\$0	\$0	\$16,045	\$0	\$0
40-56-5636 Equipment Repairs/Maintenance	-\$1,600	\$0	\$2,559	\$126,330	\$114,846
40-56-5637 Sewer Line Maintenance & Repairs	\$0	\$0	\$0	\$0	\$0
40-56-5645 Training & Travel	\$0	\$0	\$1,646	\$3,284	\$100
40-56-6010 Capital Outlay - Technology	\$0	\$0	\$0	\$0	\$0
40-56-6020 Capital Outlay - Equipment	\$9,150	\$0	\$0	\$19,893	\$170,000
40-56-6030 Capital Outlay - Vehicle	\$0	\$0	\$0	\$0	\$0
40-56-6040 Capital Outlay - Furniture & Fixtures	\$0	\$0	\$0	\$0	\$0
40-56-6070 Capital Outlay - Improvements	\$0	\$0	\$0	\$0	\$0
40-56-6080 Capital Outlay - Building	\$0	\$0	\$0	\$0	\$0
40-56-5203 Sludge Hauling	\$0	\$0	\$0	\$0	\$0
40-56-5204 Chemicals	\$0	\$0	\$7,187	\$8,936	\$9,717
40-56-5210 Supplies	\$0	\$0	\$0	\$0	\$0
40-56-5212 Safety Equipment/Supplies	\$0	\$0	\$0	\$0	\$0
40-56-5225 Fuel	\$0	\$0	\$3,744	\$39	\$0
40-56-5240 Minor Tools & Equipment	\$0	\$0	\$896	\$5,954	\$9,882
40-56-5312 Other Reimbursements	\$0	\$0	\$2,662	\$0	\$0
40-56-5325 Utility Billing Charges	\$0	\$0	\$0	\$0	\$0
40-56-5419 Sludge Hauling	\$14,200	\$24,348	\$33,238	\$44,090	\$46,036



Historical Expenses by Fiscal Year					
	2015-16	2016-17	2017-18	2018-19	2019-20
40-56-5420 Electricity	\$0	\$0	\$2,859	\$40,809	\$34,421
40-56-5421 Electrical Service	\$0	\$0	\$0	\$0	\$0
40-56-5432 Rental Equipment	\$0	\$0	\$10,075	\$17,275	\$17,802
40-56-5445 Telephone	\$0	\$0	\$229	\$538	\$1,384
40-56-5446 Uniforms	\$0	\$0	\$0	\$855	\$1
40-56-5480 Contract Labor	\$0	\$0	\$18,000	\$0	\$0
40-56-5499 Laboratory Expenses	\$0	\$0	\$540	\$10,985	\$15,145
40-56-5500 Operator Fees	\$28,650	\$0	\$0	\$0	\$0
40-56-5630 Insurance and Bonds	\$0	\$0	\$16,045	\$0	\$0
40-56-5636 Equipment Repairs/Maintenance	-\$1,600	\$0	\$2,559	\$126,330	\$114,846
40-56-5637 Sewer Line Maintenance & Repairs	\$0	\$0	\$0	\$0	\$0
40-56-5645 Training & Travel	\$0	\$0	\$1,646	\$3,284	\$100
40-56-6010 Capital Outlay - Technology	\$0	\$0	\$0	\$0	\$0
40-56-6020 Capital Outlay - Equipment	\$9,150	\$0	\$0	\$19,893	\$170,000
40-56-6030 Capital Outlay - Vehicle	\$0	\$0	\$0	\$0	\$0
40-56-6040 Capital Outlay - Furniture & Fixtures	\$0	\$0	\$0	\$0	\$0
40-56-6070 Capital Outlay - Improvements	\$0	\$0	\$0	\$0	\$0
40-56-6080 Capital Outlay - Building	\$0	\$0	\$0	\$0	\$0
Wastewater Subtotal	\$50,401	\$24,348	\$99,681	\$278,990	\$419,334
Non-Departmental					
40-95-8510 Transfer to General Fund	\$0	\$0	\$0	\$0	\$0
40-95-8590 Transfer Out - Debt Service Fund	\$0	\$0	\$0	\$0	\$0
40-95-8591 Transfer Out - Veh/Equip Replace Fund	\$0	\$0	\$0	\$0	\$0
Non-Departmental Subtotal	\$0	\$0	\$0	\$0	\$0
TOTAL OPERATING EXPENSES (w/ Depreciation)	\$915,335	\$602,338	\$939,096	\$1,251,982	\$955,086
TOTAL OPERATING EXPENSES (w/o Depreciation)	\$726,636	\$602,338	\$685,958	\$983,524	\$955,086



Table A-2: Projected Expenses, by Line Item

	Budgeted			Projected						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
Administration										
40-10-5000 Salaries (Existing Plant)	\$256,941	\$264,649	\$272,588	\$280,766	\$289,189	\$297,865	\$306,801	\$316,005	\$325,485	\$335,250
Salaries and Benefits (MBR Plant)					\$198,000	\$198,000	\$297,000	\$297,000	\$297,000	\$297,000
40-10-5002 Overtime	\$4,000	\$4,120	\$4,244	\$4,371	\$4,502	\$4,637	\$4,776	\$4,919	\$5,067	\$5,219
40-10-5003 Holiday Pay	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5004 Taxes, Social Security	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5005 Retirement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5006 Longevity	\$120	\$124	\$128	\$132	\$136	\$140	\$144	\$148	\$152	\$157
40-10-5007 Part Time Wages	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5010 Taxes, Social Security	\$20,017	\$20,618	\$21,237	\$21,874	\$22,530	\$23,206	\$23,902	\$24,619	\$25,358	\$26,119
40-10-5012 TWC	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5030 Health & Life Insurance	\$46,214	\$47,600	\$49,028	\$50,499	\$52,014	\$53,574	\$55,181	\$56,836	\$58,541	\$60,297
40-10-5031 Vision	\$541	\$557	\$574	\$591	\$609	\$627	\$646	\$665	\$685	\$706
40-10-5032 Life & LTD	\$1,129	\$1,163	\$1,198	\$1,234	\$1,271	\$1,309	\$1,348	\$1,388	\$1,430	\$1,473
40-10-5033 Dental	\$2,260	\$2,328	\$2,398	\$2,470	\$2,544	\$2,620	\$2,699	\$2,780	\$2,863	\$2,949
40-10-5034 Retirement	\$26,873	\$27,679	\$28,509	\$29,364	\$30,245	\$31,152	\$32,087	\$33,050	\$34,042	\$35,063
40-10-5035 Cell Phone Allowance	\$600	\$618	\$637	\$656	\$676	\$696	\$717	\$739	\$761	\$784
40-10-5038 Flex	\$241	\$248	\$255	\$263	\$271	\$279	\$287	\$296	\$305	\$314
40-10-5039 Flex Card - Health Ins	\$2,000	\$2,060	\$2,122	\$2,186	\$2,252	\$2,320	\$2,390	\$2,462	\$2,536	\$2,612
40-10-5040 Workers Compensation	\$5,694	\$5,865	\$6,041	\$6,222	\$6,409	\$6,601	\$6,799	\$7,003	\$7,213	\$7,429
40-10-5041 Pension Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5201 Contract Services	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5202 Mowing & Weed Control	\$1,500	\$1,545	\$1,591	\$1,639	\$1,688	\$1,739	\$1,791	\$1,845	\$1,900	\$1,957
40-10-5220 Janitorial Supplies & Cleaning	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5222 Postage	\$2,000	\$2,060	\$2,122	\$2,186	\$2,252	\$2,320	\$2,390	\$2,462	\$2,536	\$2,612
40-10-5225 Fuel	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Water and Wastewater Rate Study
City of Manvel, TX



	Budgeted			Projected						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
40-10-5230 Office Expense	\$1,000	\$1,030	\$1,061	\$1,093	\$1,126	\$1,160	\$1,195	\$1,231	\$1,268	\$1,306
40-10-5240 Minor Tools & Equipment	\$10,000	\$10,300	\$10,609	\$10,927	\$11,255	\$11,593	\$11,941	\$12,299	\$12,668	\$13,048
40-10-5300 Equipment Rental	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628	\$5,797	\$5,971	\$6,150	\$6,335	\$6,525
40-10-5320 Bank/Convenience Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5370 Radio Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5380 Building Repair & Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5418 Employment Testing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5432 Rental Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5440 Computer Maintenance/Support	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5441 Computer Software	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5445 Telephone	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5446 Uniforms	\$450	\$464	\$478	\$492	\$507	\$522	\$538	\$554	\$571	\$588
40-10-5458 Maintenance Agreements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5550 Radio Usage	\$2,000	\$2,060	\$2,122	\$2,186	\$2,252	\$2,320	\$2,390	\$2,462	\$2,536	\$2,612
40-10-5615 Credit Card Processing Fees	\$12,000	\$12,360	\$12,731	\$13,113	\$13,506	\$13,911	\$14,328	\$14,758	\$15,201	\$15,657
40-10-5622 Dues & Subscriptions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5630 Insurance and Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5636 Equipment Repairs/Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5638 Vehicle Repairs/Maintenance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5645 Training & Travel	\$2,000	\$2,060	\$2,122	\$2,186	\$2,252	\$2,320	\$2,390	\$2,462	\$2,536	\$2,612
40-10-5650 Mileage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5655 Other Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5700 Vehicle/Equip Replacement Fees	\$60,000	\$61,800	\$63,654	\$65,564	\$67,531	\$69,557	\$71,644	\$73,793	\$76,007	\$78,287
40-10-5701 Legal Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5742 Subsistence Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-10-5800 Eng/Consulting/Planning Fees	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628	\$5,797	\$5,971	\$6,150	\$6,335	\$6,525
40-10-8641 Transfer from	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Water and Wastewater Rate Study
City of Manvel, TX



	Budgeted			Projected						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
40-10-8700 Salary Adjustments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Administration Subtotal	\$467,580	\$481,608	\$496,059	\$510,942	\$724,273	\$740,062	\$855,326	\$872,076	\$889,331	\$907,101
Water										
40-54-5204 Chemicals	\$18,000	\$21,696	\$26,151	\$31,521	\$37,994	\$45,796	\$55,200	\$66,535	\$80,198	\$96,667
40-54-5210 Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-5212 Safety Equipment/Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-5222 Postage	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-5225 Fuel	\$1,000	\$1,030	\$1,061	\$1,093	\$1,126	\$1,160	\$1,195	\$1,231	\$1,268	\$1,306
40-54-5240 Minor Tools & Equipment	\$3,000	\$3,090	\$3,183	\$3,278	\$3,376	\$3,477	\$3,581	\$3,688	\$3,799	\$3,913
40-54-5245 Fire Hydrants	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-5310 Meter Replacement Program	\$100,000	\$115,000	\$132,250	\$152,088	\$174,901	\$201,136	\$231,306	\$266,002	\$305,902	\$351,787
40-54-5312 Other Reimbursements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-5325 Utility Billing Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-5420 Electricity	\$25,000	\$25,750	\$26,523	\$27,319	\$28,139	\$28,983	\$29,852	\$30,748	\$31,670	\$32,620
40-54-5421 Electrical Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-5435 Safety & Water Testing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-5440 Computer Maintenance/Support	\$5,000	\$5,305	\$5,628	\$5,971	\$6,335	\$6,721	\$7,130	\$7,564	\$8,025	\$8,514
40-54-5441 Computer Software	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-5445 Telephone	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883	\$17,389	\$17,911	\$18,448	\$19,001	\$19,571
40-54-5446 Uniforms	\$1,500	\$1,545	\$1,591	\$1,639	\$1,688	\$1,739	\$1,791	\$1,845	\$1,900	\$1,957
40-54-5498 Tap Connection Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-5499 Laboratory Expenses	\$13,000	\$15,134	\$17,619	\$20,512	\$23,879	\$27,799	\$32,363	\$37,676	\$43,861	\$51,062
40-54-5622 Dues & Subscriptions	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-5630 Insurance and Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-5636 Equipment Repairs/Maintenance	\$160,000	\$164,800	\$169,744	\$174,836	\$180,081	\$185,483	\$191,047	\$196,778	\$202,681	\$208,761
40-54-5638 Vehicle Repairs/Maintenance	\$6,000	\$6,180	\$6,365	\$6,556	\$6,753	\$6,956	\$7,165	\$7,380	\$7,601	\$7,829
40-54-5645 Training & Travel	\$2,000	\$2,060	\$2,122	\$2,186	\$2,252	\$2,320	\$2,390	\$2,462	\$2,536	\$2,612

Water and Wastewater Rate Study
City of Manvel, TX



	Budgeted			Projected						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
40-54-5655 Other Expenses	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-5700 Vehicle/Equip Replacement Fees	\$9,000	\$9,270	\$9,548	\$9,834	\$10,129	\$10,433	\$10,746	\$11,068	\$11,400	\$11,742
40-54-5729 Permits & Assessments	\$4,500	\$4,875	\$5,281	\$5,721	\$6,198	\$6,715	\$7,275	\$7,882	\$8,539	\$9,251
40-54-5730 Legal Notices	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-5742 Subsidence Fees	\$2,000	\$2,284	\$2,609	\$2,980	\$3,403	\$3,886	\$4,438	\$5,069	\$5,789	\$6,611
40-54-5746 Water Sample Inspection	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-5800 Eng/Consulting/Planning Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-6010 Capital Outlay - Technology	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-6020 Capital Outlay - Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-6030 Capital Outlay - Vehicle	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-6040 Capital Outlay - Furniture & Fixtures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-6070 Capital Outlay - Improvements	\$0	\$182,150	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-6203 Capital Outlay - Capitalize Taps	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-7025 WWTP to - Blowers/auto Dialer	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-8410 Depreciation Expense	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-54-8700 Salary Adjustments	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water Subtotal	\$365,000	\$575,619	\$425,589	\$461,925	\$503,137	\$549,993	\$603,390	\$664,376	\$734,170	\$814,203
Wastewater										
40-56-5203 Sludge Hauling	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-56-5204 Chemicals (Existing Plant)	\$12,500	\$15,071	\$18,171	\$21,909	\$26,416	\$31,850	\$38,402			
40-56-5204 Chemicals (MBR Plant)					\$29,034	\$36,034	\$36,034	\$53,068	\$55,068	\$57,068
40-56-5210 Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-56-5212 Safety Equipment/Supplies	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-56-5225 Fuel	\$4,000	\$4,120	\$4,244	\$4,371	\$4,502	\$4,637	\$4,776	\$4,919	\$5,067	\$5,219
40-56-5240 Minor Tools & Equipment	\$7,500	\$7,725	\$7,957	\$8,196	\$8,442	\$8,695	\$8,956	\$9,225	\$9,502	\$9,787
40-56-5312 Other Reimbursements	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-56-5325 Utility Billing Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Water and Wastewater Rate Study
City of Manvel, TX



	Budgeted			Projected						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
40-56-5419 Sludge Hauling (Existing Plant)	\$50,000	\$57,500	\$66,125	\$76,044	\$87,451	\$100,569	\$115,654			
40-56-5419 Sludge Hauling (MBR Plant)					\$71,106	\$88,882	\$88,882	\$128,848	\$136,845	\$143,954
40-56-5420 Electricity (Existing Plant)	\$35,000	\$40,250	\$46,288	\$53,231	\$61,216	\$70,398	\$80,958			
40-56-5420 Electricity (MBR Plant)					\$166,280	\$191,700	\$191,700	\$236,170	\$246,484	\$255,652
40-56-5421 Electrical Service	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-56-5432 Rental Equipment	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883	\$17,389	\$17,911	\$18,448	\$19,001	\$19,571
40-56-5445 Telephone	\$1,000	\$1,030	\$1,061	\$1,093	\$1,126	\$1,160	\$1,195	\$1,231	\$1,268	\$1,306
40-56-5446 Uniforms	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-56-5480 Contract Labor	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-56-5499 Laboratory Expenses	\$20,000	\$23,000	\$26,450	\$30,418	\$34,981	\$40,228	\$46,262	\$53,201	\$61,181	\$70,358
40-56-5500 Operator Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-56-5630 Insurance and Bonds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-56-5636 Equipment Repairs/Maintenance (Existing Plant)	\$125,000	\$128,750	\$132,613	\$136,591	\$140,689	\$144,910	\$149,257			
40-56-5636 Equipment Repairs/Maintenance (MBR Plant)					\$164,125	\$164,125	\$164,125	\$268,519	\$268,519	\$268,519
40-56-5637 Sewer Line Maintenance & Repairs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-56-5645 Training & Travel	\$2,000	\$2,060	\$2,122	\$2,186	\$2,252	\$2,320	\$2,390	\$2,462	\$2,536	\$2,612
40-56-6010 Capital Outlay - Technology	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-56-6020 Capital Outlay - Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-56-6030 Capital Outlay - Vehicle	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-56-6040 Capital Outlay - Furniture & Fixtures	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-56-6070 Capital Outlay - Improvements	\$0	\$1,933,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-56-6080 Capital Outlay - Building	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Wastewater Subtotal	\$272,000	\$2,227,956	\$320,945	\$350,430	\$814,503	\$902,897	\$946,502	\$776,091	\$805,471	\$834,046
Non-Departmental										
40-95-8510 Transfer to General Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
40-95-8590 Transfer Out - Debt Service Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0



	Budgeted			Projected						
	2020-21	2021-22	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29	2029-30
40-95-8591 Transfer Out - Veh/Equip Replace Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Non-Departmental Subtotal	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL OPERATING EXPENSES	\$1,104,580	\$3,285,183	\$1,242,593	\$1,323,297	\$2,041,913	\$2,192,952	\$2,405,218	\$2,312,543	\$2,428,972	\$2,555,350
Future Debt Service										
FY2022 Series \$0.0M (Rate Portion)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
FY2023 Series \$32.2M (Rate Portion)	\$0	\$0	\$1,003,686	\$1,003,686	\$1,003,686	\$1,003,686	\$1,003,686	\$1,003,686	\$1,003,686	\$1,003,686
FY2024 Series \$11.7M (Rate Portion)	\$0	\$0	\$0	\$448,652	\$448,652	\$448,652	\$448,652	\$448,652	\$448,652	\$448,652
FY2025 Series \$8.1M (Rate Portion)	\$0	\$0	\$0	\$0	\$337,802	\$337,802	\$337,802	\$337,802	\$337,802	\$337,802
FY2026 Series \$6.0M (Rate Portion)	\$0	\$0	\$0	\$0	\$0	\$239,031	\$239,031	\$239,031	\$239,031	\$239,031
FY2027 Series \$16.8M (Rate Portion)	\$0	\$0	\$0	\$0	\$0	\$0	\$700,508	\$700,508	\$700,508	\$700,508
FY2028 Series \$0.1M (Rate Portion)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,332	\$4,332	\$4,332
FY2029 Series \$2.7M (Rate Portion)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$121,252	\$121,252
FY2030 Series \$13.9M (Rate Portion)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$645,037
Future Debt Service Subtotal	\$0	\$0	\$1,003,686	\$1,452,338	\$1,790,140	\$2,029,171	\$2,729,679	\$2,734,011	\$2,855,263	\$3,500,300
TOTAL EXPENSES	\$1,104,580	\$3,285,183	\$2,246,279	\$2,775,635	\$3,832,053	\$4,222,123	\$5,134,897	\$5,046,554	\$5,284,235	\$6,055,650

Table A-3: Rate Portion of Future Debt Issuances (2021 Dollars)

	2021-2022	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
Water	\$0	\$6,665,394	\$8,294,028	\$3,878,550	\$2,843,352	\$0	\$106,182	\$2,744,004	\$13,921,980
Wastewater	\$0	\$26,262,042	\$3,679,344	\$4,433,124	\$3,257,472	\$17,162,826	\$0	\$0	\$283,254
TOTAL	\$0	\$32,917,436	\$11,973,372	\$8,311,674	\$6,100,824	\$17,162,826	\$106,182	\$2,744,004	\$14,205,234

Water and Wastewater Rate Study
City of Manvel, TX



Table A-4: Pro Forma Statement for Combined Utility

Combined Utility												
Line	Description	Fiscal Year Ending September 30										
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	
1	Beginning Operating Cash Balance	\$ -	\$ -	\$ 0	\$ 104,415	\$ 417,103	\$ 271,402	\$ 374,074	\$ 150,062	\$ 431,682	\$ 906,989	
2	Retail Rate Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
3	Base Charges	\$ 1,259,801	\$ 1,406,124	\$ 1,620,561	\$ 1,835,143	\$ 2,109,284	\$ 2,266,238	\$ 2,375,740	\$ 2,484,008	\$ 2,593,939		
4	Volume Charges	\$ 378,005	\$ 421,574	\$ 485,603	\$ 549,712	\$ 631,722	\$ 677,407	\$ 710,133	\$ 742,576	\$ 775,538		
5	Total Retail Rate Revenue	\$ 1,637,806	\$ 1,827,698	\$ 2,106,164	\$ 2,384,855	\$ 2,741,006	\$ 2,943,645	\$ 3,085,873	\$ 3,226,584	\$ 3,369,477		
6	Base Charge Revenue Increase Needed		0.0%	13.4%	14.9%	6.3%	2.7%	8.1%	4.6%	4.6%	9.2%	
7	Volumetric Charge Revenue Increase Needed		0.0%	30.0%	28.5%	13.5%	5.0%	12.5%	10.0%	10.0%	25.0%	
8	Overall Increase Needed		0.0%	17.3%	18.1%	8.0%	3.2%	9.1%	5.9%	5.9%	12.9%	
9	Additional Retail Rate Revenue											
10	Year 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
11	Year 2	\$ -	\$ 315,592	\$ 363,796	\$ 412,024	\$ 473,722	\$ 508,472	\$ 532,885	\$ 557,018	\$ 581,501		
12	Year 3	\$ -	\$ -	\$ 380,218	\$ 430,559	\$ 494,926	\$ 531,333	\$ 556,936	\$ 582,263	\$ 607,972		
13	Year 4	\$ -	\$ -	\$ -	\$ 189,989	\$ 218,414	\$ 234,455	\$ 245,733	\$ 256,886	\$ 268,205		
14	Year 5	\$ -	\$ -	\$ -	\$ -	\$ 88,427	\$ 94,920	\$ 99,476	\$ 103,978	\$ 108,545		
15	Year 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 267,826	\$ 280,674	\$ 293,369	\$ 306,246		
16	Year 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,649	\$ 188,960	\$ 197,412		
17	Year 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 188,960	\$ 197,412		
18	Year 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 433,600		
19	Total Additional Retail Rate Revenue	\$ -	\$ 315,592	\$ 744,014	\$ 1,032,572	\$ 1,275,489	\$ 1,637,006	\$ 1,896,353	\$ 2,171,435	\$ 2,700,894		
20	Other Operating Revenue	\$ 181,485	\$ 202,404	\$ 233,145	\$ 263,926	\$ 303,300	\$ 325,234	\$ 340,947	\$ 356,523	\$ 372,348		
21	Non-Operating Revenue	\$ 1,465,892	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000		
22	Impact Fees (50% Max Allowable)	\$ 1,665,913	\$ 2,732,097	\$ 4,007,710	\$ 4,007,710	\$ 4,864,465	\$ 4,864,465	\$ 2,484,590	\$ 2,475,070	\$ 2,484,590		
23	TOTAL REVENUE	\$ 4,951,096	\$ 5,082,790	\$ 7,096,032	\$ 7,694,062	\$ 9,189,259	\$ 9,775,350	\$ 7,812,763	\$ 8,234,612	\$ 8,932,309		
24	O&M Expenses											
25	Administrative	\$ 481,608	\$ 496,059	\$ 510,942	\$ 724,273	\$ 740,062	\$ 855,326	\$ 872,076	\$ 889,331	\$ 907,101		
26	Operational	\$ 2,803,575	\$ 746,534	\$ 812,355	\$ 1,317,640	\$ 1,452,890	\$ 1,549,892	\$ 1,440,467	\$ 1,539,641	\$ 1,648,249		
27	Non-Departmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
28	Total O&M Expenses	\$ 3,285,183	\$ 1,242,593	\$ 1,323,297	\$ 2,041,913	\$ 2,192,952	\$ 2,405,218	\$ 2,312,543	\$ 2,428,972	\$ 2,555,350		
29	Net Revenue	\$ 1,665,913	\$ 3,840,197	\$ 5,772,735	\$ 5,652,149	\$ 6,996,307	\$ 7,370,132	\$ 5,500,220	\$ 5,805,640	\$ 6,376,959		
30	Debt Service (Existing)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
31	Debt Service (Future - Total Issuance)	\$ -	\$ 1,679,933	\$ 2,290,805	\$ 2,714,861	\$ 3,026,121	\$ 3,901,756	\$ 3,907,173	\$ 4,047,170	\$ 4,771,910		
32	Debt Service (Future - Rate Portion of Total Issuance)	\$ -	\$ 1,003,686	\$ 1,452,338	\$ 1,790,140	\$ 2,029,171	\$ 2,729,679	\$ 2,734,011	\$ 2,855,263	\$ 3,500,300		
33	Total Debt Service - Rate Portion	\$ -	\$ 1,003,686	\$ 1,452,338	\$ 1,790,140	\$ 2,029,171	\$ 2,729,679	\$ 2,734,011	\$ 2,855,263	\$ 3,500,300		
34	Debt Service Coverage											
35	Required		1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	
36	Achieved	✗	0.00	2.29	2.52	2.08	2.31	1.89	1.41	1.43	1.34	
37	Annual Cash Surplus (Deficiency)	\$ 1,665,913	\$ 2,160,264	\$ 3,481,930	\$ 2,937,288	\$ 3,970,186	\$ 3,468,376	\$ 1,593,047	\$ 1,758,470	\$ 1,605,049		
38	Annual Cash Surplus (Deficiency) Exclusive of Impact Fee Revenue & Expenses	\$ 0	\$ 104,415	\$ 312,687	\$ (145,700)	\$ 102,671	\$ (224,012)	\$ 281,620	\$ 475,307	\$ 392,069		
39	Fund Balance to Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
40	Ending Operating Cash Balance	\$ 0	\$ 104,415	\$ 417,103	\$ 271,402	\$ 374,074	\$ 150,062	\$ 431,682	\$ 906,989	\$ 1,299,058		

Water and Wastewater Rate Study
City of Manvel, TX



Table A-5: Pro Forma Statement for Wastewater Utility

Wastewater Utility											
Line	Description	Fiscal Year Ending September 30									
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
1	Beginning Operating Cash Balance	\$ -	\$ -	\$ (108,364)	\$ (101,518)	\$ 210,259	\$ 162,630	\$ 310,417	\$ 114,885	\$ 227,698	\$ 447,064
2	Retail Rate Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Base Charges	\$ 677,580	\$ 756,480	\$ 872,460	\$ 988,440	\$ 1,136,820	\$ 1,221,000	\$ 1,279,380	\$ 1,336,980	\$ 1,395,360	\$ 1,395,360
4	Volume Charges	\$ 189,003	\$ 210,787	\$ 242,801	\$ 274,856	\$ 315,861	\$ 338,704	\$ 355,067	\$ 371,288	\$ 387,769	\$ 387,769
5	Total Retail Rate Revenue	\$ 866,583	\$ 967,267	\$ 1,115,261	\$ 1,263,296	\$ 1,452,681	\$ 1,559,704	\$ 1,634,447	\$ 1,708,268	\$ 1,783,129	\$ 1,783,129
6	Base Charge Revenue Increase Needed		0.0%	25.0%	20.0%	10.0%	5.0%	15.0%	0.0%	0.0%	0.0%
7	Volumetric Charge Revenue Increase Needed		0.0%	60.0%	40.0%	20.0%	10.0%	25.0%	0.0%	0.0%	0.0%
8	Overall Increase Needed		0.0%	32.6%	24.4%	12.2%	6.1%	17.2%	0.0%	0.0%	0.0%
9	Additional Retail Rate Revenue										
10	Year 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Year 2	\$ -	\$ 315,592	\$ 363,796	\$ 412,024	\$ 473,722	\$ 508,472	\$ 532,885	\$ 557,018	\$ 581,501	\$ 581,501
12	Year 3	\$ -	\$ -	\$ 271,613	\$ 307,630	\$ 353,708	\$ 379,681	\$ 397,903	\$ 415,911	\$ 434,180	\$ 434,180
13	Year 4	\$ -	\$ -	\$ -	\$ 153,815	\$ 176,854	\$ 189,841	\$ 198,951	\$ 207,956	\$ 217,090	\$ 217,090
14	Year 5	\$ -	\$ -	\$ -	\$ -	\$ 88,427	\$ 94,920	\$ 99,476	\$ 103,978	\$ 108,545	\$ 108,545
15	Year 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 267,826	\$ 280,674	\$ 293,369	\$ 306,246	\$ 306,246
16	Year 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17	Year 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
18	Year 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
19	Total Additional Retail Rate Revenue	\$ -	\$ 315,592	\$ 635,408	\$ 873,469	\$ 1,092,711	\$ 1,440,741	\$ 1,509,888	\$ 1,578,232	\$ 1,647,562	\$ 1,647,562
20	Other Operating Revenue	\$ 27,921	\$ 31,140	\$ 35,869	\$ 40,605	\$ 46,663	\$ 50,037	\$ 52,455	\$ 54,851	\$ 57,285	\$ 57,285
21	Non-Operating Revenue	\$ 1,465,892	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
22	Impact Fees (50% Max Allowable)	\$ 1,244,338	\$ 2,040,714	\$ 2,993,521	\$ 2,993,521	\$ 3,633,466	\$ 3,633,466	\$ 1,855,841	\$ 1,848,730	\$ 1,855,841	\$ 1,855,841
23	TOTAL REVENUE	\$ 3,604,733	\$ 3,357,212	\$ 4,782,559	\$ 5,173,390	\$ 6,228,020	\$ 6,686,447	\$ 5,055,130	\$ 5,192,580	\$ 5,346,317	\$ 5,346,317
24	O&M Expenses										
25	Administrative	\$ 240,804	\$ 248,030	\$ 255,471	\$ 362,137	\$ 370,031	\$ 427,663	\$ 436,038	\$ 444,666	\$ 453,551	\$ 453,551
26	Operational	\$ 2,227,956	\$ 320,945	\$ 350,430	\$ 814,503	\$ 902,897	\$ 946,502	\$ 776,091	\$ 805,471	\$ 834,046	\$ 834,046
27	Non-Departmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Total O&M Expenses	\$ 2,468,760	\$ 568,975	\$ 605,901	\$ 1,176,639	\$ 1,272,928	\$ 1,374,165	\$ 1,212,129	\$ 1,250,136	\$ 1,287,596	\$ 1,287,596
29	Net Revenue	\$ 1,135,973	\$ 2,788,238	\$ 4,176,658	\$ 3,996,751	\$ 4,955,092	\$ 5,312,282	\$ 3,843,001	\$ 3,942,444	\$ 4,058,720	\$ 4,058,720
30	Debt Service (Existing)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	Debt Service (Future - Total Issuance)	\$ -	\$ 1,339,870	\$ 1,527,587	\$ 1,753,762	\$ 1,919,956	\$ 2,795,591	\$ 2,795,591	\$ 2,795,591	\$ 2,810,042	\$ 2,810,042
32	Debt Service (Future - Rate Portion of Total Issuance)	\$ -	\$ 740,678	\$ 871,360	\$ 1,050,860	\$ 1,173,840	\$ 1,874,348	\$ 1,874,348	\$ 1,874,348	\$ 1,886,994	\$ 1,886,994
33	Total Debt Service - Rate Portion	\$ -	\$ 740,678	\$ 871,360	\$ 1,050,860	\$ 1,173,840	\$ 1,874,348	\$ 1,874,348	\$ 1,874,348	\$ 1,886,994	\$ 1,886,994
34	Debt Service Coverage										
35	Required		1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
36	Achieved	✗	0.00	2.08	2.73	2.28	2.58	1.90	1.37	1.41	1.44
37	Annual Cash Surplus (Deficiency)	\$ 1,135,973	\$ 1,448,368	\$ 2,649,071	\$ 2,242,989	\$ 3,035,136	\$ 2,516,691	\$ 1,047,410	\$ 1,146,853	\$ 1,248,678	\$ 1,248,678
38	Annual Cash Surplus (Deficiency) Exclusive of Impact Fee Revenue & Expenses	\$ (108,364)	\$ 6,846	\$ 311,778	\$ (47,629)	\$ 147,786	\$ (195,532)	\$ 112,813	\$ 219,366	\$ 315,886	\$ 315,886
39	Fund Balance to Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40	Ending Operating Cash Balance	\$ (108,364)	\$ (101,518)	\$ 210,259	\$ 162,630	\$ 310,417	\$ 114,885	\$ 227,698	\$ 447,064	\$ 762,949	\$ 762,949

Water and Wastewater Rate Study
City of Manvel, TX



Table A-6: Pro Forma Statement for Water Utility

Water Utility											
Line	Description	Fiscal Year Ending September 30									
		2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
1	Beginning Operating Cash Balance	\$ -	\$ -	\$ 108,365	\$ 205,933	\$ 206,843	\$ 108,772	\$ 63,657	\$ 35,177	\$ 203,984	\$ 459,925
2	Retail Rate Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
3	Base Charges	\$ 582,221	\$ 649,644	\$ 748,101	\$ 846,703	\$ 972,464	\$ 1,045,238	\$ 1,096,360	\$ 1,147,028	\$ 1,198,579	\$ 1,198,579
4	Volume Charges	\$ 189,003	\$ 210,787	\$ 242,801	\$ 274,856	\$ 315,861	\$ 338,704	\$ 355,067	\$ 371,288	\$ 387,769	\$ 387,769
5	Total Retail Rate Revenue	\$ 771,224	\$ 860,431	\$ 990,902	\$ 1,121,559	\$ 1,288,325	\$ 1,383,942	\$ 1,451,427	\$ 1,518,316	\$ 1,586,348	\$ 1,586,348
6	Base Charge Revenue Increase Needed		0.0%	0.0%	9.0%	2.0%	0.0%	0.0%	10.0%	10.0%	20.0%
7	Volumetric Charge Revenue Increase Needed		0.0%	0.0%	17.0%	7.0%	0.0%	0.0%	20.0%	20.0%	50.0%
8	Overall Increase Needed		0.0%	0.0%	11.0%	3.2%	0.0%	0.0%	12.4%	12.4%	27.3%
9	Additional Retail Rate Revenue										
10	Year 1	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11	Year 2	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12	Year 3	\$ -	\$ -	\$ 108,605	\$ 122,929	\$ 141,218	\$ 151,651	\$ 159,034	\$ 166,351	\$ 173,793	\$ 173,793
13	Year 4	\$ -	\$ -	\$ -	\$ 36,174	\$ 41,560	\$ 44,614	\$ 46,782	\$ 48,931	\$ 51,115	\$ 51,115
14	Year 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
15	Year 6	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
16	Year 7	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 180,649	\$ 188,960	\$ 197,412	\$ 197,412
17	Year 8	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 188,960	\$ 197,412	\$ 197,412
18	Year 9	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 433,600	\$ 433,600
19	Total Additional Retail Rate Revenue	\$ -	\$ -	\$ 108,605	\$ 159,103	\$ 182,778	\$ 196,265	\$ 386,465	\$ 593,203	\$ 1,053,332	\$ 1,053,332
20	Other Operating Revenue	\$ 153,564	\$ 171,265	\$ 197,276	\$ 223,321	\$ 256,638	\$ 275,197	\$ 288,493	\$ 301,673	\$ 315,063	\$ 315,063
21	Non-Operating Revenue	\$ -	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500	\$ 2,500
22	Impact Fees (50% Max Allowable)	\$ 421,575	\$ 691,383	\$ 1,014,189	\$ 1,014,189	\$ 1,230,999	\$ 1,230,999	\$ 628,749	\$ 626,340	\$ 628,749	\$ 628,749
23	TOTAL REVENUE	\$ 1,346,363	\$ 1,725,578	\$ 2,313,473	\$ 2,520,672	\$ 2,961,239	\$ 3,088,903	\$ 2,757,633	\$ 3,042,032	\$ 3,585,992	\$ 3,585,992
24	O&M Expenses										
25	Administrative	\$ 240,804	\$ 248,030	\$ 255,471	\$ 362,137	\$ 370,031	\$ 427,663	\$ 436,038	\$ 444,666	\$ 453,551	\$ 453,551
26	Operational	\$ 575,619	\$ 425,589	\$ 461,925	\$ 503,137	\$ 549,993	\$ 603,390	\$ 664,376	\$ 734,170	\$ 814,203	\$ 814,203
27	Non-Departmental	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28	Total O&M Expenses	\$ 816,423	\$ 673,619	\$ 717,396	\$ 865,274	\$ 920,024	\$ 1,031,053	\$ 1,100,414	\$ 1,178,836	\$ 1,267,754	\$ 1,267,754
29	Net Revenue	\$ 529,940	\$ 1,051,960	\$ 1,596,077	\$ 1,655,398	\$ 2,041,215	\$ 2,057,850	\$ 1,657,219	\$ 1,863,196	\$ 2,318,239	\$ 2,318,239
30	Debt Service (Existing)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
31	Debt Service (Future - Total Issuance)	\$ -	\$ 340,063	\$ 763,218	\$ 961,099	\$ 1,106,165	\$ 1,106,165	\$ 1,111,582	\$ 1,251,579	\$ 1,961,868	\$ 1,961,868
32	Debt Service (Future - Rate Portion of Total Issuance)	\$ -	\$ 263,008	\$ 580,978	\$ 739,280	\$ 855,331	\$ 855,331	\$ 859,663	\$ 980,915	\$ 1,613,306	\$ 1,613,306
33	Total Debt Service - Rate Portion	\$ -	\$ 263,008	\$ 580,978	\$ 739,280	\$ 855,331	\$ 855,331	\$ 859,663	\$ 980,915	\$ 1,613,306	\$ 1,613,306
34	Debt Service Coverage										
35	Required		1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25	1.25
36	Achieved	✗	0.00	3.09	2.09	1.72	1.85	1.86	1.49	1.49	1.18
37	Annual Cash Surplus (Deficiency)	\$ 529,940	\$ 711,897	\$ 832,859	\$ 694,299	\$ 935,050	\$ 951,685	\$ 545,637	\$ 611,617	\$ 356,371	\$ 356,371
38	Annual Cash Surplus (Deficiency) Exclusive of Impact Fee Revenue & Expenses	\$ 108,365	\$ 97,569	\$ 910	\$ (98,071)	\$ (45,115)	\$ (28,480)	\$ 168,807	\$ 255,941	\$ 76,184	\$ 76,184
39	Fund Balance to Debt Service	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
40	Ending Operating Cash Balance	\$ 108,365	\$ 205,933	\$ 206,843	\$ 108,772	\$ 63,657	\$ 35,177	\$ 203,984	\$ 459,925	\$ 536,109	\$ 536,109

ORDINANCE NO. 2024-O-43

AN ORDINANCE AMENDING CHAPTER 44 “OFFENSES AND MISCELLANEOUS PROVISIONS” OF THE CODE OF ORDINANCES OF THE CITY OF MANVEL, TEXAS, BY AMENDING ARTICLE VIII. “SEXUAL OFFENDERS” TO REVISE REGULATIONS PERTAINING TO SEXUAL OFFENDERS; 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, determines it in the best interest of the health, safety, and welfare of the citizens of the City to amend Chapter 44 of the City Code by revising regulations that pertain to sexual offenders; and

WHEREAS, the City Council finds that the adoption of this ordinance is in the best interest of the citizens of Manvel; 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. Chapter 44 of the Code of Ordinances of the City of Manvel is hereby amended by amending *Article VIII “Sexual Offenders”* to read and provide as follows:

“Chapter 44 - OFFENSES AND MISCELLANEOUS PROVISIONS

...

ARTICLE VIII. - SEXUAL OFFENDERS

Sec. 44-155. - Findings and Intent.

(a) The city finds that repeat sexual offenders, sexual offenders that use physical violence and sexual offenders who prey on children are sexual predators who present an extreme threat to the public safety. Sexual offenders are extremely likely to use physical violence and to repeat their

offenses and most sexual offenders commit many offences, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes.

(b) This makes the cost of sexual offender victimization to society at large, while incalculable, clearly exorbitant.

(c) It is the intent of this article to serve the city's compelling interest to promote, protect and improve the health, safety and welfare of the citizens of the city by creating areas around locations where children regularly congregate in concentrated numbers wherein certain sexual offenders and sexual predators are prohibited from establishing temporary or permanent residences.

Sec. 44-156. - 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:

Permanent residence means a place where the person abides, lodges or resides for 14 or more consecutive days.

Property owner means any owner of record, person who has contractual responsibility for the property, or person who has the legal right of possession of the property. There shall be a rebuttable presumption in prosecution under this chapter that the person who is listed on the tax records for the county wherein the property is situated is the property owner. There shall be a rebuttable presumption in prosecutions under this chapter that the person listed on the account for utility services furnished by the City of Pearland is the person who has the legal right of possession of the property.

Public park means any land designated for public recreation that is owned, leased or maintained by the City of Manvel.

Temporary residence means a place where the person abides, lodges or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where the person routinely abides, resides or lodges for a period of four or more consecutive or nonconsecutive days in any month and which is not the person's permanent residence.

Sec. 44-157. - Sexual offenders residence prohibition; penalties; exceptions.

(a) If a person is required to register on the Department of Public Safety's Sex Offender Database because of a violation involving a victim who was less than seventeen (17) years of age, it is unlawful for that person to establish a permanent residence or temporary residence within two thousand (2,000) feet of any premises where children commonly gather, including a playground, school, day care facility, video arcade facility, public or private youth center, or public swimming pool, as those terms are defined in V.T.C.A, Health and Safety Code § 481.134. It shall be prima facie evidence that this chapter applies to such a person if the person's

record appears on the database and the database indicates that the victim was less than seventeen (17) years of age.

(b) If a person is required to register on the Department of Public Safety's Sex Offender Database because of a violation involving a victim who was less than seventeen (17) years of age, it is unlawful for that person to maintain a permanent residence or temporary residence within two thousand (2,000) feet of any premises where children commonly gather, including a playground, school, day care facility, video arcade facility, public or private youth center, or public swimming pool, as those terms are defined in V.T.C.A, Health and Safety Code § 481.134. It shall be prima facie evidence that this chapter applies to such a person if the person's record appears on the database and the database indicates that the victim was less than seventeen (17) years of age.

(c) For the purpose of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the premises where children commonly gather, as described herein, or in the case of multiple residences on one property, measuring from the nearest wall of the building or structure occupied or the parking/driveway, whichever is closer to the nearest property line of the premises where children commonly gather, as described herein.

(d) Each day that a permanent residence or temporary residence is maintained in violation of section 44-156 shall constitute a separate violation.

(e) Penalty. Any person violating a provision of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalty section 1-11 of the Code of Ordinances.

(f) Defenses. Nothing in this ordinance shall be interpreted to modify or reduce the state's child safety ban. A person, as described in subsections (a) or (b), residing within two thousand (2,000) feet of those places where children commonly gather does not commit a violation of this chapter if any of the following apply:

(1) The person established the permanent or temporary residence and has complied with all the sex offender registration laws of the State of Texas and City of Manvel, prior to the date of the adoption of this ordinance.

(2) The person was a minor when he/she committed the offense and was not convicted as an adult.

(3) The person is a minor.

(4) The premises where children commonly gather, as specified herein, within two thousand (2,000) feet of the person's permanent or temporary residence was opened after the person established the permanent or temporary residence and complied with all sex offender registration laws of the State of Texas.

(5) The person provides adequate documentation showing that the information on the database is incorrect and that, if corrected, this chapter would not apply to the person.

~~[It is unlawful for any person who has been convicted of a violation of V.T.C.A., Penal Code §§ 43.25, 43.26, 21.08, 21.11, 22.011, 22.021, 25.02, regardless of whether the adjudication was deferred, in which the victim of the offense was less than 16 years of age, to establish a permanent residence or temporary residence within 1,000 feet of any premises where children commonly gather, including but not limited to, a school, day care facility, playground, public or private youth center, public swimming pool, or video arcade facility, as those terms are defined in V.T.C.A., Health and Safety Code § 481.134.~~

~~(1) Requirement procedure. For the purpose of determining the minimum distance separation, the requirement shall be measured by following a straight line from the outer property line of the permanent or temporary residence to the nearest property line of the premises where children commonly gather, as described herein.~~

~~(2) Exceptions. A person residing within 1,000 feet of those places where children commonly gather, as specified herein does not commit a violation of this article if any of the following apply:~~

~~a. The person established the permanent or temporary residence and has complied with all the sex offender registration laws of the state, prior to the date of the adoption of the ordinance from which this article is derived;~~

~~b. The person was a minor when he committed the offense and was not convicted as an adult;~~

~~c. The person is a minor; or~~

~~d. The premises where children commonly gather, as specified herein, within 1,000 feet of the person's permanent or temporary residence was opened after the person established the permanent or temporary residence and complied with all sex offender registration laws of the state.]~~

Sec. 44-158. - Property owner prohibitions; ~~[owners prohibited from renting real property to sexual offenders;]~~ penalties.

(a) It is unlawful to let or rent any place, structure or part thereof, manufactured home, trailer, or other conveyance, with the knowledge that it will be used as a permanent residence or temporary residence by any person prohibited from establishing such permanent residence or temporary residence pursuant to the terms of this article, if such place, structure or part thereof, manufactured home, trailer, or other conveyance, is located within 2,000 ~~[1,000]~~ feet of any premises where children commonly gather, including but not limited to, a school, day care facility, playground, public or private youth center, public swimming pool, or video arcade facility, as those terms are defined in V.T.C.A., Health and Safety Code § 481.134.

(b) It is unlawful for a property owner to knowingly allow a person who is prohibited from establishing a permanent residence or temporary residence pursuant to the terms of this chapter to establish a permanent residence or temporary residence on his or her property if such property is located within two thousand (2,000) feet, as defined in section 44-156, of any premises where children commonly gather, including a playground, school, day care facility, video arcade facility, public or private youth center, or public swimming pool, as those terms are defined in V.T.C.A., Health and Safety Code § 481.134. It shall be prima facie evidence that this section applies to such a person if the person's record appears on the database and the database indicates that the victim was less than seventeen (17) years of age.

(c) It is unlawful for a property owner to knowingly allow a person who is prohibited from establishing a permanent residence or temporary residence pursuant to the terms of this chapter to maintain a permanent residence or temporary residence on his or her property if such property is located within two thousand (2,000) feet, as defined in section 20-83(b), of any premises where children commonly gather, including a playground, school, day care facility, video arcade facility, public or private youth center, or public swimming pool, as those terms are defined in V.T.C.A., Health and Safety Code § 481.134. It shall be prima facie evidence that this section applies to such a person if the person's record appears on the database and the database indicates that the victim was less than seventeen (17) years of age.

(d) Each day that a property owner allows a permanent residence or temporary residence to be maintained in violation of section 44-156 shall constitute a separate violation.

(e) Penalty. Any property owner violating a provision of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalty section 1-11 of the Code of Ordinances.

Sec. 44-159. – ~~[Reserved.]~~ Sex offenders prohibited from entering public parks.

It is unlawful for any person to enter a public park if the person is required by law to register on the Department of Public Safety's Sex Offender Database because of a violation involving a victim who was less than seventeen (17) years of age.”

Section 3. 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 4. 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 5. 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

RESOLUTION 2024-R-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MANVEL, TEXAS, ADOPTING GUIDELINES AND CRITERIA FOR THE NAMING OF PUBLIC FACILITIES

WHEREAS, the City Council of the City of Manvel recognizes the importance of assigning appropriate and meaningful names to public facilities, including parks, buildings, streets, and other infrastructure; and

WHEREAS, the City Council seeks to establish a fair and consistent process for naming public facilities that reflects the City's heritage, diversity, values, and the contributions of its citizens; and

WHEREAS, the City Council desires to promote transparency and encourage community participation in the naming of public facilities; and

WHEREAS, the City Council deems it necessary and in the best interest of the City to adopt formal guidelines and criteria for the naming of public facilities.

NOW, THEREFORE, Be it resolved by the City Council of the City of Manvel that the Council hereby adopts the attached "Guidelines and Criteria for the Naming of Public Facilities."

PASSED AND APPROVED by the City Council on this _____ day
of _____ 2024.

Dan Davis

Mayor

ATTEST:

Tammy Bell
City Secretary



CITY OF MANVEL

Outdoor Facility Use Policy

Adopted June 17, 2024

1. PURPOSE AND SCOPE:

1.1 The City of Manvel has limited facilities that may offer opportunities for public use. This Outdoor Facility Use Policy is designed to govern the use of City-owned facilities by non-profit and not-for-profit groups and/or organizations that are not directly associated with the City of Manvel ("City"). This policy describes the terms, conditions, allowable uses, and user qualifications required for the utilization of Available Facilities, as defined in Section 4 below. These standards are intended to facilitate orderly processing of reservation requests and to preserve the non-public forum status of the facilities.

1.2 This Facility Use Policy covers the facilities designated in Attachment A and all other City-owned outdoor facilities that become available in the future for public use and do not have other specific facility rental and use policies.

2. GENERAL:

2.1 Facilities of the City of Manvel are primarily designed to accommodate the programs, activities, and meetings of various City departments, the City Council, and City boards and commissions. It is intended that these facilities be used to the fullest extent for these primary purposes. Accordingly, City government functions shall in all cases take precedence over all other activities at any City facility.

3. INTERPRETATION AND IMPLEMENTATION:

3.1 The City Manager shall have the authority to interpret the Outdoor Facility Use Policy. The City Manager and/or the City Manager's designee shall have the responsibility to administer and enforce the Outdoor Facility Use Policy, and shall have the authority to deny or terminate the use of a facility if a determination is made that the use does not conform to the requirements of the Outdoor Facility Use Policy. At the discretion of the City Manager, the City may waive any requirement of this policy if the result of said waiver would be in the best interest of the City.

4. AVAILABLE FACILITIES:

4.1 The designated outdoor facilities listed in Attachment A ("Available Facilities" *as may be amended in the future*), when not being used by the City, may be reserved for use by non-city government, non-profit or not-for-profit community organizations or groups, provided the requirements of this Outdoor Facility Use Policy are met.

4.2 Use of the City Council Chambers and City Hall Building conference rooms shall be

reserved solely for use by City staff, City of Manvel decision-making and other appointed bodies in furtherance of official City of Manvel business.

5. AUTHORIZED USERS:

5.1 Non-profit and not-for-profit organizations and groups, consisting primarily of Manvel residents or benefiting the City of Manvel and/or the community by educational, civic, and/or cultural means (hereinafter "Groups"), may reserve Available Outdoor Facilities for meetings and events. Groups may not charge admission fees to participants attending the meetings or events.

5.2 Fundraising Activities:

5.2.1 Permissible Fundraising: Fundraising activities must be clearly stated in the application and approved by the city. Activities should align with the mission of the non-profit and benefit the community.

5.2.2 Sales and Solicitations: Any sales or solicitations must comply with local, state, and federal regulations. Appropriate permits for sales and solicitations must be obtained separately if required.

6. PROHIBITED USES:

6.1 City facilities **shall not** be used for the following:

- Any commercial business, fee-based or promotional activity;
- Any non-fundraising events involving the sale, advertising, or promotion of products or services;
- Private social functions, such as showers, birthday parties, dances, etc.;
- Any political fundraisers, political advocacy, or other partisan political meetings, rallies, or campaign activities/events;
- Any meeting or activity whose noise levels will interfere with activities in City offices or adjacent properties;
- Any illegal activity;
- Any purposes contrary to federal, state, or local laws;
- Any other use deemed inappropriate by the City Manager.

7. RESERVATION POLICIES AND PROCEDURES:

7.1. Anyone desiring to utilize Available Outdoor Facilities are required to complete a City of Manvel Outdoor Facility Use Application and pay the associated fees (Attachment B1). The individual signing the Application (the "Applicant") must be 18 years of age or older. The Applicant is responsible for the event and will be held responsible for all actions, behavior, and damages caused by his/her guests/attendees.

7.2 The completed application form (Attachment B: Outdoor Facility Use Request Form) should be submitted at least 30 days prior to the proposed event date. Late applications may be considered on a case-by-case basis but are subject to availability. An application must contain all requested information. Prior approval does not guarantee future approval.

7.3 When submitting the Outdoor Facility Use Request Form, the Applicant also must submit the Outdoor Facility Use Policy Compliance and Indemnification and Hold Harmless Agreement (Attachment C).

7.4 Application forms may be obtained at the Permits Department between the hours of 7:30 a.m. and 5:30 p.m., Monday through Thursday, or 7:30 a.m and 11:30 am on Friday, or on the City's website, www.cityofmanvel.com.

7.5 Applicants may be required to provide the following verification:

For the Applicant:

- Proof of residency

For the Organizations/Groups:

- Proof of 51% member residency (for Groups) in the city limits of Manvel through membership roster (including names and home/business addresses);
- Community benefit; and/or
- Non-profit status, if applicable.

7.6 Approval of applications for events and meetings in Outdoor Available Facilities will be considered in accordance with the conditions for use:

- Setup and Cleanup:** Users are responsible for all setup and cleanup activities. The site must be returned to its original condition immediately following the event. Failure to do so may result in forfeiture of the security deposit and additional charges.
- Public Safety:** Users must ensure adequate measures for crowd control, emergency access, and overall public safety. This may include hiring security personnel if deemed necessary by the city.
- Prohibited Activities:** Activities that are unlawful, unsafe, or could cause damage to public property are prohibited. The city reserves the right to terminate the event if such activities occur.
- Alcohol:** The sale or consumption of alcohol is prohibited unless specifically approved by the City of Manvel and all necessary permits are obtained.
- Noise Levels:** Noise levels must comply with city ordinances. Amplified sound requires prior approval and must be monitored to avoid disturbing surrounding areas.
- Vendors:** All vendors must be approved by the City of Manvel and must obtain any necessary permits and licenses.
- Parking and Traffic Control:** Users must provide a parking and traffic control plan if required. The plan must ensure safe and efficient traffic flow and parking arrangements.
- Waste Management:** Users must provide adequate waste management facilities (e.g., trash bins, recycling bins, porta cans) and ensure proper disposal of waste. Failure to manage waste appropriately may result in additional cleanup fees.
- i) The applicant(s) or group is based in the City of Manvel, or a majority of its members reside in the city limits of Manvel, or the proposed use is deemed a community benefit.
- j) The event is requested in sufficient lead-time for staff to determine impact upon the facility and previously scheduled events.
- k) The Applicant agrees to indemnify and hold harmless the City, and is capable of carrying sufficient liability insurance, if required.

If the application is denied, the Group may appeal the decision to the City Manager. The City Manager's decision shall be final.

7.7 Applicant shall be present at all times while the City facilities are being used. Non-compliance may result in denial of future requests.

7.8 Any use after business hours requires special approval of the City Manager and is subject to the availability of supervisory personnel. Staffing and facilities may not be available due to other City obligations. A charge for staffing facilities after business hours will be required. The number of staff required will be at the discretion of the City. For purposes of this policy, the term "Business Hours" shall mean 7:30 a.m. to 5:30 p.m., Monday through Thursday and 7:30 a.m. to 11:30 a.m. Friday, regardless of the extended operational hours of the department.

7.9 The City reserves the right to require security whenever it deems it appropriate. Cost of security is the responsibility of the Applicant. If security is deemed necessary, the Applicant submitting the reservation request must make arrangements with the Manvel Police Department for an off-duty officer(s) and shall pay the cost of a Manvel police officer to be present during the reservation period. Approval of reservation requests where security is required are subject to the availability of an off-duty Manvel police officer(s) to be present during the reservation period. Rates for off-duty Manvel police officers and scheduling information is set forth in Attachment D.

7.10 Due to the size and nature of an event, the City may require a Special Event Permit and/or general liability insurance for bodily injury and property damage be acquired by the Group with policy limits set by the City, and naming the City as an additional insured. **A Special Event Permit has separate deadlines that may require an earlier submittal of an Outdoor Facility Use Request Form; the Applicant is responsible for being knowledgeable about all appropriate deadlines.**

7.11 The City reserves the right to cancel any and all reservations without providing any other accommodations in the event the outdoor facility is needed for municipal government purposes, or if the facility becomes unavailable due to unforeseen maintenance or safety issues.

7.12 A Group may not assign or transfer its reservation to another Group.

8. CANCELLATION AND REFUNDS:

8.1 **Cancellation by User:** Users must notify the Permit Department at least 5 days in advance if the event is canceled. Fees may be refunded based on the city's refund policy.

8.2 **Cancellation by City:** The City of Manvel reserves the right to cancel any event due to inclement weather, emergencies, or other unforeseen circumstances. In such cases, fees may be refunded or the event may be rescheduled.

9. GENERAL RULES AND REGULATIONS:

For the facilities to be enjoyed by everyone, the following basic rules of good conduct must be observed at all City facilities:

9.1 No alcoholic beverages or illegal substances shall be served upon, consumed upon, or brought into the City facility.

- 9.2 No sparklers, open flames, or burning candles are permitted.
- 9.3 No pyrotechnic devices or fog machines are allowed inside the City facility.
- 9.4 Use of any glitter, confetti, or streamers is prohibited.
- 9.5 All City facilities shall be left in good, clean condition.
- 9.6 The Applicant will be responsible for the provision of any specific non-facility Americans with Disabilities Act (ADA) required accommodations.
- 9.7 No Group may consider a City facility its permanent meeting place, use for storage, or use any Outdoor City facility as its mailing address.
- 9.8 All minors, individuals younger than 18 years of age, must be accompanied by an adult, with no more than ten (10) minors per one (1) adult.

10. EQUIPMENT:

10.1 The use, alteration, removal, damage, or destruction of any City equipment is strictly prohibited, inclusive of technological devices and computers. The Applicant will be held responsible for any damages to any City-owned property or equipment.

11. DISCLAIMER:

11.1 Use of Outdoor City facilities does not constitute City endorsement of the viewpoints, beliefs, ideas, or policies expressed by organizations or individuals using the space, and may not be advertised or implied as having such approval or endorsement.

12. USE OF CITY NAME OR LOGO:

12.1 The use of the City of Manvel name is strictly prohibited by any organization or person for any purpose in connection with the use of an outdoor facility for publicity or otherwise, except to identify the location of the event. Unapproved use of the City of Manvel name or logo may be grounds for termination of the use agreement and may be subject to other legal actions.

13. NON-DISCRIMINATION:

13.1 The City will not discriminate against any person or persons because of their age, sex, race, religion, color, or natural origin, nor will the City permit individuals or Groups making the reservation to engage in such discrimination.

14. RELEASES OF LIABILITY:

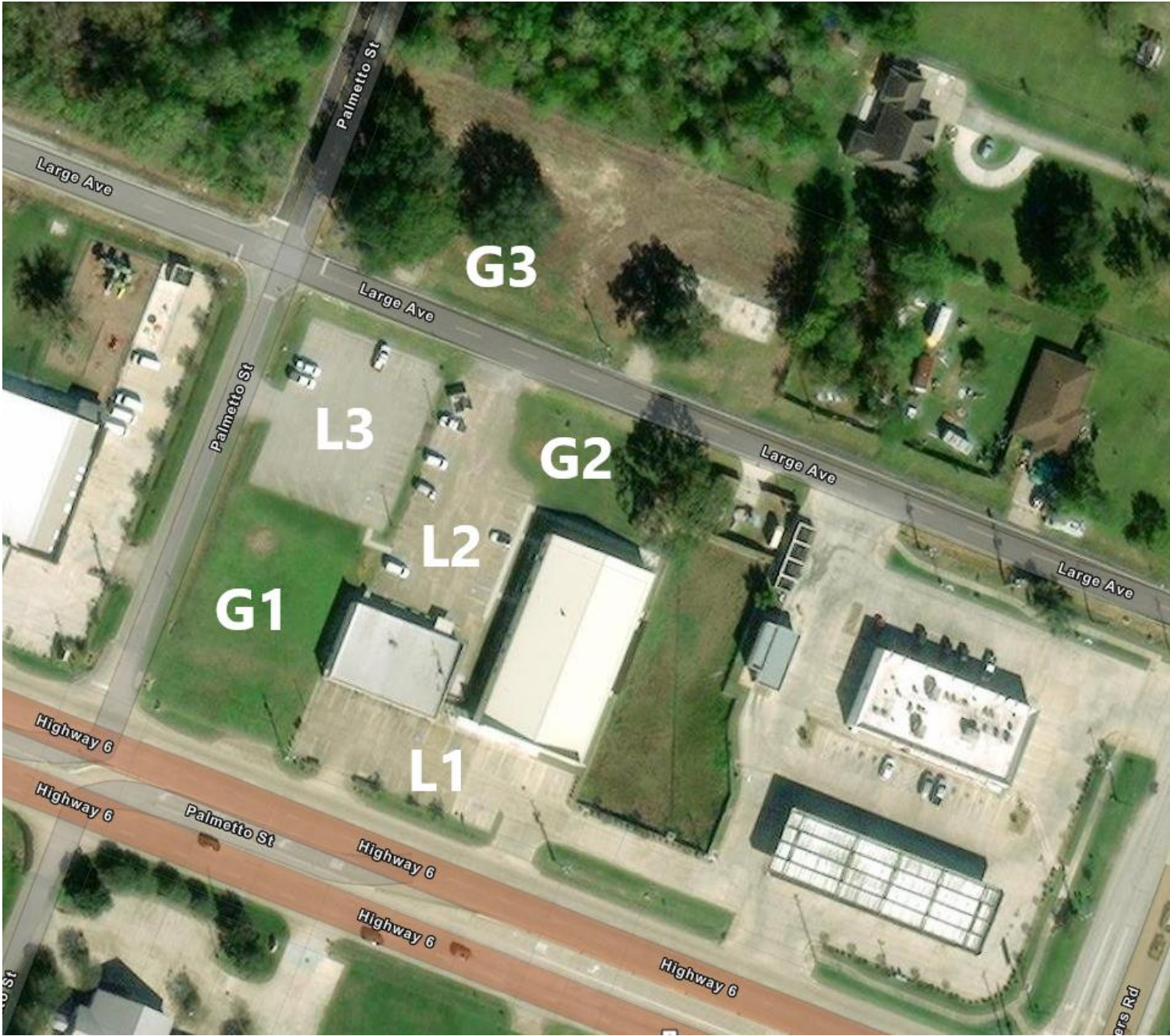
14.1 The City assumes no responsibility for personal injury or injury to or loss of property brought or placed in the facility in connection with the use of the facility.

14.2 By submitting the Outdoor Facility Use Application, the Applicant agrees in writing (i) to comply with the Outdoor Facility Use Policy and (ii) to indemnify and hold harmless the City of Manvel, its officers, agents, servants, and employees from and against any and all claims or suits for bodily injury, illness, death, personal injury, or property damage (including, without limitation, reasonable fees and expenses of attorney, expert witnesses and other consultants) arising out of Applicant's use of the facility, or arising out of any act or omission committed by the Applicant, its officers, employees, agents, guest, and invitees, in connection with the activities conducted under this Agreement. **THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT SHALL SPECIFICALLY INCLUDE ANY CLAIMS ARISING FROM THE NEGLIGENCE OF THE CITY, ITS AGENTS, OFFICIALS, AND EMPLOYEES.**



ATTACHMENT A: List of Available Facilities

Facility	Available Space	Staff Contact
Manvel City Hall	See Map	Permitting Department (281)489-0630 permits@cityofmanvel.com





Attachment B: Outdoor Facility Use Request Form

Please Note: All reservations are taken on a first-come, first-served basis. Fees and/or Deposits for Off-Duty Officer Reservations and City staffing (if necessary) are due prior to reservation confirmation.

Instructions

Please complete all sections of this application form and submit it to the City of Manvel Permits Department at least 30 days prior to the proposed event or fundraiser date. Incomplete applications may result in delays or denial of your request.

Applicant Information

Name of Organization: _____

Non-Profit Status (IRS 501(c)(3) or equivalent): ☐ Yes ☐ No
(Attach proof of non-profit status)

Contact Person: _____

Position/Title: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Email: _____

Event/Fundraiser Information

Name of Event/Fundraiser: _____

Type of Event/Fundraiser: _____

Description of Event/Fundraiser:

Proposed Date(s): _____

Proposed Time(s): _____

Location Requested (specific park, plaza, etc.): _____

Estimated Number of Attendees: _____

Purpose and Community Benefit of Event/Fundraiser:

Site Plan

Attach a detailed site plan including the layout, structures, equipment, and any other relevant details.

Insurance

Insurance Company: _____

Policy Number: _____

Coverage Amount: _____

(Attach a certificate of insurance naming the City of Manvel as an additional insured)

Additional Requirements

Will your event/fundraiser require any of the following? (Check all that apply)

- ☐ Electricity
- ☐ Water
- ☐ Temporary Structures (tents, stages, etc.)
- ☐ Sound Equipment
- ☐ Food/Beverage Sales
- ☐ Merchandise Sales
- ☐ Security Personnel
- ☐ Waste Management Services

Fees and Deposits

Permit Fee: _____

Security Deposit: _____

Additional Costs (if applicable): _____

Compliance and Agreement

By signing below, I certify that I am authorized to represent the above-named non-profit organization. I agree to comply with all terms and conditions set forth by the City of Manvel for the use of outdoor public property. I understand that failure to adhere to these terms may result in the revocation of the permit and/or additional charges.

Applicant Signature: _____ **Date:** _____

Printed Name: _____

Position/Title: _____

Approval (For City Use Only)

Date Application Received: _____

Reviewed By: _____

Approval Status: ☐ Approved ☐ Denied

Permit Issued: ☐ Yes ☐ No

Permit Number: _____

Conditions of Approval/Reasons for Denial:

Authorized City Representative Signature: _____

Date: _____

Submission

Submit this completed application and all required attachments to:

City of Manvel Permits Department
20025 Hwy 6
Manvel, TX 77578
Phone: 281-489-0630
Email: permits@cityofmanvel.com
Website: www.cityofmanvel.com



ATTACHMENT B1: FEE SCHEDULE FOR OUTDOOR FACILITY USE

OTHER GOVERNMENTAL BODIES:	NO FEE
NON-PROFITS:	\$25.00
PUBLIC USE:	\$50.00
REFUNDABLE DAMAGE DEPOSIT FOR NON-PROFITS:	\$50.00
REFUNDABLE DAMAGE DEPOSIT FOR PUBLIC USE:	\$100.00
PUBLIC USE EVENTS REQUIRING OUTDOOR WATER USAGE (i.e. Carwash)	\$50.00

***ADDITIONAL FEES MAY BE REQUIRED SUBJECT TO USE OF CITY RESOURCES AND WILL BE CALCULATED AND COMMUNICATED TO YOU UPON STAFF REVIEW OF APPLICATION.**



**Outdoor Facility Use Policy Compliance And
Indemnification and Hold Harmless Agreement**

(Attach with Request Form and Return to Permit Department)

The Applicant acknowledges that the City assumes no responsibility for personal injury or injury to or loss of property brought or placed in the facility in connection with the use of the facility. **Applicant agrees to indemnify and hold harmless, and by executing this application and agreement, does indemnify and hold harmless the City of Manvel, its officers, agents, servants, and employees from and against any and all claims or suits for bodily injury, illness, death, personal injury, or property damage (including, without limitation, reasonable fees and expenses of attorney, expert witnesses, and other consultants) arising out of Applicant's use of the facility, or arising out of any act or omission committed by the Applicant, its officers, employees, agents, guests, and invitees, in connection with the activities conducted under this agreement. THIS INDEMNIFICATION AND HOLD HARMLESS AGREEMENT SHALL SPECIFICALLY INCLUDE ANY CLAIMS ARISING FROM THE NEGLIGENCE OF THE CITY, ITS AGENTS, OFFICIALS, AND EMPLOYEES.**

Please thoroughly read through the Outdoor Facilities Use Policy attached to this form. By signing below, you are stating that you understand the rules and regulations pertaining to Manvel outdoor facilities and their proper use. Furthermore, you fully agree to abide by and uphold these rules throughout your reservation and leave the facility in the same condition in which you found it. Failure to abide by these rules may result in forfeiture of security deposit and denial of future use of City of Manvel facilities.

Signature of Applicant:_____

Printed Name of Applicant:_____

Date:_____



Off-Duty Police Requests Contact:

Chris Day
Patrol Captain
Manvel Police Department
6615 North Masters Road
Manvel, Texas 77578
Office: 281-489-1212
Fax: 281-489-4401
cday@manvelpd.org

Rates for Off-Duty Officers:

Rates for Off-Duty Officers are based on industry standards.
Should your event require an off-duty officer, there is a **2-hour minimum**.
Please contact the Off-Duty Officer contact for current rates.

***Rates and fees are subject to change without notice and are based on the rates/fees in effect at the time of the Outdoor Facility Use Request Form being received by the City.**



CITY OF MANVEL

20031 HIGHWAY 6 • MANVEL, TEXAS 77578
PHONE 281-489-0630

GUIDELINES AND CRITERIA FOR THE NAMING OF PUBLIC FACILITIES

Introduction

The City Council of the City of Manvel may, at its discretion, name buildings and/or facilities. The following criteria and process shall be used by the City when suggestions are made for the naming of such buildings and/or facilities:

Criteria

1. These criteria will be applied to buildings and facilities available to and operated for the benefit of the public and under the management and responsibility of the City of Manvel.
2. Facilities* may be named after individuals (either living or deceased), organizations or entities consistent with criteria set out in these guidelines. Symbolic names reflecting historical or special events or circumstances may be used at the discretion of the City Council.
3. The naming of a facility must be consistent with the positive image of the community.
4. Consideration should be given to including the function of the building to the extent practical, such as “library” or “activities building.”
5. Facilities already named according to the criteria listed below should not be renamed. Renaming of other facilities should only be made after careful consideration is given to the significance of the existing names versus the name being suggested.
6. The naming will depend on the historical, financial, or civic contributions made to Manvel. Facilities may be named for individuals, families, organizations, or entities that have significantly contributed to the community or the development or completion of a facility or project. Any one or a combination of all these criteria may be considered when making decisions.
7. As a result of approved naming, plaques, markers, and memorials requested to be located on City Property or City Facilities must be in accordance with City Standards. The location, size, writing, materials, etc., require approval by the designated City Staff and should be designed to blend with/complement the existing Park or Facility.

*Facilities shall be defined as: Building Sites, parks, roadways, other structures or any City-owned property.

Historical/Symbolic Criteria: Facilities may be named for individuals, families, organizations or entities who, for historical or symbolic reasons, have contributed to the community. Nominated individuals shall be limited to those deceased for a minimum of five years. When considering individuals or families under this category, criteria will include their character, service to the community, leadership and inspiration to others.

Civic Contributions Criteria: Individuals selected within this category can be either living or deceased and should be selected after many years of service to the community and in consideration of their positive impact on the development and well-being of the community as a whole. These decisions should be made objectively, without consideration to illness, misfortune or incidents creating emotional responses. Organizations should be selected according to the same criteria.

Financial Benefactor Criteria: Individuals (living or deceased), organizations or entities chosen under this category shall make, or have made a significant financial contribution toward the facility. Significant financial contributions will be measured by the impact of a single contribution made towards the successful conclusion or continuing operation of the facility to be named. Depending on the impact, the naming could be for the entire facility or some portion of the building (i. e., a room).

Process of Selection

1. Application Process. Individuals, organizations or entities seeking to have a facility named shall complete an application. An application form shall be prepared consistent with the criteria established in these guidelines and provided for that purpose. The application shall be submitted to and reviewed by city staff and referred to City Council for action.
2. Selection Committee. Upon receipt of an application or by the request of City Council, an ad hoc selection committee may be established when deemed necessary, by the mayor with concurrence of City Council. The committee may be utilized to review and make recommendations to Council regarding applications received. Additionally, the committee may be asked to solicit or generate names for naming or renaming other facilities that will be used by a large segment of the public. Selection committee members should consist of a maximum of five citizens of Manvel. Consideration for membership should be given to appointing members of relevant standing city committees in addition to citizens at large.
3. Decision. After due consideration, the Selection Committee shall forward to City Council its recommendation for approval or denial of an application and/or a recommendation for a name for a facility along with the justification(s) for said approval, denial or recommendation. The selection of a name for a facility shall be made by City Council.

RESOLUTION NO. 2024-R-32

A RESOLUTION OF THE MANVEL CITY COUNCIL
OF THE CITY OF MANVEL

**NOMINATING CANDIDATE(S) FOR A POSITION ON THE BOARD OF DIRECTORS OF
THE BRAZORIA COUNTY APPRAISAL DISTRICT**

WHEREAS, those eligible taxing units participating in the Brazoria County Appraisal District have the right and responsibility to nominate up to five candidate(s) to fill the five (5) positions of the Board of Directors of the Brazoria County Appraisal District for a term of office commencing on January 1, 2025; and

WHEREAS, this governing body desires to exercise its right to nominate the said candidate(s) for such position on said board of directors; now, therefore

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Brazoria County Appraisal District to be filled by those eligible taxing units participating in the Brazoria County Appraisal District.

Name & Address: AS REFLECTED ON THE ATTACHED EXHIBIT
Name & Address: _____
Name & Address: _____
Name & Address: _____
Name & Address: _____

Section 3. That the presiding officer of the governing body of this taxing unit be, and that he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Brazoria County Appraisal District on or before October 15, 2024.

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

Presiding Officer

ATTEST:

Secretary

NOMINATIONS

YOU MAY CHOOSE A TOTAL OF FIVE NOMINEES
FROM CURRENT MEMBERS AND/OR NEW NOMINEES

- | | | |
|----|--------------------------|-----------------------|
| 1. | ☐ | <u>Tommy King</u> |
| 2. | ☐ | <u>Patrick O'Day</u> |
| 3. | ☐ | <u>Gail Robinson</u> |
| 4. | ☐ | <u>George Sandars</u> |
| 5. | ☐ | <u>Susan Spoor</u> |

Please provide name and address for new nominees

6. ☐ _____
 7. ☐ _____
 8. ☐ _____
 9. ☐ _____
 10. ☐ _____

PLEASE ATTACH YOUR RESOLUTION TO THIS FORM

SUBMITTED BY: _____

VOTES ENTITLED TO:

VOTES CAST:



MANVEL CITY COUNCIL DATA SHEET

MEETING DATE: October 7, 2024

TOPIC: Consideration and possible action to approve requested variances to requirements of the Manvel Town Center Planned Unit Development (PUD), provided in Exhibit E of Ordinance 2017-O-33, Section IV. *Project/Plan Description* pertaining to:

- (Section IV (C) (5)) - Minimum parking requirements.
- (Section IV (C) (8)) - Allowance for open storage; and
- (Section IV (E) (4) (c)) - Lettering height for wall-mounted signage.

BACKGROUND: According to the Manvel Town Center PUD Exhibit E, IV. Project/Plan Description, C. Development Guidelines, *“any change to the guidelines below or other applicable regulations shall require a variance granted by the City of Manvel City Council.”* Based on this provision, the following variances were granted for the development of HEB:

1. Minimum One-Way Aisle Width: In November 2022, a variance was granted to reduce the minimum one-way aisle width from 25 feet to 18 feet along a 60-degree parking angle.
2. Maximum Height for Main HEB Wall Sign: In September 2023, a variance was granted for the main HEB wall sign, permitting a maximum height of 120 inches.

Weitzman Group (the applicant) and representatives of Lowes have been in discussion with staff regarding development of a 107,135 square feet Lowe’s store with 34,442 square feet garden center at Manvel Town Center. Upon reviewing the requirements of the Manvel Town Center PUD, Lowe’s found that their standard prototype design and operation deviates from certain requirements of the PUD. The applicant intended to initiate an amendment to the PUD requirements. However, due to an unforeseen delay in getting authorization signatures from all property owners, the applicant is requesting the following variances to allow the development of the proposed Lowes in a timely manner:

1. Parking Reduction: Reduce the required number of parking spaces from 5.0 spaces to 4.0 spaces per 1,000 square feet of gross leasable floor area, plus an additional 2.0 parking spaces for each 1,000 square feet of the floor area designated as an outdoor garden center.
2. Use of Off-Street Parking for Open Storage: Allowance to utilize a maximum of 12% of off-street parking spaces for long-term and seasonal storage of inventory, equipment, vehicles, or other business-related property.
3. Signage Height: Permit a maximum height of 120 inches for the main Lowe’s wall sign. According to the PUD, for Anchor Tenants over 80,000 square feet, “Wall mounted signage may not exceed 92” in overall height.”

Staff Findings: Lowe’s being a home improvement store, is different from other general retail stores in terms of its floor area layout and operations due to the type of inventory it maintains. In comparison to other general retail stores, home improvement stores include certain inventory items that are bigger in size; more items that are traditionally stored and displayed outdoors; and a garden center. Based on this understanding of a distinction between general retail stores and home improvement stores and certain other factors, staff finds the following regarding each requested variance.

1. Reduced Parking: The PUD requires a parking ratio of 5 spaces per 1,000 square feet of gross leasable floor area. Based on this requirement, the proposed Lowe's including the garden center (141,577 square feet) must provide a total of 708 spaces. The applicant is proposing a total of 497 spaces based on a ratio of 4 spaces per 1,000 square feet of gross leasable floor area for the main building and 2 spaces per 1,000 square feet of gross leasable floor area for the garden center. This accounts for a reduction of 211 spaces and a rate of 3.51 spaces per 1,000 square feet of gross leasable floor area. Staff can support this request based on the following:
 - Parking demand for home improvement stores is understood to be lower compared to general retail stores, especially, when the total floor area crosses a certain threshold (generally 25,000 to 30,000 sq. ft). The PUD does not distinguish between the type of retail businesses for parking requirements and applies a standard ratio for all non-residential uses.
 - In reviewing requirements of other jurisdictions in the Houston area that distinguishes home improvement stores from other retail stores for parking requirements and that have a Lowe's, it appears that the required ratio ranges from 3.3 to 4 spaces per 1,000 square feet of gross floor area. As previously mentioned, the applicant is proposing a rate of 3.51 spaces per 1,000 square feet of gross leasable floor area.
2. Use of Off-Street Parking for Seasonal and Long-term Display and Storage: Home improvement stores traditionally include larger items displayed outdoors such as equipment and sheds. Based on the proposed parking calculation (Table below), Lowe's is proposing a total of 567 parking spaces. The applicant is requesting that a maximum of 12% of the parking spaces be allowed for temporary and long-term sales and display of items (Exhibit A). Allocating 12% of these spaces (68 spaces) for long-term and seasonal storage will reduce the available parking to 499 spaces, which would still meet the requirement based on the proposed ratio of 3.51 spaces (497 spaces). Therefore, staff can support this request.

Parking spaces provided (Gross)	567 spaces
Maximum spaces dedicated to outdoor sales and display (12%)	68 spaces
Available parking (Net)	499 spaces

3. Lettering height for wall-mounted signage: The PUD allows a maximum height of 92 inches for anchor tenants. The proposed wall sign for Lowe's exceeds this allowance by approximately 1.6 feet and the applicant is requesting a variance to allow the lettering height to be 120 inches. However, this difference is not significant when considering the overall width and height of the building (see attached Exhibit C) and is similar to the previously approved PUD variance for the HEB wall sign. The increased lettering height is not expected to negatively impact traffic flow in the general area or the building's aesthetic quality, considering the location of the building within the overall center.

RECOMMENDATION: Staff recommends approval of the following requested variance to the Manvel Town Center Planned Unit Development (PUD), provided in Exhibit E of Ordinance 2017-O-33, Section IV. *Project/Plan Description* pertaining to the following sections to allow for the development of Lowe's:

- (Section IV (C) (5)): To allow reduced parking requirement of 4 spaces per 1,000 square feet of gross leasable floor area for the main building and 2 spaces per 1,000 square feet of gross leasable floor area for the garden center.
- (Section IV (C) (8)): To allow allocation of 12% of parking spaces or 68 spaces whichever is less for permanent and seasonal outdoor display and sales.
- (Section IV (E) (4) (c)): To allow a maximum lettering height of 120 inches for wall-mounted signage at the main entrance.

ATTACHMENTS: Manvel Town Center PUD Document, Applicant Variance Request Letter, Exhibit A – Proposed Lowe's Site Plan, Exhibit B – Proposed Lowe's Elevation, Exhibit C – Proposed Lowe's Parking Calculation.

FUNDING ISSUES

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

SUBMITTING STAFF MEMBER

Ellie Roohbakhsh

FINANCE DIRECTOR APPROVAL _____

CITY MANAGER APPROVAL _____

ORDINANCE NO. 2017-O-33

AN ORDINANCE OF THE CITY OF MANVEL, TEXAS AMENDING THE ZONING ORDINANCE OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION OF APPROXIMATELY 248.53 ACRES LOCATED IN THE GENERAL AREA OF THE NORTHWEST CORNER OF THE INTERSECTION OF HIGHWAY 288 AND S.H.6 AND GENERALLY LOCATED IN BRAZORIA COUNTY MUNICIPAL DISTRICT 42, FROM LIGHT COMMERCIAL (LC) DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT, SUCH TRACTS BEING SITUATED IN SECTION 71 OF THE H.T.& B.R.R. CO. SURVEY, ABSTRACT 291, SECTION 66, ABSTRACT 560, AND SECTION 72, ABSTRACT 460, CITY OF MANVEL, BRAZORIA COUNTY, TEXAS; AMENDING THE ZONING ORDINANCE OF THE CITY, BY CHANGING THE ZONING CLASSIFICATION OF THREE ADDITIONAL TRACTS TALLING APPROXIMATELY 20.09 ACRES FROM OPEN PLANNED UNIT DEVELOPMENT (OPUD) DISTRICT TO PLANNED UNIT DEVELOPMENT (PUD) DISTRICT, SUCH TRACTS BEING SITUATED ALSO WITHIN BRAZORIA COUNTY MUNICIPAL DISTRICT 42; PROVIDING FOR THE AMENDMENT OF THE CITY'S OFFICIAL ZONING MAP; PROVIDING FOR SEVERABILITY; AND PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF.

* * * * *

WHEREAS, Manvel Town Center, Ltd. is the owner (the "Owner") of land in the general area of the northwest corner of the intersection of Hwy 288 and west of SH 6 comprising approximately 248.53 acres and mostly within the boundaries of Brazoria County Municipal Utility District No. 42, which land is presently zoned Light Commercial (LC) District; and

WHEREAS, three parcels have been added to Manvel Town Center development since the original zoning change in 2011 totaling approximately 20.09 acres, and are currently zoned OPUD; and

WHEREAS, the tracts, all in all comprising 268.618 acres in total, are currently used as vacant open space; and

WHEREAS, the Owner, (“Applicant”), has made application to the City to change the use of said 248.53 acres, same being more particularly described by Exhibit A- Area Map, Exhibit B- Survey and Exhibit C - Metes and bounds descriptions, attached hereto and for all things made a part hereof, from Light Commercial (LC) District to the Planned Unit Development (PUD) District; and

WHEREAS, the Owner, (“Applicant”), has made application to the City to also change the use of the additional 20.09 acres, same being more particularly described by Exhibit D, attached hereto and for all things made a part hereof, from Open Planned Unit Development (OPUD) District to the Planned Unit Development (PUD) District; and

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

WHEREAS, the Planning, Development, and Zoning Commission has recommended approval of the application and the City Council deems it appropriate to grant such request, subject to certain regulations, restrictions, and conditions; now, therefore,

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

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

Section 2. The zoning classification of approximately 248.53 acres generally located at the northwest corner of the intersection of US Hwy 288 and adjacent to SH 6, is hereby changed from Light Commercial (LC) District to Planned Unit Development (PUD) District for use as permitted within such zone classification, subject to the regulations, restrictions, and conditions hereinafter set forth. Said 248.53 acres of land being more particularly described by

Exhibit A- Area Map, Exhibit B- Survey and Exhibit C - Metes and bounds descriptions, attached hereto and for all things made a part hereof.

Section 3. The zoning classification of approximately 20.09 additional acres generally located within Brazoria County Municipal Utility District No. 42 at the northwest corner of the intersection of US Hwy 288 and adjacent to SH 6, is hereby changed from Open Planned Unit Development (OPUD) District to Planned Unit Development (PUD) District for use as permitted within such zone classification, subject to the regulations, restrictions, and conditions hereinafter set forth. Said additional tracts are more particularly described by Exhibit D, attached hereto and for all things made a part hereof.

Section 4. Development of the Property shall strictly comply with the **Manvel Town Center PUD Document**, attached hereto as Exhibit “E” and made a part hereof for all purposes.

Section 5. The Zoning District Map of the City of Manvel shall be revised and amended to show the designation of said 268.618 total acres of land, more or less, as described and as provided in Section 2 and Section 3 above, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 6. The City Council hereby finds and determines that said rezoning comports to the City’s comprehensive land use plan, and to the extent of any conflict, amends said comprehensive land use plan. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Manvel, save and except the change in zoning classification of said tract(s) as described above.

Section 7. 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 8. 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 on this 6 day of November, 2017.

PASSED, APPROVED, AND ADOPTED ON SECOND READING on this 20 day of November, 2017.

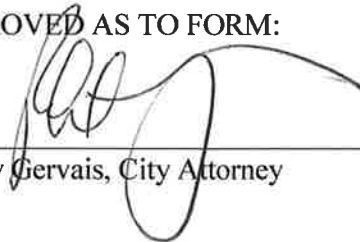

Debra Davison, Mayor

ATTEST:



Tammy Bell, City Secretary

APPROVED AS TO FORM:



Bobby Gervais, City Attorney



EXHIBIT A

AREA MAP

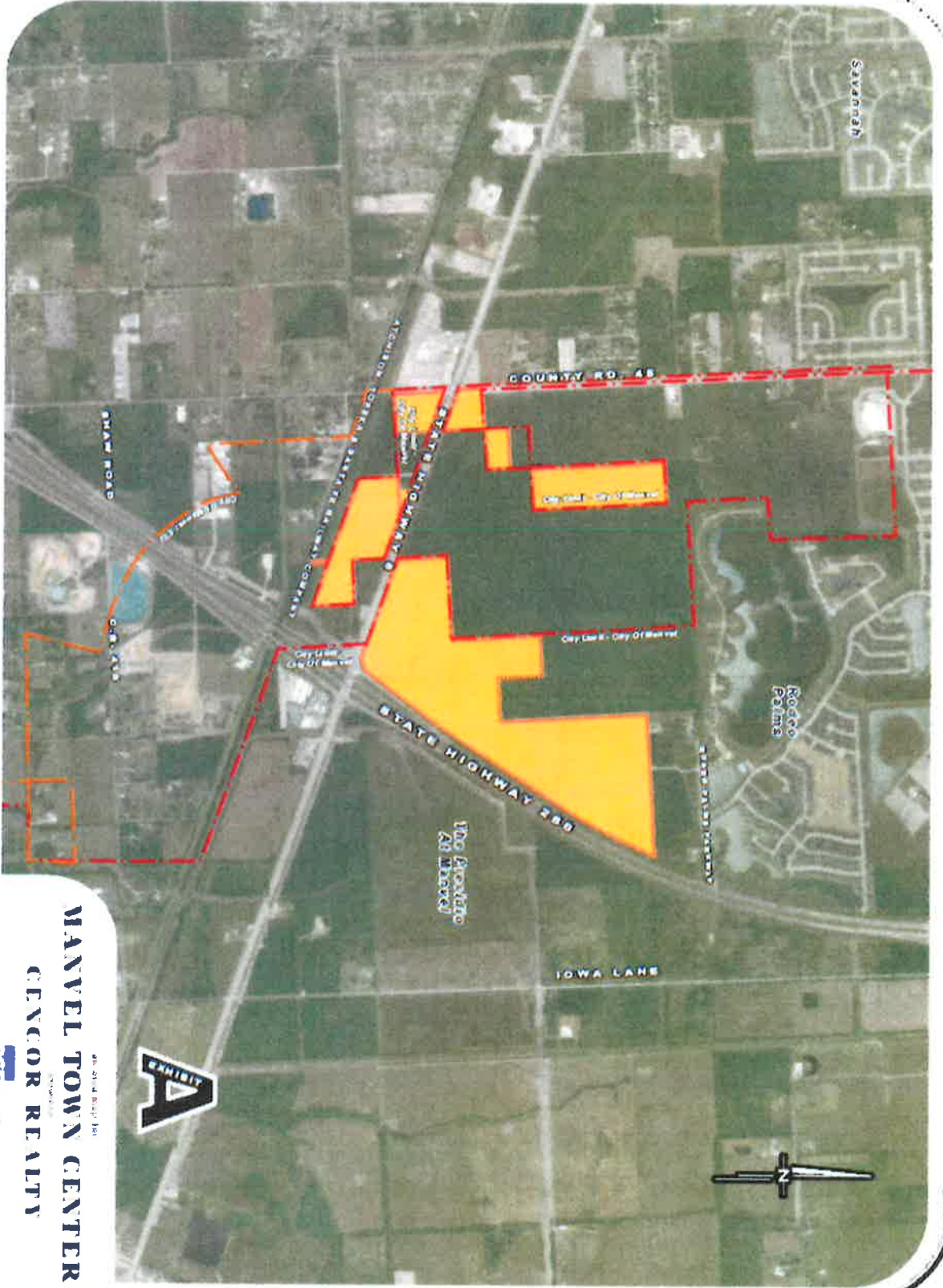


EXHIBIT A

MANVEL TOWN CENTER
CENCOR REALTY

THIS MAP WAS PREPARED BY CENCOR REALTY, INC. FOR THE CITY OF MANVEL, TEXAS. THE CITY OF MANVEL, TEXAS, HAS REVIEWED THIS MAP AND HAS DETERMINED THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED HEREIN. THE CITY OF MANVEL, TEXAS, HAS REVIEWED THIS MAP AND HAS DETERMINED THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY DESCRIBED HEREIN.

MANVEL, TEXAS
 77048

EXHIBIT B

SURVEY

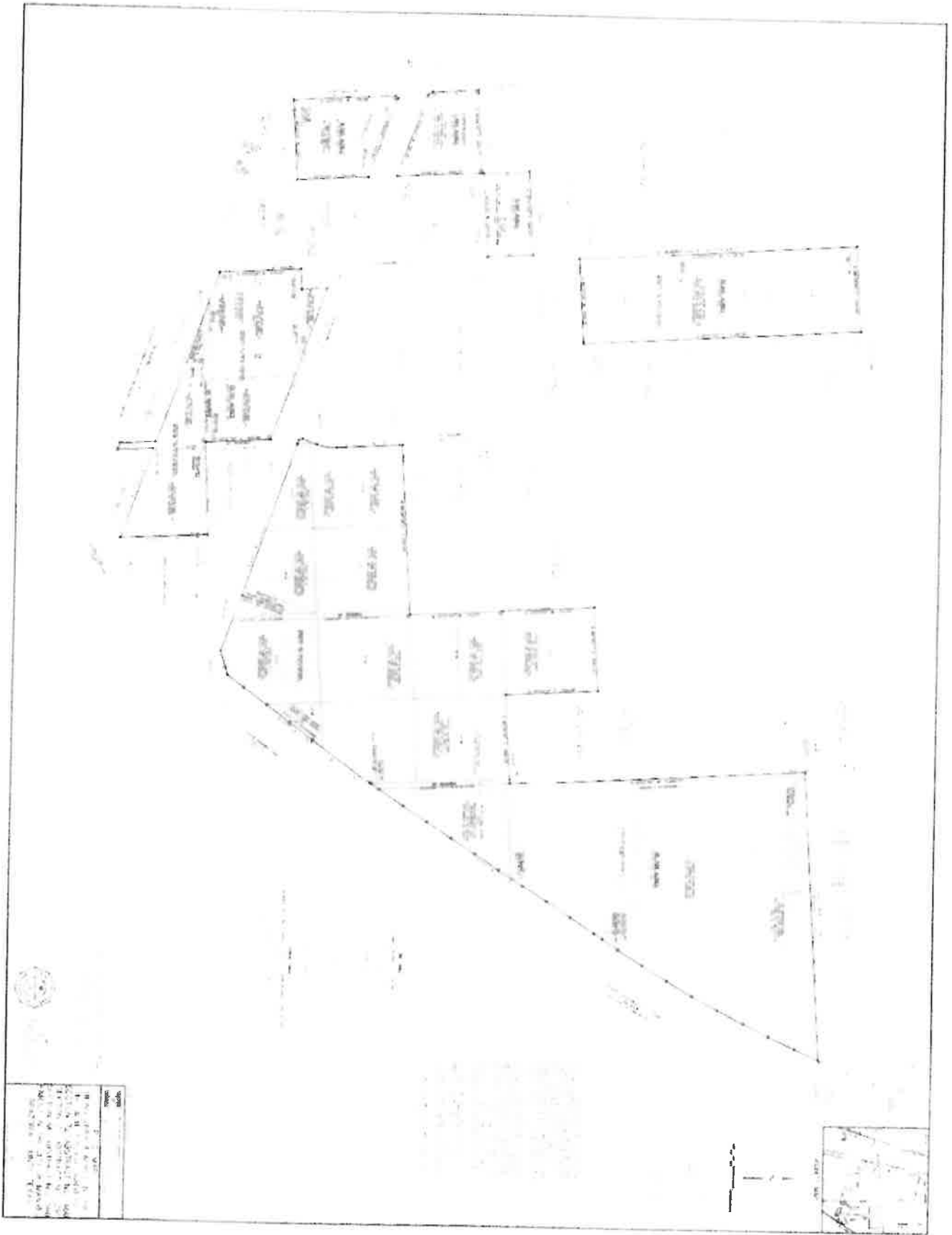


EXHIBIT B

EXHIBIT C

METES AND BOUNDS (248.53 acres)

MANVEL ORDINANCE
248.530 TOTAL ACRES

SEPTEMBER 28, 2017
JOB NO. 3890-05

DESCRIPTION OF 248.530 ACRES OF LAND
SITUATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 71, ABSTRACT 291
THE H.T. & B.R.R. CO. SURVEY, SECTION 66, ABSTRACT 560
AND THE H.T. & B.R.R. CO. SURVEY, SECTION 72, ABSTRACT 460
PARTIALLY IN THE CITY OF MANVEL
AND CITY OF MANVEL E.T.J.
BRAZORIA COUNTY, TEXAS

BEING 248.530 acres of land situated in the H.T.& B.R.R. Co. Survey, Section 71, Abstract 291, the H.T. & B.R.R. Co. Survey, Section 66, Abstract 560 and the H.T.& B. R.R. Co. Survey, Section 72, Abstract 460, being partially in the City of Manvel and the City of Manvel E.T.J, Brazoria County, Texas, said 248.530 acres being a portion of Lot 243, Lot 244, Lot 245, of said Section 66, as shown on the plat of EMIGRATION LAND COMPANY SUBDIVISION, filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, a portion of Lot 6, Lot 7, Lot 13, Lot 16, Lot 24, Lot 32, Lot 36, Lot 37, Lot 42, Lot 50 and Lot 57, of said Section 71, as shown on said plat of EMIGRATION LAND COMPANY SUBDIVISION and all of Lot 18, Lot 19, Lot 20, Lot 41, Lot 48, Lot 49 and Lot 56, of said Section 71, as shown on said plat of EMIGRATION LAND COMPANY SUBDIVISION and all of a called 79.088 acre tract described in a deed to 72 Acres On 288, LTD., recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2008040863, said 248.530 acres of land being more particularly described in 6 (six) parcels as follows:

30.931 ACRES

BEING 30.931 acres of land and being all of Lots 18, 19 and 20 of the EMIGRATION LAND COMPANY SUBDIVISION Section 71 of the H.T.& B.R.R. Co. Survey, Abstract 291, a subdivision plat filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, said 30.931 acres also being all of a called 30.96 acre tract of land described in an instrument to Manvel North 40 Acres, Ltd., filed for record under Brazoria County Clerk's File Number 2007043959, said 30.931 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4-inch iron pipe with a cap stamped "S. Adams" found for the southeast corner of said Lot 20, same being the southwest corner of Lot 28, the northeast corner of Lot 21 and the northwest corner of Lot 29 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71;

THENCE, S 86°37'03" W, a distance of 639.18 feet along the south line of said Lot 20 and the north line of said Lot 21 to a 1/2-iron pipe found for the southwest corner of said Lot 20 and the northwest corner of said Lot 21, lying on the east right-of-way line of a called 40-foot roadway (unimproved) as shown on said EMIGRATION LAND COMPANY SUBDIVISION Section 71 plat;

THENCE, N 03°22'22" W, along and with the west line of said Lot 20 and the east line of said 40-foot roadway, at a distance of 702.53 feet pass a found 1/2-inch iron pipe found for the northwest corner of said Lot 20 and the southwest corner of said Lot 19 and continuing along and with the west line of said Lot 19, said Lot 18 and the east line of said 40-foot roadway for a total distance of 2,106.76 feet to a 1-inch iron pipe found for the northwest corner of said Lot 18 and the southwest corner of Lot 17 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71;

MANVEL ORDINANCE
248.530 TOTAL ACRES

SEPTEMBER 28, 2017
JOB NO. 3890-05

THENCE, N 86°38'58" E, a distance of 640.00 feet along and with the north line of said Lot 18 and the south line of said Lot 17 to a 1-inch iron pipe found for the northeast corner of said Lot 18, the southeast corner of said Lot 17, the northwest corner of Lot 26 and the southwest corner of Lot 25 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71, from which a found 1/2-inch iron rod with a cap stamped "S. Adams 3688" bears N 25°05' 09" E, 0.94 feet;

THENCE, S 03°21'02" E, along and with the east line of said Lot 18 and the west line of said Lot 26, at a distance of 702.52 feet pass a found 1-inch iron pipe found for the southeast corner of said Lot 18, the southwest corner of said Lot 26, the northeast corner of said Lot 19 and the northwest corner of Lot 27 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71, at a distance of 1,404.23 feet pass a 1-1/2 inch iron pipe found for the southeast corner of said Lot 19, the northeast corner of said Lot 20, the southwest corner of said Lot 27, the northwest corner of said Lot 28 and continuing for a total distance of 2,106.40 feet to the **POINT OF BEGINNING** and containing 30.931 acres of land.

5.161 ACRES

BEING 5.161 acres of land and a portion of Lot 13 of the EMIGRATION LAND COMPANY SUBDIVISION Section 71 of the H.T.& B.R.R. Co. Survey, Abstract 291, a subdivision plat filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, said 5.161 acres also being a portion of a called 10.30 acres of land described in an instrument to JAA Texas Investments, L.L.C., filed for record under Brazoria County Clerk's File Number 2006043513, said 5.161 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a cap stamped "S. Adams 3688" found for the southeast corner of said Lot 13, same being northeast corner of Lot 14 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71, also lying on the west right-of-way line of a 40-foot wide roadway (unimproved) as shown on said EMIGRATION LAND COMPANY SUBDIVISION Section 71 plat;

THENCE, S 86°37'03" W, a distance of 640.00 feet along the south line of said Lot 13 and the north line of said Lot 14 to a 1/2-inch iron rod with a cap stamped "S. Adams 3688" found for the southwest corner of said Lot 13 and the northwest corner of Lot 14, lying on the east line of Lot 5 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71;

THENCE, N 03°22'22" W, a distance of 351.25 feet along the west line of said Lot 13 and the east line of said Lot 5 to the northwest corner of the herein described tract;

THENCE, N 86°37'03" E, a distance of 640.00 feet over and across said Lot 13 to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" set for the northeast corner of the herein described tract lying on the west right-of-way line of said 40-foot wide roadway;

THENCE, S 03°22'22" E, a distance of 351.25 feet along the east line of said Lot 13 and the west line of said 40-foot roadway to the **POINT OF BEGINNING** and containing 5.161 acres of land.

7.494 ACRES

BEING 7.494 acres of land out of Lot 6 of the EMIGRATION LAND COMPANY SUBDIVISION Section 71 of the H.T. & B.R.R. Co. Survey, Abstract 291, a subdivision plat filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, said 7.494 acres of land being all of the residue of a called 8.28689 acre tract of land described in an instrument to Jerry A. Argovitz, filed for record under Volume 1151, Page 839 of the Brazoria County Deed Records, said 7.494 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with a Texas Department of Transportation aluminum disk found lying on the northeast right-of-way line of State Highway 6 (200-foot width) same being the most northerly northeast corner of a called 0.805 acre tract of land described in a right-of-way acquisition instrument filed for record under Brazoria County Clerk's File Number 94-014297, same also being in the west line of Lot 14 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71;

THENCE, N 70°29'05" W, a distance of 667.45 feet along and with the northeast right-of-way line of said State Highway 6 to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the most southerly northeast cutback corner of the intersection of State Highway 6 and County Road 48 (width varies);

THENCE, N 36°55'22" W, a distance of 45.22 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the most northerly northeast cutback corner of the intersection of State Highway 6 and County Road 48;

THENCE, N 03°21'02" W, a distance of 346.73 feet along and with the east right-of-way line of said County Road 48 and the west line of said called 8.28689 acre tract to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the northwest corner of the herein described tract;

THENCE, N 86°34'55" E, a distance of 642.77 feet along and with the north line of said called 8.28689 acre tract and the south line of Lot 5 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71 to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for corner, and from which a found 5/8-inch iron rod bears N 86°34' 55" E, 0.45 feet and a found 5/8-inch iron rod with a cap stamped "Weisser" bears S 19°43'41" E, 1.29 feet;

THENCE, S 03°06'18" E, a distance of 644.53 feet along and with the east line of said called 8.28689 acre tract and the west line of Lot 14 of EMIGRATION LAND COMPANY SUBDIVISION Section 71 to the **POINT OF BEGINNING** and containing 7.494 acres of land.

161.618 ACRES

BEING 161.618 acres of land situated in the EMIGRATION LAND COMPANY SUBDIVISION Section 71 of the H.T.& B.R.R. Co. Survey, Abstract 291, a subdivision plat filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records and Section 72 of the H.T.& B. R.R. Co. Survey, Abstract 460 Brazoria County, Texas, being a portion of Lot 36, Lot 37, Lot 42, Lot 50 and Lot 57 and all of Lot 41, Lot 48, Lot 49 and Lot 56 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71, and all of the area of a 40-foot roadway between said Lot 41 & Lot 49, Lot 42 and Lot 50, being all of those certain tracts of land described in instruments to Manvel Town Center Ltd., filed for record under the following Brazoria County Clerk's File Numbers (B.C.C.F. Nos.) 2007004252, 2007004253 and 2007051925 and a portion of those certain tracts recorded under B.C.C.F. No. 2007004251, all of that certain called 79.088 acre tract described in instrument to 72 Acres On 288, LTD., recorded under B.C.C.F. Number 2008040863, all of that called 40-foot roadway (unimproved) as shown on said EMIGRATION LAND COMPANY SUBDIVISION Section 71, east of Lot 56 and Lot 57 and a portion of a 40-foot roadway (unimproved) also shown on said EMIGRATION LAND COMPANY SUBDIVISION Section 71, between Lot 31, Lot 32 and Lot 36, Lot 37, said 161.618 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a cap stamped "Weisser" found lying on the west right-of-way line of State Highway No. 288 (SH 288), based on a width of 420.00 feet as described in an instrument to the State of Texas and recorded in Volume 1036, Page 17 of the Brazoria County Deed Records (B.C.D.R.), Volume 1038, Page 302 B.C.D.R., Volume 1041, Page 445 B.C.D.R., Volume 1056, Page 221 B.C.D.R. and Volume 1056, Page 748 B.C.D.R., marking the southeast corner of a 41.122 acre tract of land described in an instrument to New Rodeo 288, LTD., recorded under B.C.C.F. No. 03-024990, same being the northeast corner of said 79.088 acre tract from which a 5/8 inch iron rod with a cap stamped "LANEY" bears S 61°57'35" E, 1.41 feet, said northeast corner being located in the arc of a curve to the right from whose center bears N 66°25'10" W, 11,249.16 feet, and further being located along said curve to the right having a Radius of 11,249.16 feet, a Central Angle of 03°14'40", a Long Chord which bears S 21°57'30" W, 636.90 feet, and a total Arc Length of 636.99 (called 637.31) feet from an angle point in the west right-of-way line of said SH 288, same being the most southerly northeast corner of said 41.122 acre tract, from said most southerly northeast corner from which a 5/8 inch iron rod with cap stamped "EHRA" bears N 31°25'16" E, 3.23 feet;

THENCE, in a southwesterly direction and along and with the west right-of-way line of said SH 288, same being the east line of said 79.088 acre tract, same being said curve to the right, a distance of 1,875.06 feet, having a radius of 11,249.16 feet, a central angle of 09°33'01" and a chord which bears S 28°21'20" W, 1,872.89 to the point of tangency of said curve from which a 4 inch by 4 inch concrete monument bears N 73° 40' 14" E, 0.33 feet and a 5/8 inch iron rod with a cap stamped "WILSON SVY GRP" bears N 39°26'00" E, 3.00 feet;

THENCE, S 33°07'51" W, continuing along and with the west right-of-way line of said SH 288, same being the east line of said 79.088 acre tract, a distance of 839.58 (called 842.03) feet to the northeast corner of 8.097 acre tract of land described in an instrument to Manvel Town Center, Ltd. recorded under B.C.C.F. No. 2017044722, same being the southeast corner of said 79.088 acre tract, from which a 1/2-inch iron rod with a cap stamped "Weisser" bears South 86° 42' 37" West, 0.45 feet;

THENCE, S 86°42'37" W, along the common line of said 79.088 acre tract and said 8.097 acre tract, a distance of 721.96 feet to 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the southwest corner of said 79.088 acre tract, same being the northwest corner of said 8.097 acre tract and being on the east right-of-way line of a 40-foot wide unimproved roadway per said plat of EMIGRATION LAND COMPANY SUBDIVISION Section 71, from which a found 5/8-inch iron rod with a cap bears S 86°42'37" W, 4.73 feet;

THENCE, S 03°21'02" E, along and with the east right-of-way line of said 40-foot wide unimproved roadway and the west line of said 8.097 acre tract, a distance of 977.10 feet to the west right-of-way line of said SH 288 and being the south corner of said 8.097 acre tract;

THENCE, S 33°07'51" W, along and with the west right-of-way line of said SH 288, at a distance of 67.28 feet pass a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found marking the intersection of the east line of Lot 57 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71, lying on the west right-of-way line of said 40-foot wide unimproved roadway, from which a found 4 inch by 4 inch concrete monument bears N 84°25'57" W, 1.09 feet and continuing for a total distance of 77.54 feet to an angle point;

THENCE, S 26°28'59" W, continuing along and with the west right-of-way line of said SH 288, a distance of 446.87 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found on the common line of Lot 57 and Lot 58 and being the northeast corner of a called 1.663 acre tract of land described in an instrument to Manvel Town Center, Ltd. recorded under B.C.C.F. No. 2017044723;

THENCE, S 86°38'58" W, along and with the common line of Lot 57 and Lot 58 and the north line of said 1.663 acre tract, a distance of 347.65 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the common corner of Lot 49, Lot 50, Lot 57 and Lot 58 all of said EMIGRATION LAND COMPANY SUBDIVISION Section 71, being the northwest corner of said 1.663 acre tract and an interior corner of the herein described tract;

THENCE, S 03°21'02" E, along and with the common line of said Lot 50 and Lot 58 and the west line of said 1.663 acre tract, a distance of 416.77 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the south corner of said 1.663 acre tract, lying on the west right-of-way line of said SH 288;

THENCE, S 36°28'59" W, along and with the west right-of-way line of said SH 288, a distance of 368.77 feet to a 1/2-inch iron rod found for the most northerly northwest cutback corner of the intersection of said State Highway 288 and State Highway 6;

THENCE, S 73°44'17" W, a distance of 193.73 feet along said cutback line to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the most southerly northwest cutback corner of the intersection of State Highway 288 and State Highway 6, and from which a 5/8-inch iron rod with a cap stamped "Survey 1" bears N 53° 28' 14" W, 3.87 feet;

THENCE, N 70°29'05" W, along and with the northeasterly right-of-way line of State Highway 6 (200-foot width), at a distance of 192.02 feet, 2.17 feet left pass a found 5/8-inch iron rod with a Texas Department of Transportation cap and continuing for a total distance of 1,694.42 feet to the most southerly southwest corner of the herein described tract, lying in the said 40-foot wide roadway between said Lot 32 and Lot 37;

THENCE, over and across said 40-foot wide roadway and said Lot 36 the following courses and distances:

N 25°29'05" W, a distance of 28.28 feet to an angle point;

N 19°30'55" E, a distance of 119.21 feet to the beginning of a tangent curve to the left;

In a Northerly direction, along said curve to the left, a distance of 155.64 feet, having a radius of 390.00 feet, a central angle of 22°51'57" and a chord which bears N 08°04'56" E, 154.61 feet to the point of tangency;

N 03°21'02" W, a distance of 499.75 feet to a point for corner, lying on the common line of Lot 35 and said Lot 36 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71;

THENCE, N 86°38'58" E, a distance of 1,280.00 feet along and with the north line of said Lot 36 and Lot 41, the south line of said Lot 35 and Lot 40 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71 to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for corner, same being the northwest corner of said Lot 49 and the southwest corner of said Lot 48 and lying on the east right-of-way line of a 40-foot wide roadway (unimproved);

THENCE, N 03°21'02" W, a distance of 702.50 feet along and with the said east right-of-way line of a 40-foot wide roadway, same being the west line of said Lot 48 to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the northwest corner of said Lot 48 and the southwest corner of said Lot 47;

THENCE, N 86°38'58" E, along and with the south lines of Lot 47 and Lot 55 and the north lines of Lot 48 and Lot 56 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71, at a distance of 1,280.00 feet pass a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the common east corner of said Lot 55 and said Lot 56, lying on the west right-of-way line of said 40-foot roadway and continuing over and across said 40-foot roadway for a total distance of 1,320.00 feet to the east right-of-way line of said 40-foot roadway same being the west line of said 79.088 acre tract;

THENCE, N 03° 21' 02" W (called N 03° 15' 42" W), along and with the east right-of-way line of said 40-foot Roadway, a distance of 2,245.37 feet to a 5/8 inch iron rod with cap stamped "Brown & Gay" found lying on the south line of said 41.122 acre tract marking the common northwest corner of said 79.088 acre tract and the herein described tract from which a 1/2 inch iron rod w/cap "RATNALA" bears South 86° 39' 08" West, 16.91 feet;

THENCE, N 86°39'08" E (called N 86°36'11" E), along and with the South line of said 41.122 acre tract, a distance of 2,205.47 (called 2,209.14) feet to the **POINT OF BEGINNING** and containing 161.618 acres of land.

MANVEL ORDINANCE
248.530 TOTAL ACRES

SEPTEMBER 28, 2017
JOB NO. 3890-05

33.731 ACRES

BEING 33.731 acres of land situated in said EMIGRATION LAND COMPANY SUBDIVISION Section 71 of the H.T. & B.R.R. Co. Survey, Abstract 291 and Section 66 of the H.T. & B.R.R. Co. Survey, Abstract 560 as shown on the plat filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, being all of a called 8.0046 acre tract of land described in an instrument to Manvel South 32 Acres, LTD., filed for record under Brazoria County Clerk's File Number (B.C.C.F. No.) 2007020481, all of a called 4.2755 acre tract of land described in an instrument to Manvel South 32 Acres, LTD., filed for record under B.C.C.F. No. 2007020479, all of a called 0.4683 acre and a called 12.8176 acre tract of land described in an instrument to Manvel South 32 Acres, LTD., filed for record under B.C.C.F. No. 2007020478, all of a called 5.8609 acre tract of land described in an instrument to Manvel South 32 Acres, LTD., filed for record under B.C.C.F. No. 2007020480, all of a called 1.070 acre tract of land described in an instrument to Manvel South 32 Acres, LTD., filed for record under B.C.C.F. No. 2007020482 and a portion of a 50-foot wide roadway (unimproved) between Lots 32 & 24 of said Section 71 and Lots 243 & 244 of said Section 66 as shown on the plat of said EMIGRATION LAND COMPANY SUBDIVISION, said 33.731 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said called 8.0046 acre tract, same being the northeast corner of a called 4.099 acre tract described in an instrument to Houston Lighting & Power Company filed for record under Volume 979, Page 147 of the Brazoria County Deed Records;

THENCE, N 70°26'24" W, a distance of 713.78 feet along the southwest line of said called 8.0046 acre tract and the northeast line of said called 4.099 acre tract to a 1/2-inch iron pipe found for the northwest corner of said called 4.099 acre tract and the southwest corner of said called 8.0046 acre tract;

THENCE, S 02°48'24" E, a distance of 270.34 feet along the west line of said called 4.099 acre tract to a 1/2-inch iron pipe found for the southwest corner of said called 4.099 acre tract, the southeast corner of said called 4.2755 acre tract and being in the northeast right-of-way line of a 30-foot roadway (unimproved) as shown on said EMIGRATION LAND COMPANY SUBDIVISION Section 66;

THENCE, N 70°26'24" W, a distance of 54.07 feet along the northeast line of said 30-foot roadway and the southwest line of said called 4.2755 acre tract to a 1/2-inch iron pipe found for the southeast corner of a called 3.783 acre tract of land described in an instrument to Houston Lighting & Power Company filed for record under Volume 991, Page 437 of the Brazoria County Deed Records;

THENCE, N 02°48'24" W, a distance of 270.34 feet along the east line of said called 3.783 acre tract to a 1/2-inch iron rod found for the northeast corner of said called 3.783 acre tract, same being in a southwest line of said called 4.2755 acre tract;

THENCE, N 70°26'24" W, along the southwest line of said called 4.2755 acre tract and the northeast line of said called 3.783 acre tract, at a distance of 659.50 feet pass a 1/2-inch iron rod found for the southwest corner of said called 4.2755 acre tract, the northwest corner of said called 3.783 acre tract, the northeast corner of the residue of a called "Lot 243" as described in an instrument to Houston Lighting & Power Company filed for record under Volume 951, Page 253 of the Brazoria County Deed Records, the southeast corner of said called 0.4683 acre tract, at a distance of 1,003.24 feet pass a 1/2-inch iron rod found for the west corner of said called 0.4683 acre tract and being in the south right-of-way line of said 50-foot roadway (unimproved), at a distance of 1,136.97 feet pass a 1/2-inch iron rod found in the north right-of-way line of said 50-foot roadway, being a south corner of said called 12.8176 acre tract, an east corner of a called 0.212 acre tract of land described in an instrument to Houston Lighting & Power Company filed for record under Volume 995, Page 381 of the Brazoria County Deed Records and continuing for a total distance of 1,377.74 feet to a 1/2-inch iron rod found for the southwest corner of said called 12.8176 acre tract and the north corner of said called 0.212 acre tract, same also being in the east right-of-way line of a 40-foot roadway (unimproved) as shown on the plat of EMIGRATION LAND COMPANY SUBDIVISION Section 71;

THENCE, N 03°15'24" W, a distance of 619.03 feet along the west line of said called 12.8176 acre tract and the east right-of-way line of said 40-foot roadway to the southwest corner of the residue of said called 1.8554 acre tract, the northwest corner of said Lot 24 and the southwest corner of said Lot 23 and from which a found 1/2-inch iron rod bears S 06°52' W, 2.30 feet;

THENCE, N 87°10'35" E, a distance of 150.00 feet along the common line of Lot 23 and Lot 24 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71 to an interior corner of the herein described tract same being the southwest corner of said 1.070 acre tract and the southeast corner of said residue of 1.8554 acre tract;

THENCE, N 03°15'24" W, a distance of 195.13 feet along the common line between said 1.070 acre tract and said residue of 1.8554 acre tract to the most northerly northwest corner of the herein described tract same being the common north corner of said 1.070 acre tract and said residue of 1.8554 acre tract, lying in the southerly right-of-way of State Highway 6 (200 foot wide) recorded under B.C.C.F. No's 94-014297, 94-014296, 94-037011, 96-005004, 95-001320, 95-038346, 94-000272;

THENCE, S 70°29'05" E, along and with the southerly right-of-way line of said State Highway 6 at a distance of 513.37 feet pass a 5/8-inch iron rod with a Texas Department of Transportation aluminum disk found for the most northerly northeast corner of said 12.8176 acre tract same being the east corner of said 1.070 acre tract then continuing for a total distance of 1,230.85 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the northeast corner of said called 5.8609 acre tract, same lying on the west right-of-way line of a 40-foot wide road right-of-way (unimproved) as shown on said plat of EMIGRATION LAND COMPANY SUBDIVISION Section 71;

THENCE, S 03°21'02" E, along the west right-of-way line of said 40-foot road right-of-way and the east line of said called 5.8609 acre tract, at a distance of 445.95 feet, 5.83 feet left pass a found 1/2-inch iron rod in the north right-of-way line of said 50-foot roadway and continuing for a total distance of 495.96 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for corner in the south right-of-way line of said 50-foot roadway, same being in the north line of said called 4.2755 acre tract;

MANVEL ORDINANCE
248.530 TOTAL ACRES

SEPTEMBER 28, 2017
JOB NO. 3890-05

THENCE, N 87°36'13" E, along the north line of said called 4.2755 acre tract and said called 8.0046 acre tract, at a distance of 37.36 feet, 0.85 feet left, pass a 1/2-inch iron rod (disturbed) and continuing for a total distance of 697.25 feet to a 3/4-inch iron pipe found for the northeast corner of said called 8.0046 acre tract and the northwest corner of Lot 246 of said EMIGRATION LAND COMPANY SUBDIVISION Section 66;

THENCE, S 02°48'24" E, a distance of 662.23 feet along the east line of said called 8.0046 acre tract and the west line of said Lot 246 to the **POINT OF BEGINNING** and containing 33.731 acres of land.

9.595 ACRES

BEING 9.595 acres of land situated in said EMIGRATION LAND COMPANY SUBDIVISION Section 71 of the H.T. & B.R.R. Co. Survey, Abstract 291 as shown on the plat filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, being a portion of Lot 6 and Lot 7 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71, and being a portion of a called 10.36432 acre tract of land described in an instrument to Jerry A. Argovitz, filed for record in Volume 1151, Page 839, of the Brazoria County Deed Records, said 9.595 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the common west corner of Lot 7 and Lot 8 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71, lying on the east right-of-way line of County Road 48 (width varies);

THENCE, N 03°21'39" W, a distance of 778.58 feet along and with the west line of the remainder of said called 10.36432 acre tract, same being the east right-of-way line of said County Road 48 to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the most southerly southeast cutback corner of the intersection of said County Road 48 and State Highway 6 (200 foot wide) recorded under Brazoria County Clerk's File (B.C.C.F.) Numbers 94-014297, 94-014296, 94-037011, 96-005004, 96-005004, 95-001320, 95-038346, 94-000272;

THENCE, N 53°04'38" E, distance of 30.00 feet along the most easterly southeast cutback corner of the intersection of said State Highway 6 and said County Road 48 to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for corner;

THENCE, S 70°29'05" E, along and with the southerly right-of-way line of said State Highway 6, at a distance of 645.15 feet pass a found Texas Department of Transportation aluminum disk, then continuing for a total distance of 645.84 to the northeast corner of said 10.36432 acre tract and the herein described tract, same being the northwest corner of a called 6.001 acre tract of land described in an instrument to Hemisphere Holdings, Inc., filed for record under B.C.C.F. Number 02-015690, in the common line of Lot 7 and Lot 15 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71;

THENCE, S 03°22'05" E, a distance of 543.48 feet along said common line to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the common corner of Lot 7, Lot 8, Lot 15 and Lot 16 of said EMIGRATION LAND COMPANY SUBDIVISION Section 71;

THENCE, S 86°34'55" W, a distance of 620.11 feet along the common line of said Lot 7 and said Lot 8 to the **POINT OF BEGINNING** and containing 9.595 acres of land.

MANVEL ORDINANCE
248.530 TOTAL ACRES

SEPTEMBER 28, 2017
JOB NO. 3890-05

In conclusion, the herein described tracts comprise a total acreage of 248.530 acres of land, described for the boundary of the Manvel Ordinance.

Bearing orientation of tracts south of State Highway 6 are based on the Texas State Plane Coordinate System, South Central Zone, NAD-83 with a bearing and distance of N 70°26'24" W, 2876.17 feet along the northeast line of a 30-foot wide roadway adjoining the northeast side of a 100-foot wide railroad right-of-way as shown on the plat of the EMIGRATION LAND COMPANY SUBDIVISION Section 71 of the H.T. & B.R.R. Co. Survey, Abstract 291 and EMIGRATION LAND COMPANY SUBDIVISION Section 66 of the H.T. & B.R.R. Co. Survey, Abstract 560, a plat of which is filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, said northeast 30-foot roadway northeast line being monumented at the east end with a 1/2-inch iron rod found for the southeast corner of Lot 245, Section 66 and on the west end with and Iron Bar found for the southwest corner of Lot 16, Section 71.

Bearing orientation of tracts north of State Highway 6 are based on the Texas State Plane Coordinate System, South Central Zone, NAD-83 with a bearing and distance of S 03°21'02" E, 2106.40 feet along the east line of Lots 18, 19 & 20 of the EMIGRATION LAND COMPANY SUBDIVISION Section 71 of the H.T. & B.R.R. Co. Survey, Abstract 291, a plat of which is filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, said east line being monumented at the northeast corner of said Lot 18 with a found 1-inch iron pipe and at the southeast corner of Lot 20 with a found 3/4-inch iron pipe with a cap stamped "S. Adams".

This map was prepared under 22 Texas Annotated Code 663.21 and reflects the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. Dated this the 22nd day of June, 2016.




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EXHIBIT D

ADDITIONAL TRACTS (20.09 acres)

D-1 Scherer Tract 10.33 acres

D-2 1.663 acre tract

D-3 8.097 acre tract

D-4 Map of additional tracts

EXHIBIT A

BEING a 10.33 acre (449,892 square foot) tract of land and being all of Lot 47 of the Emigration Land Company Subdivision Section 71 of the H.T. & B.R.R. Co. Survey, Abstract 291, a subdivision plat filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, said Lot 47 also being all of a called 10.3214 acre tract of land as described in an instrument to C. Michael Scherer filed for record under Brazoria County Clerk's File Number (B.C.C.F. No.) 2016000780, said 10.33 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pipe with cap stamped "Brown & Gay" found (Control Monument) for the Southwest corner of said called 10.3214 acre tract (Lot 47) and the Northwest corner of the North 1/2 of Lot 48 of said Emigration Land Company Subdivision Section 71, said North 1/2 of Lot 48 being described as 5.1607 acres in an instrument to Manvel Town Center, LTD. filed for record under B.C.C.F. No. 2007051925, same being in the East right-of-way line of a 40-foot wide roadway (unimproved) as shown on said Emigration Land Company Subdivision Section 71 plat and from which a 1/2-inch iron pipe with cap stamped "Brown & Gay" found (Control Monument) in said East right-of-way line for the Southwest corner of Lot 48 and the Northwest corner of Lot 49 of said Emigration Land Company Subdivision Section 71 as described in an instrument to Manvel Town Center, LTD. filed for record under B.C.C.F. No 2007004251 bears S 03° 21' 02" E, 702.50 feet, and for reference, the Northeast right-of-way line of State Highway 6 bears S 03° 21' 02" E, 2,057.59 feet;

THENCE, N 03° 23' 52" W, a distance of 702.81 feet (Called North ~ 702.50 feet) along and with the West line of said Lot 47 and the East line of said 40-foot roadway to a 5/8-inch iron rod found with cap stamped "E.H.R. & A. 713-784-4600" for the Northwest corner of Lot 47 and the herein described 10.33 acre tract, same being the Southwest corner of Lot 46 of said Emigration Land Company Subdivision Section 71 and the Southwest corner of a called 41.2853 acre tract of land described in an instrument to New Rodeo 288, LTD. filed for record under B.C.C.F. No. 2005039091 (Parcel 6);

THENCE, N 86° 38' 11" E, a distance of 640.13 feet (Called East ~ 640.00 feet) along and with the North line of said Lot 47 and the South line of said Lot 46 to a 5/8-inch iron rod found with cap stamped "E.H.R. & A. 713-784-4600" for the Northeast corner of said Lot 47 and the herein described 10.33 acre tract, same being the Southeast corner of said Lot 46, the Southwest corner of Lot 54 and Northwest corner of Lot 55 of said Emigration Land Company Subdivision Section 71, same also being a reentrant corner of said called 41.2853 acre tract;

THENCE, S 03° 23' 14" E, a distance of 702.96 feet (Called South ~ 702.50 feet) along and with the East line of said Lot 47 and the West line of said Lot 55 to a 5/8-inch iron rod with cap stamped "E.H.R. & A. 713-784-4600" found for the Southeast corner of said Lot 47 and the herein described 10.33 acre tract, same being the Southwest corner of said Lot 55, the Northeast corner of said Lot 48 and the Northwest corner of Lot 56 of said Emigration Land Company Subdivision Section 71 and the Northwest corner of a called 18.428 acre tract of land described in an instrument to Manvel Town Center, LTD. filed for record under B.C.C.F. No 2007004253;

THENCE, S 86° 38' 58" W, a distance of 640.00 feet along and with the South line of said Lot 47 and the North line of the North 1/2 of said Lot 48 to the **POINT OF BEGINNING** and containing 10.33 acres (449,892 square feet) of land.

MANVEL TOWN CENTER
1.663 ACRES

SEPTEMBER 1, 2017
JOB NO. 3890-02

DESCRIPTION OF A 1.663 ACRE TRACT OF LAND SITUATED
IN THE H.T. & B. R.R. CO. SURVEY, SECTION 71, ABSTRACT NO. 291
CITY OF MANVEL
BRAZORIA COUNTY, TEXAS

BEING 1.663 acres of land situated in the H.T. & B. R.R. Co. Survey, Section 71, Abstract 291, in the City of Manvel, Brazoria County, Texas and being a portion of Lot 58 of the EMIGRATION LAND COMPANY SUBDIVISION SECTION 71, a subdivision plat filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, being all of a called 0.824 acre tract of land described as Tract II in an instrument to Manvel Town Center, Ltd. recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2014042989 and being a portion of a called 10.2 acre tract of land described in an instrument to Milestone South Six Development, Ltd. recorded under B.C.C.F. No. 03061748, said 1.663 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the common corner of Lot 49, Lot 50, Lot 57 and Lot 58 all of said EMIGRATION LAND COMPANY SUBDIVISION SECTION 71, being the Northeast corner of a called 8.416115 acre tract of land described as Tract No. D in an instrument to Manvel Town Center, Ltd. Recorded under B.C.C.F. No. 2007004252, same being the Southeast corner of a called 15.46 acre tract of land as described in an instrument to Manvel Town Center, Ltd. Recorded under B.C.C.F. No. 2007004251, same also being the Southwest corner of a called 18.428 acre tract of land as described in an instrument to Manvel Town Center, Ltd. Recorded under B.C.C.F. No. 2007004253 and being the Northwest corner of the herein described tract;

THENCE, N 86° 38' 58" E, along the common line of Lot 57 and Lot 58, a distance of 347.65 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found on the Northwest right-of-way line of State Highway No. 288 (SH 288) (width varies) as described in a conveyance to the State of Texas and recorded in Volume 1036, Page 17 of the Brazoria County Deed Records (B.C.D.R.), Volume 1038, Page 302 B.C.D.R., Volume 1041, Page 445 B.C.D.R., Volume 1056, Page 221 B.C.D.R. and Volume 1056, Page 748 B.C.D.R., being the most Southerly Southeast corner of said 18.428 acre tract and being the Northeast corner of the herein described tract;

THENCE, S 36° 28' 59" W, along and with the Northwest right-of-way line of said SH 288 at a distance of 99.43 feet pass the East corner of said 0.824 acre tract and continuing along the Southeast line of said 0.824 acre tract, at a distance of 482.23 pass a 1/2-inch iron rod found for the South corner of said 0.824 acre tract and continuing for a total distance of 542.74 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found on the common line of said Lot 50 and Lot 58, same being the most Easterly Southeast corner of said 8.416115 acre tract and being the Southerly corner of the herein described tract;

THENCE, N 03° 21' 02" W, along and with the common line of said Lot 50 and Lot 58, a distance of 416.77 feet to the **POINT OF BEGINNING** and containing 1.663 acres of land.

Bearing orientation is based on the Texas Coordinate System, of 1983 (NAD83) South Central Zone 4204 and is referenced to monuments found along the East line of said 8.416115 acre tract as cited herein, having a bearing of N 03° 21' 02" W.



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MANVEL TOWN CENTER
8.097 ACRES

SEPTEMBER 1, 2017
JOB NO. 3890-02

DESCRIPTION OF A 8.097 ACRE TRACT OF LAND SITUATED
IN THE H.T.& B. R.R. CO. SURVEY, SECTION 72, ABSTRACT NO. 460
CITY OF MANVEL
BRAZORIA COUNTY, TEXAS

BEING 8.097 acres of land situated in the H.T.& B. R.R. Co. Survey, Section 72, Abstract 460, City of Manvel, Brazoria County, Texas and being all of a called 7.054 acre tract of land described as Tract I in an instrument to Manvel Town Center Ltd. recorded under Brazoria County Clerk's File Number (B.C.C.F. No.) 2014042989 and a portion of a called 95 acre tract of land described in an instrument to Gazzie Schleicher recorded under Volume 283, Page 176 of the Brazoria County Deed Records, said 8.097 acres of land being more particularly described as follows:

BEGINNING at a 1/2-inch iron pipe with cap stamped "Brown & Gay" found for the Southwest corner of a called 79.088 acre tract of land described in a conveyance to 72 Acres On 288, LTD., recorded under B.C.C.F. No. 2008040863 and being on the East right-of-way line of a 40-foot wide unimproved roadway per plat of EMIGRATION LAND COMPANY SUBDIVISION SECTION 71 recorded under Volume 2, Page 81-82 of the Brazoria County Plat Records, from which a found 5/8-inch iron rod with a cap bears S 86°42'37" W, 4.73 feet;

THENCE, N 86°42'37" E, along and with the North line of said 95 acre tract and partially along the north line of said 7.054 acre tract, a distance of 721.96 feet to a 1/2-inch iron pipe with cap stamped "Brown & Gay" found on the Northwest right-of-way line of State Highway No. 288 (SH 288), based on a width of 420.00 feet as described in a conveyance to the State of Texas and recorded in Volume 1036, Page 17 of the Brazoria County Deed Records (B.C.D.R.), Volume 1038, Page 302 B.C.D.R., Volume 1041, Page 445 B.C.D.R., Volume 1056, Page 221 B.C.D.R. and Volume 1056, Page 748 B.C.D.R., being the Southeast corner of said 79.088 acre tract and being the common Northeast corner of said 7.054 acre tract and the herein described tract, from which a 1/2 inch iron rod with a cap stamped "Weisser" bears N 86°42'37" E, 0.45 feet;

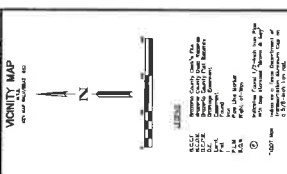
THENCE, S 33°07'51" W, along and with the Northwest right-of-way line of said SH 288 and the Southeast line of said 7.054 acre tract, at a distance of 1,139.62 feet pass the South corner of said 7.054 acre tract and continuing for a total distance of 1,214.27 feet to the East right-of-way of said 40-foot wide unimproved roadway;

THENCE, N 03°21'02" W, along and with the East right-of-way line of said 40-foot wide unimproved roadway, a distance of 977.10 feet to the **POINT OF BEGINNING** and containing 8.097 acres of land.

Bearing orientation is based on the Texas Coordinate System, of 1983 (NAD83) South Central Zone 4204 and is referenced to monuments found along the South line of said 79.088 acre tract as cited herein, having a bearing of N 86°42'37" E.



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1987-1988, 1988-1989, 1989-1990, 1990-1991, 1991-1992, 1992-1993, 1993-1994, 1994-1995, 1995-1996, 1996-1997, 1997-1998, 1998-1999, 1999-2000, 2000-2001, 2001-2002, 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007, 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, 2034-2035, 2035-2036, 2036-2037, 2037-2038, 2038-2039, 2039-2040, 2040-2041, 2041-2042, 2042-2043, 2043-2044, 2044-2045, 2045-2046, 2046-2047, 2047-2048, 2048-2049, 2049-2050, 2050-2051, 2051-2052, 2052-2053, 2053-2054, 2054-2055, 2055-2056, 2056-2057, 2057-2058, 2058-2059, 2059-2060, 2060-2061, 2061-2062, 2062-2063, 2063-2064, 2064-2065, 2065-2066, 2066-2067, 2067-2068, 2068-2069, 2069-2070, 2070-2071, 2071-2072, 2072-2073, 2073-2074, 2074-2075, 2075-2076, 2076-2077, 2077-2078, 2078-2079, 2079-2080, 2080-2081, 2081-2082, 2082-2083, 2083-2084, 2084-2085, 2085-2086, 2086-2087, 2087-2088, 2088-2089, 2089-2090, 2090-2091, 2091-2092, 2092-2093, 2093-2094, 2094-2095, 2095-2096, 2096-2097, 2097-2098, 2098-2099, 2099-2100, 2100-2101, 2101-2102, 2102-2103, 2103-2104, 2104-2105, 2105-2106, 2106-2107, 2107-2108, 2108-2109, 2109-2110, 2110-2111, 2111-2112, 2112-2113, 2113-2114, 2114-2115, 2115-2116, 2116-2117, 2117-2118, 2118-2119, 2119-2120, 2120-2121, 2121-2122, 2122-2123, 2123-2124, 2124-2125, 2125-2126, 2126-2127, 2127-2128, 2128-2129, 2129-2130, 2130-2131, 2131-2132, 2132-2133, 2133-2134, 2134-2135, 2135-2136, 2136-2137, 2137-2138, 2138-2139, 2139-2140, 2140-2141, 2141-2142, 2142-2143, 2143-2144, 2144-2145, 2145-2146, 2146-2147, 2147-2148, 2148-2149, 2149-2150, 2150-2151, 2151-2152, 2152-2153, 2153-2154, 2154-2155, 2155-2156, 2156-2157, 2157-2158, 2158-2159, 2159-2160, 2160-2161, 2161-2162, 2162-2163, 2163-2164, 2164-2165, 2165-2166, 2166-2167, 2167-2168, 2168-2169, 2169-2170, 2170-2171, 2171-2172, 2172-2173, 2173-2174, 2174-2175, 2175-2176, 2176-2177, 2177-2178, 2178-2179, 2179-2180, 2180-2181, 2181-2182, 2182-2183, 2183-2184, 2184-2185, 2185-2186, 2186-2187, 2187-2188, 2188-2189, 2189-2190, 2190-2191, 2191-2192, 2192-2193, 2193-2194, 2194-2195, 2195-2196, 2196-2197, 2197-2198, 2198-2199, 2199-2200, 2200-2201, 2201-2202, 2202-2203, 2203-2204, 2204-2205, 2205-2206, 2206-2207, 2207-2208, 2208-2209, 2209-2210, 2210-2211, 2211-2212, 2212-2213, 2213-2214, 2214-2215, 2215-2216, 2216-2217, 2217-2218, 2218-2219, 2219-2220, 2220-2221, 2221-2222, 2222-2223, 2223-2224, 2224-2225, 2225-2226, 2226-2227, 2227-2228, 2228-2229, 2229-2230, 2230-2231, 2231-2232, 2232-2233, 2233-2234, 2234-2235, 2235-2236, 2236-2237, 2237-2238, 2238-2239, 2239-2240, 2240-2241, 2241-2242, 2242-2243, 2243-2244, 2244-2245, 2245-2246, 2246-2247, 2247-2248, 2248-2249, 2249-2250, 2250-2251, 2251-2252, 2252-2253, 2253-2254, 2254-2255, 2255-2256, 2256-2257, 2257-2258, 2258-2259, 2259-2260, 2260-2261, 2261-2262, 2262-2263, 2263-2264, 2264-2265, 2265-2266, 2266-2267, 2267-2268, 2268-2269, 2269-2270, 2270-2271, 2271-2272, 2272-2273, 2273-2274, 2274-2275, 2275-2276, 2276-2277, 2277-2278, 2278-2279, 2279-2280, 2280-2281, 2281-2282, 2282-2283, 2283-2284, 2284-2285, 2285-2286, 2286-2287, 2287-2288, 2288-2289, 2289-2290, 2290-2291, 2291-2292, 2292-2293, 2293-2294, 2294-2295, 2295-2296, 2296-2297, 2297-2298, 2298-2299, 2299-2300, 2300-2301, 2301-2302, 2302-2303, 2303-2304, 2304-2305, 2305-2306, 2306-2307, 2307-2308, 2308-2309, 2309-2310, 2310-2311, 2311-2312, 2312-2313, 2313-2314, 2314-2315, 2315-2316, 2316-2317, 2317-2318, 2318-2319, 2319-2320, 2320-2321, 2321-2322, 2322-2323, 2323-2324, 2324-2325, 2325-2326, 2326-2327, 2327-2328, 2328-2329, 2329-2330, 2330-2331, 2331-2332, 2332-2333, 2333-2334, 2334-2335, 2335-2336, 2336-2337, 2337-2338, 2338-2339, 2339-2340, 2340-2341, 2341-2342, 2342-2343, 2343-2344, 2344-2345, 2345-2346, 2346-2347, 2347-2348, 2348-2349, 2349-2350, 2350-2351, 2351-2352, 2352-2353, 2353-2354, 2354-2355, 2355-2356, 2356-2357, 2357-2358, 2358-2359, 23

LINE TABLE		
NUMBER	IN CHARGE	PERIOD
1	A. J. HARRIS	10.1.19
2	B. J. HARRIS	10.1.19
3	C. J. HARRIS	10.1.19
4	D. J. HARRIS	10.1.19
5	E. J. HARRIS	10.1.19
6	F. J. HARRIS	10.1.19
7	G. J. HARRIS	10.1.19
8	H. J. HARRIS	10.1.19
9	I. J. HARRIS	10.1.19
10	J. J. HARRIS	10.1.19
11	K. J. HARRIS	10.1.19
12	L. J. HARRIS	10.1.19
13	M. J. HARRIS	10.1.19
14	N. J. HARRIS	10.1.19
15	O. J. HARRIS	10.1.19
16	P. J. HARRIS	10.1.19
17	Q. J. HARRIS	10.1.19
18	R. J. HARRIS	10.1.19
19	S. J. HARRIS	10.1.19
20	T. J. HARRIS	10.1.19
21	U. J. HARRIS	10.1.19
22	V. J. HARRIS	10.1.19
23	W. J. HARRIS	10.1.19
24	X. J. HARRIS	10.1.19
25	Y. J. HARRIS	10.1.19
26	Z. J. HARRIS	10.1.19

NUMBER	DATE OF ISSUE	NUMBER	DATE	NUMBER	DATE
1	1970-10-10	2	1970-10-10	3	1970-10-10
4	1970-10-10	5	1970-10-10	6	1970-10-10
7	1970-10-10	8	1970-10-10	9	1970-10-10
10	1970-10-10	11	1970-10-10	12	1970-10-10
13	1970-10-10	14	1970-10-10	15	1970-10-10
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Journal of Management Education 33(10)

These authors also discuss the importance of the role of the family in the development of the child, and the importance of the role of the family in the development of the child.

P.U.D. MAP
BEING 268.618 ACRES IN THE
H.T. & B. R.R. CO. SURVEYS:
SECTION 72, ABSTRACT NO. 460
SECTION 71, ABSTRACT NO. 291
SECTION 66, ABSTRACT NO. 560
PARTLY IN THE CITY OF MANVEL
BRAZOS COUNTY, TEXAS

WFO 43 1994 APR 10 10:53
BROWN & CALDWELL, INC.
10777 MCINTOSH, SUITE 420
HOUSTON, TEXAS 77033



BRONX & CAT MICHIGAN, ALL
10777 MICHIGAN, SUE 439
BOUTON, TUDAS 77043
IN CHARGE 1031 500-6000

EXHIBIT E

MANVEL TOWN CENTER
PUD DOCUMENT

MANVEL TOWN CENTER PUD DOCUMENT

I. INTRODUCTION

This PUD Document (this "PUD") was prepared on behalf of Manvel Town Center, Ltd., pursuant to the City of Manvel's ordinances related to Planned Unit Development District (PUD). The purpose of the PUD District is to encourage flexibility in the use and development of land in order to promote the most appropriate uses; to provide a high level of amenities; and to provide flexibility in the development of land subject to the development standards coordinated with the necessary public services and facilities.

The Manvel Town Center PUD District ("Manvel Town Center") is a mixed-use project located within the City of Manvel, Brazoria County, Texas. Manvel Town Center consists of approximately 268.6 acres of land and is physically located immediately west of S.H. 288, straddles both north and south sides of S.H. 6, south of County Road 58, and east of CR 48. Exhibit A - Area Location Map illustrates the location of Manvel Town Center. The overall project site is comprised of several large tracts that have been acquired over the past few years to make one cohesive development.

II. EXISTING CONDITIONS

A. SITE DESCRIPTION

Consistent with property in the region, the site upon which Manvel Town Center will be located (the "Site") is generally flat with ground elevations ranging from 60 feet to 65 feet. Brazoria County is considered to be the coastal prairie with its proximity to the Gulf Coast. The Site has some vegetation but is mostly prairie land and fields. The Site is generally located north of the Atchison, Topeka & Santa Fe Railway Company, west of S.H. 288, south of Rodeo Palms Parkway and east of existing CR 48 and proposed Kirby Drive. Manvel Town Center development is made up of multiple parcels, depicted on Exhibits B and C.

The majority of the Site lies within Brazoria County Municipal Utility District No. 42 (BCMUD No. 42).

Currently, all of the parcels are vacant. There is one pipeline easement, a 30' Trunkline Gas Pipeline Easement, affecting the property located in the southwest portion of the property and positioned northwest/southeast.

An aerial photo of the Site, as well as legal descriptions and boundary surveys are included in the Exhibits section of this document: Exhibit A – Area Map, Exhibit B - Surveys, and Exhibit C – Metes & Bounds Descriptions.

B. SURROUNDING LAND USE

Generally, the surrounding land use is undeveloped acreage with a scattering of large lot residential, commercial sites and industrial sites predominantly to the west and to the south. An existing single-family residential development, Rodeo Palms, is located to the north across Rodeo Palms Parkway. To the east across S.H. 288 is a planned development, The Presidio at Manvel, which has been approved by the City, but development has not yet begun. The majority of the property is currently zoned Light Commercial. A portion of the property along S.H. 288 is currently zoned O-PUD.

The surrounding land uses can be seen on Exhibit A – Area Map located in the Exhibits section of this document.

III. GOALS AND OBJECTIVES

The Manvel Town Center PUD District creates a quality development with the following goals: commercial and retail community cohesiveness, quality and character of community, and orderly growth. Further, the goals reflect the flexibility to achieve a high quality commercial and mixed-use development in a coordinated suburban setting.

The goals and objectives for Manvel Town Center are outlined below.

<u>Goal</u>	<u>Objective</u>
Community Cohesiveness	Provide compatible and functional land uses for employment, shopping, living, entertainment, and similar compatible uses.
Quality and Character of Community	Provide high quality planning and architecture along with implementation of creative designs, building standards, and uniformity in building construction.
Orderly Growth	Provide community integrity through an experienced development team and careful application of flexible regulations and architectural controls.

The goals and objectives for Manvel Town Center will be achieved through the implementation of a series of planning strategies designed to maintain flexibility in the market place. Variety and choice will be achieved by creating a community of mixed land uses that offer a wide range of choices. Manvel Town Center's desirability shall be enhanced by office space, shopping, restaurants, convenience retail, entertainment facilities, commercial uses, and medical facilities. Manvel Town Center may also provide for an urban atmosphere that allows for denser development and to combine land uses within multi-story buildings.

The community's strong character will be ensured through the guidelines listed within the PUD and applicable City of Manvel Ordinances. In addition, there will be a variety of amenities and significant landscaping. The guidelines for these areas may include the following design features:

- A cohesive signage program.
- Buildings with aesthetically pleasing architectural design characteristics.
- Adequate and convenient parking.

A cohesive community will be accomplished by mixing compatible and functional land uses. The combination of commercial, and office uses in a coordinated and controlled environment will provide the residents in the surrounding area with the quality and convenience essential to a quality development.

Orderly growth will be achieved through a master plan implemented by a proven and experienced land development team. This will ensure a completed project that is consistent in character and content, providing residents, businesses and visitors with a clear sense of community.

In summary, the planning strategies to be implemented for Manvel Town Center will ensure its economic feasibility, desirability and quality, by providing flexible land use controls, high quality planning, and thoughtful architectural and aesthetic guidelines.

IV. PROJECT / PLAN DESCRIPTION

A. LAND USE

Manvel Town Center is poised to be a central location for shopping and entertainment and a source of employment for residents in the area. Manvel Town Center will be composed of multiple land uses that may include, but are not limited to, educational, commercial, retail, hotel, office, entertainment venues, restaurants and dining, and mixed-use. The composition of the permitted land uses may be influenced by market conditions, as well as the PUD development regulations and Appendix A. A variety of land uses will be offered throughout the development.

The Conceptual Development Plan (Exhibit D) for Manvel Town Center illustrates the predominance of commercial and retail uses proposed for this area. The intersection of two

major highways is a prime location for combining and mixing various commercial and retail uses. The proposed mix of uses throughout the development will bring a unique quality to the suburban Manvel area. All land use acreages and locations are preliminary and subject to change as development occurs.

1) Land Use/Regulatory Compliance

Capitalized terms used in this PUD Document have the meanings in the City of Manvel Zoning Ordinance unless otherwise defined herein. Any land use permitted within Appendix A may be freely interchanged within the boundaries of the PUD, provided such uses comply with the PUD regulations. Any modifications to rights of way, detention, and utility sites shall be permitted without an amendment to the document or Exhibit D but shall not be less than or smaller than what is included in the City's currently approved Master Thoroughfare Plan. Once right of way is platted, no further adjustments are permitted. This will allow Manvel Town Center to remain competitive in the real estate market over the life of the project and the ability to make adjustments as necessary to accommodate specific end users in a timely manner. Although the Manvel Zoning ordinance allows the City to freeze permits and/or approvals or discontinue the PUD if the developer fails to timely submit annual reports concerning the status of the PUD, the City agrees not to take any such remedial action unless the developer fails to submit annual reports timely and such failure is not cured within sixty days after written notice by the City of Manvel.

2) Land Use Categories

The land use categories consist of Infrastructure, Commercial/Retail, Mixed Use and Community Elements. No residential uses are permitted. The uses within each category are interchangeable and would not need further approval from the City if currently allowed in a Light Commercial zoned area. Any land use that requires a Specific Use Permit (SUP) in a Light Commercial zone will still require individual approval by the Manvel City Council.

- Commercial/Retail: Town Centers are designed to allow for a variety of uses to coexist to meet the retail and service needs of a community. The focus of the Manvel Town Center is to provide the various retail and service to the Manvel community. Allowable uses include those uses listed in Appendix A of this document, and in the Light Commercial District, as defined within the City of Manvel Zoning Ordinance.
- Mixed Use: Town Centers often benefit from incorporating buildings that combine a variety of uses, including but not limited to, office, commercial and retail and/or any other use permitted within the PUD. These mixed use facilities encourage interaction between businesses while also creating a more dynamic community.
- Community Elements: Town Centers are increasingly becoming popular locations for residents to congregate for relaxation, shopping and entertainment. Compatible open space areas will be developed alongside restaurant, retail and possible urban density commercial development.

If desired, the uses listed may be developed as mixed-use sites, which allow for a variety of uses within a building. For example, retail and restaurant establishments located on the first floor with office, or educational uses on the second and above floors. Other parcels may develop as pad sites. Pad sites are smaller parcels (typically one to two acre sites) and usually developed by one user, such as a restaurant or a bank.

B. ARTERIAL PLAN

The development is surrounded by five major thoroughfares: S.H. 6, S.H. 288, CR 48, Rodeo Palms Parkway and proposed Kirby Drive and shall comply with the City's currently approved Master Thoroughfare Plan. There is also a proposed collector road that will connect Rodeo Palms Parkway to proposed Kirby Drive. The majority of the site has frontage access to S.H. 6, a prominent major thoroughfare, and secondary access through Rodeo Palms Parkway, CR 48 and future Kirby Drive. S.H. 6 is a 6-lane highway plus a center turn lane and is a prominent northwest-southeast corridor in the region. S.H. 288 is also a prominent thoroughfare in the region stretching from Downtown Houston south to the Gulf Coast; however, the site does not currently have direct access to S.H. 288. The visibility along this major corridor provides a great benefit to the entire project. This portion of S.H. 6 through Manvel remains at grade and controls traffic with a series of traffic lights while S.H. 288 design utilizes overpasses at major intersections. This intersection of S.H. 6 and S.H. 288 is ideally positioned as a prime location for all types of commercial development.

Another major thoroughfare providing access to the west side of the overall development is CR 48. CR 48 is an existing roadway that stretches from S.H. 6 north into City of Pearland where the street name changes to Kingsley Drive. The current right of way varies along CR 48, but as development occurs and right of way is dedicated, the width is ultimately planned to be 120 feet.

Kirby Drive, also a major thoroughfare, is proposed in the northwest vicinity and adjacent to the most western boundary of the development. Upon being constructed, Kirby Drive will provide an north south alternative to S.H. 288. In the future, Kirby Drive will provide a connection from S.H. 6 north to Beltway 8. The proposed right of way width of Kirby Drive is 120 feet.

Rodeo Palms Parkway, a major thoroughfare located north of the site, is the primary entry into the single-family residential development, Rodeo Palms. Rodeo Palms Parkway is a 120 foot boulevard currently constructed from its intersection with S.H. 288, west for approximately 1,500 feet. When the roadway is complete, it will provide an east-west connection between S.H. 288 and CR 48.

A proposed collector road will connect Rodeo Palms Parkway to Kirby Drive. This will provide local circulation in and around the development. The proposed right of way for this collector road is 80 feet.

Internal access roads and Public Access Easements (P.A.E.) will be provided throughout the development to ensure adequate internal circulation between the uses.

See Exhibit E - The Arterial Plan, for the proposed alignments all roadways listed above.

C. DEVELOPMENT GUIDELINES

This PUD Document amends the zoning for all property within Manvel Town Center and, subject to this PUD Document, all City of Manvel Subdivision and Zoning regulations in place at the time this document is approved by City Council shall apply to this PUD. The City of Manvel Design Criteria Manual (excluding the items specified below) and Construction Standards in effect at the time of building permit applications shall apply to all development within the PUD. The following sections of Section 6 of the Design Criteria Manual, as set forth on Appendix B attached hereto and made a part hereof, shall be grandfathered for the PUD.

Any change to the guidelines below or other applicable regulations shall require a variance granted by the City of Manvel City Council.

1) Roadways

- a. Collector Streets (as designated on the Major Thoroughfare Plan)
 - i. Collectors shall have a right of way width of eighty (80) feet

- b. Block Length
 - i. For property along S.H. 288 frontage, block length shall not exceed 6,200 feet. On commercial developments, internal circulation will be implemented as needed through the use of internal roadways and/or public access easements. All other development will comply with typical block length requirements.
- c. Public Access Easements (PAE)
 - i. Location (see exhibit D)
 - (1) PAEs are not required on parcels less than 300 feet from the right of way of S.H. 6 or S.H. 288
 - (2) Refer to Exhibit D for the proposed location of Public Access Easements within the project. The location is conceptual and subject to change. Final location will be determined as development occurs.
 - (3) There shall be a minimum of one (1) PAE running relatively parallel with S.H. 6 between Kirby and S.H. 288.
 - (4) There shall be a minimum of one (1) PAE running relatively north-south between S.H. 6 and the northern property line of the tract adjacent to S.H. 288.
 - ii. PAEs shall be a minimum of twenty-five (25) feet in width.
 - iii. No parking or loading activity is permitted within, or with direct access to, PAEs.
- d. Sidewalks
 - i. No sidewalks are required along S.H. 288 frontage or S.H. 6 frontage.
 - ii. Internal pedestrian connectivity will be in compliance with all ADA and TAS requirements.
 - iii. Sidewalks must be a minimum of four (4) feet in width unless otherwise required in the City's approved Master Thoroughfare Plan.
- e. Access

The City agrees that certain parcels may not have physical frontage on an abutting public road. The City agrees that the PUD may provide "satisfactory access" to any lot or parcel within the PUD (as required by Manvel Subdivision Ordinance Section 62-108) from cross access easement(s) which (1) provide for general access to the public, (2) are filed of record, and (3) are noted on a subdivision plat. Corresponding subdivision plats for such parcels will show the recorded cross access easement(s) and/or provide notation of the cross access easement agreement to clarify and show all parcels within the PUD have satisfactory access.

2) Building Setbacks

- a. If a parcel is adjacent to Kirby Drive, S.H. 6 or S.H. 288
 - i. Front building setback: Minimum twenty-five (25) feet.
 - ii. Side and rear building setbacks: Minimum fifteen (15) feet.
- b. If a parcel is adjacent to a collector or internal local street
 - i. Front building setback: Minimum ten (10) feet
 - ii. Side and rear building setbacks: zero if adjacent to commercial/retail or ten (10) feet if adjacent to Residential.
 - iii. Corner side setback: Minimum five (5) feet

3) Building Height

- a. Building heights must be in compliance with the below standards:
 - i. Pad Site – No building may exceed thirty-five (35) feet in height.

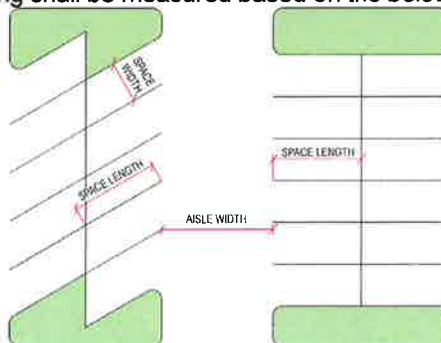
- ii. Commercial Anchor Tenant- No building may exceed sixty (60) feet in height
- iii. Mixed Use, office, medical and/or other multi-story uses – No building may exceed 150 feet in height.

4) Building Materials

- a. All commercial buildings must be composed of a minimum of seventy-five percent (75%) masonry, exclusive of windows, doors or other transparent materials. The calculation shall be based on the total square footage of all facades.
- b. The following materials shall meet the masonry requirement:
 - i. Stone
 - ii. Brick
 - iii. Concrete (including tilt wall)
 - iv. Hollow clay tile
 - v. Concrete Masonry Unit (CMU)
 - vi. Glass block
 - vii. True Stucco
 - viii. Insulated concrete forms (ICF)
- c. Non-masonry materials may not exceed twenty-five (25) percent of the building's elevation.
- d. The following non-masonry materials are permitted. Prior to approval of the use of the below materials, proof must be provided to show that the material and installation process meets ICC and Texas Windstorm standards and as approved by the City's Building Official or City Engineer.
 - i. Cementitious Fiber
 - ii. EIFS
 - iii. Architectural metal panels
- e. Nationally or regionally recognized chains will be permitted to use company specific materials not listed above (metal roofing and/or siding, wood siding, and other materials)
 - i. Regionally recognized chains shall mean any chain with a minimum of five (5) locations within the greater Houston area.
 - ii. Nationally recognized chains shall mean any chain with a minimum of ten (10) locations across two (2) or more states.
- f. All color selections shall be harmonious with adjacent development within the site and consistent with first rate commercial development in the area.

5) Parking

- a. The project should have a minimum of 5.0 spaces per 1,000 square feet of gross leasable floor area.
- b. Shared parking is permitted, subject to a public agreement between the participating owners. Shared parking shall satisfy the minimum parking ratio requirements.
- c. All parking shall be measured based on the below illustration:



- d. All parking stalls shall be a minimum of ten (10) feet in width by nineteen (19) feet in length and must meet the minimum requirements in the table below:

	Angle	Aisle Width (ft)
One Way	0 Degrees	14
	60 Degrees	24
	90 Degrees	24
Two Way	0 Degrees	20
	60 Degrees	24
	90 Degrees	24

6) Lighting

- a. In addition to the requirements listed within the City of Manvel Subdivision Ordinance, all development must comply with the Dark Sky Regulations as depicted in the Fort Bend County Outdoor Lighting Regulations in effect at the time this document is approved. This ensures minimal impact to the surrounding areas and limits light pollution.

7) Detention

- a. Detention facilities may be temporarily located on land within future phases of the project.
- b. Any temporary detention capacity shall be filed at the County with the off-site property owner's acknowledgement and approval.

8) Open Storage

- a. Open storage is permitted within the parking lot for temporary seasonal sales or temporary promotional events.
- b. No permits are required for temporary storage.

9) Landscape Requirements

- a. A minimum of ten (10) percent of the site (excluding building footprint) shall be landscaped. All pervious area shall be counted toward the total landscape area.
- b. Landscaping and/or decorative fence shall screen outside storage areas, loading docks, garbage collection bins and delivery entrances from adjacent property and public street right of way.
- c. **Street Trees**
- A minimum of 1 and ½ caliper inches is required for every thirty (30) feet of street frontage.
 - No street tree shall be less than three (3) inch caliper
 - The maximum allowed spacing between trees is forty-five (45) feet.
 - Trees may grouped or placed at regular intervals so long as the spacing requirements listed above are met.
- d. **Parking lot landscaping**
- In addition to the Street Trees noted above, a tree of minimum two inch (2") caliper shall be provided within or adjacent to the parking area at tree islands that:
 - Are at least nine feet (9') wide.
 - Each have a square footage of minimum 180 SF.
 - Are located so that no parking space is further away than one hundred feet (100') from a tree island
 - Shrub planting shall be placed along the perimeter of a parking lot in order to screen the parking lot. The shrubs shall be maintained at a maximum height of 36 inches.

- iii. At entrance and exits, shrubs shall be no higher than twelve (12) inches in height.

D. UTILITIES

Manvel Town Center is included in the Brazoria County Municipal Utility District No. 42 (BCMUD No. 42). A complete utility system is being planned that will include a water distribution system, wastewater collection system, and a storm drainage system. See Exhibit D for proposed location of Water Plant and Waste Water Treatment Plant sites. If necessary, additional utility sites will be determined as development occurs.

Design and construction of these facilities will be in accordance with the criteria established by the City of Manvel, Brazoria County, Texas Commission on Environmental Quality ("TCEQ"), and the Texas Department of Health.

The storm drainage system will include both on-site and off-site facilities. There are a series of detention facilities proposed throughout the site. See Exhibit D. All storm drainage improvements will be designed in accordance with criteria established by Brazoria Drainage District No. 4. As with the other utilities, the drainage and detention locations are subject to change dependent upon future regionalization of facilities. However, any facility constructed shall meet all applicable local and state regulations.

When applicable, regionalization opportunities for all waste water treatment plans, water plants and other utility sites will be considered.

E. SIGNAGE

All signage must be composed of materials and colors compatible with the associated use and the overall development. The following regulations shall apply:

- 1) **Multi-Tenant Pylon Signs** – A multi-tenant sign is defined as a freestanding sign with signage panels for multiple tenants within a single development. In some instances, a multi-tenant sign may be considered off-premise.
 - a. Maximum Height
 - i) Signs shall not exceed fifty (50) feet in height along S.H. 288 frontage.
 - ii) Signs shall not exceed forty (40) in height along all other street frontage.
 - iii) The bottom of such sign message area shall not be less than ten (10) feet above the surrounding finished grade level.
 - b. Maximum Width – twenty-five (25) feet.
 - c. Off-premise signage is permitted for other uses within the Manvel Town Center development.
 - d. One (1) multi-tenant sign is permitted for each entrance into the development from S.H. 288 and S.H. 6 that is approved by the Texas Department of Transportation (TxDot)
- 2) **Single Tenant Monument/Pylon Signs** - A single-tenant sign is defined as a freestanding sign advertising a single use.
 - a. Maximum Height
 - i) Signs may not exceed six (6) feet in height.
 - b. Signs shall not exceed fifty (50) square footage in area
 - c. One single tenant monument sign is permitted for each parcel. If a parcel has frontage on two thoroughfares, one monument sign is permitted on each street frontage.
 - d. At no point shall any single tenant monument/pylon sign be within 100 feet of any other sign.

3) Fuel Station Signage

- a. Electronic reader boards/LED screens may be used at fuel stations so long as
 - i) the screens only display fuel price and grade information; and
 - ii) the screens do not rapidly change display, flash, or pulse.
- b. in addition to the electronic reader board/LED signage described above, fuel stations may also have canopy signage, as follows:
 - i) Signage may be incorporated on all sides of the canopy so long as it does not cover more than 50% of the total canopy area.
 - ii) Maximum letter height – Twenty-four (24) inches for one line of text, eighteen (18) inches for two lines of text.
 - iii) The face of any LED fuel pricing sign will not exceed 100 SF. Signage may include the fuel station's graphics, logos, and similar branding. See Exhibit H for a general depiction of permitted LED signage.

4) Wall Mounted Signage

- a. Buildings thirty (30) feet or less in height.
 - i) Maximum Letter Height – thirty-six (36) inches for one line of text, eighteen (18) inches for two lines of text
 - ii) Maximum overall Height – thirty-six (36) inches for one line of text, forty-two (42) inches for two lines of text.
The signage face shall not exceed 80% of storefront width of the tenant space.
- b. Buildings over thirty (30) feet in height.
 - i) For every additional six (6) feet in height over thirty (30) feet, an additional twelve (12) inches of letter height is permitted, up to a maximum overall height of seventy two (72) inches.
 - ii) The signage face shall not exceed 80% of storefront width of the tenant.
- c. Anchor Tenants over 80,000 square feet
 - i) Wall mounted signage may not exceed 92" in overall height.

5) General Signage Requirements

- a. All signage shall be located a minimum of ten (10) feet from the property line.
- b. There shall be a minimum of 100 feet between signs.
- c. All signage must be perpendicular to the right of way.
- d. Electronic Reader Boards/ LED screens are not permitted along public roadways except when used at fuel stations in accordance with item E.(3) above. When they are used in other areas of the development, the following regulations apply:
 - i) No internal or external illumination of the LED screens will be allowed between the hours of 10 p.m. and 6 a.m.
 - ii) Maximum illumination will be the difference between ambient light and full wattage cannot be more than .2 foot-candles at 75 feet.
 - iii) Maximum wattage will be 6,500.
- e. Electronic reader boards/LED screens may be used at fuel stations so long as
 - i) the screens are used to display fuel price and grade information only; and
 - ii) the screens do not rapidly change display, flash, or pulse.

- 6) **Temporary Signage:** Temporary signage shall be subject to the regulations listed in Section 53-10 of the City of Manvel Code of Ordinances in effect at the time this document is approved by City Council.

- 7) **Prohibited Signage:** Unless specifically permitted in the above regulations, all signage listed in 53-11 of the City of Manvel Code of Ordinances in effect at the time this document is approved by City Council, is prohibited.

F. SITE PLANS

The development of individual parcels of commercial and residential shall meet all development guidelines specified above, including lighting, trash receptacles, signage, and landscaping.

1) **Development Review and Approval**

As a part of the permitting process, all development will be reviewed and approved by the city staff and the Development Review Committee to ensure compliance with the PUD document. A permit shall not be unreasonably withheld so long as all PUD standards are met and it does not negatively impact the health and safety of the community.

G. AMENITIES / OPEN SPACE / LANDSCAPING

Dependent upon the land uses developed, appropriate open space areas will also be created and/or considered. However, no dedicated open space is required for commercial development.

H. PHASING / DEVELOPMENT SCHEDULE

The phasing of the development depends highly upon market conditions. Phase I may focus on the tracts along S.H. 6. The parcels along S.H. 6 currently have full access to a major thoroughfare and are a superior location for commercial / retail development. Phase II may focus on the parcel located at the intersection of S.H. 6 and S.H. 288. Access is available and a high volume of traffic passes through this intersection. Phase III may be the northernmost parcel adjacent to and west of S.H. 288. Phase IV will consist of the property south of S.H. 6. Refer to Exhibit G.

Following approval, the PUD document will remain in effect until a new zoning classification or PUD amendment is approved for the property. There shall be no expiration on this PUD document.

V. LIST OF APPENDICES AND EXHIBITS

The following appendices and exhibits are attached to and made a part of this Application.

Appendix A – Additional Permitted Uses

Appendix B – Additional Site Development Requirements and Design Criteria

Exhibit A – Area Location Map

Exhibit B – Surveys

Exhibit C – Metes and Bounds Descriptions

Exhibit D – Conceptual Plan

Exhibit E – Arterial Plan

Exhibit F – Detention Plan

Exhibit G – Phasing Plan

Exhibit H – LED Sign

Appendix A

Permitted Uses

The following uses shall be permitted in addition to all uses permitted within the Light Commercial zoning district at the time the PUD document is approved by City Council if they do not require a Specific Use Permit (SUP) in a Light Commercial zone. Any land use that requires a Specific Use Permit (SUP) in a Light Commercial District will still require approval by the Manvel City Council.

- Automotive Part Sales
- Automotive Repair and Maintenance
- Establishment that primarily serves alcoholic beverages.
- Hotel
- Lessors of Mini-Warehouse and Self-Storage
- Micro Brewery
- Personal and Household Good Repair and Maintenance
- Restaurant with Drive Thru
- Restaurant with Micro Brewery
- Retail/Wholesale
- Warehouse and Storage

Appendix B

1.04, Part A, Section 7 Driveways

7. Driveways

- a. It is desirable to minimize the number of non-residential driveways on all streets in order to reduce the number of conflict points and facilitate traffic flow. It is recognized, however, that certain existing tracts may not be able to fully comply with the following standards due to limited frontage or other constraints.
- b. When compliance with these criteria is precluded due to the location of driveways on adjoining properties, attempts should be made to obtain alternative access where feasible, including joint access driveways, access easements to adjoining properties or access to intersecting streets.
- c. If it can be demonstrated to the City that sufficient attempts to secure alternative access have been made and that such access is still not possible, the City may accept a Traffic Impact Analysis performed by a Registered Professional Engineer to permit a deviation to the driveway spacing requirements indicated herein.
- d. Residential driveways shall be a minimum of 12 feet wide (and a maximum of 24 feet) at the right of way line and should be placed away from the property line.
- e. Residential lots must have a minimum of 120 feet of frontage in order to be eligible for two driveways on the same lot and they shall have 50 feet of separation between them.
- f. Residential lots should not front on collector streets, thoroughfares, or arterials. For residential lots that do front on collector streets, they must have an internal turnaround or circle drive to minimize conflict points.
- g. Non-residential driveways shall be 25 feet to 35 feet wide of pavement. Non-residential driveways shall be spaced with a minimum of 50-foot separation.
- h. Islands may be allowed within non-residential driveways, but must have a minimum of 12.5' travel lanes, and be pre-approved by the Fire Marshal.
- i. Non-residential driveways on major thoroughfares/boulevard streets shall be placed no closer than 125 feet from the ultimate curb line of an intersecting major thoroughfare or boulevard street. Non-residential driveways on collector/ minor streets are to be placed no closer than 75 feet from the ultimate curb line of an intersecting major thoroughfare/boulevard street. Non-residential driveways on major thoroughfares/boulevard streets are to be placed no closer than 75 feet from the ultimate curb line of an intersecting collector commercial/minor street.
- j. For purposes of determining the separation distance, the back of curb or edge of street shall be used in conjunction with the edge of driveway which is closest and parallel to the street.
- k. Non-residential tracts with less than 150 feet of frontage on a public street shall have no more than 1 driveway. Non-residential tracts with between 150 and 320 feet of frontage on a public street shall have no more than 2 driveways. Non-residential tracts with between 321 feet and 600 feet of frontage on a public street shall have no more than 3 driveways. Non-residential tracts with over 600 feet of frontage on a public street shall have driveways specially designed and specifically approved by the City.
- l. Non-residential driveway connections to the public street shall be approved and inspected by the City of Manvel.
- m. Driveway radii shall not extend beyond the projection of a property corner to the back of the curb.
- n. Driveways shall be installed according to the City of Manvel Construction Details.

- o. Driveways shall be evaluated with respect to signage, landscaping and structures for adequate sight distance.
- p. A note stating, "Access to adjacent property and common driveways may be required," shall be placed on the site plan.
- q. Curb returns for driveways shall be, at a minimum:
 - (1) For residential driveways:
 - (a) 5 feet on local streets
 - (b) 10 feet on collector streets, major thoroughfares and boulevards
 - (2) For non-residential driveways:
 - (a) 25 feet on local streets
 - (b) 35 feet on collector streets, major thoroughfares, boulevards and local streets less than 28 feet in width.
- r. Manholes, fire hydrants, and water valves shall not be located within a driveway, sidewalk or street.

1.04, Part A, Section 11 Parking Lot Guidelines

11. Parking Lot Guidelines

A parking lot layout is required to ensure that adequate off-street parking is provided with the construction, alteration, remodeling or change of use of any building or change in use of land.

- a. Off-street parking spaces shall be located on the same lot, tract, parcel, or premises as the use being served or on other property of the same or less restrictive zoning classification that the owner of the premises being served has a continuing right to use for parking. When the off-street parking spaces are not located on the same lot, tract, parcel, or premises being served, the distance from the center of the parking lot to an entrance to the building or use shall not exceed 300 feet in distance, measured along the shortest available pedestrian route with public access.
- b. Any existing building or use that is enlarged, structurally altered, or remodeled to the extent of increasing or changing the use by more than 50 percent as it existed shall be accompanied by off-street parking for the entire building or use. When the enlargement, structural alteration, or remodeling is to the extent that the use is not increased or changed by more than 50 percent, additional off-street parking shall only be required for the increased or changed floor area or use.
- c. Existing parking spaces may not be used to satisfy additional off-street parking requirements unless the existing spaces exceed the number recommended for the building or use for which the existing spaces are associated. Commercial areas may be phased. Parking from earlier phases may count for future uses.
- d. Intentionally deleted. [See PUD Document for requirements.]
- e. Intentionally deleted. [See PUD Document for requirements.]
- f. Intentionally deleted. [See PUD Document for requirements.]
- g. Off-street parking spaces shall be clearly marked. Parking spaces abutting an adjoining property line or street right of way shall be provided with wheel guards or bumper guards so located that no part of a normally parked vehicle will extend beyond the property line. When wheel guards are used, they shall be centered 2.5 feet from the property line for 90-degree parking, 2.3 feet for 60-degree parking, and 2.0 feet for 45-degree and 30-degree parking.
- h. Approval of the parking area layout and design of all off-street parking areas shall be by the City. The City shall determine that spaces provided are usable, and that the circulation pattern of the area is adequate.
- i. Mixed/Combination of Land Uses - Where a mixed or combination of land uses are proposed, parking shall be calculated based on the respective requirements of each land use. Shared parking is encouraged, if appropriate.

- j. Unless a site-specific geotechnical report recommends otherwise, all new parking shall be constructed with concrete, with a minimum slab thickness of 6 inches with $f_c = 3,500$ psi and reinforcement shall be Grade 60, $f_y = 60,000$ psi, #4 deformed reinforcing bars spaced at 18 inches center to center both ways and minimum lap lengths of 18 inches.

1.04, Part A, Section 12 Fences

- 12. Fences in any single-family residential district may not exceed six feet in height. Fences in districts other than single-family residential, may not exceed eight feet in height. Barbed wire fences are only allowed on property at least two acres in size and the barbed wire portion of the fence shall be no higher than 52 inches as measured from the natural ground.
 - a. Perimeter fencing adjacent to Major Thoroughfares shall be masonry.
 - b. Perimeter fencing adjacent to Detention Ponds and Amenity Lakes shall be ornamental (wrought) iron.
 - c. Perimeter fencing to be installed prior to the release of the One Year Maintenance Bond.

1.04, Part A, Section 14 Street lights

- 14. Streetlights
 - a. All new streetlights within a subdivision to be installed by the developer.
 - b. All monthly electrical charges and any maintenance and operation costs for streetlights within a subdivision to be paid for by the homeowners association or MUD, as applicable.
 - c. All new streetlights to be LED Modules/Fixtures.
 - d. Refer to City Code 62-114.
 - e. Streetlights to be installed at all intersections, dead-ends, cul-de-sacs, and at a minimum spacing of 250 feet; or consistent with a photometric layout, as approved by the City.
 - f. Streetlights on Streets ($\leq 80'$ ROW) shall have minimum 60 watt LED. Streetlights on Thoroughfares ($> 80'$ ROW) shall have minimum 180 watt LED.

2.03, Part H thru Part J (deal with paving thickness, sidewalks, and fence heights)

H. All parking lot pavement for site plans shall be engineered to provide for regular use of vehicles expected to utilize the parking area and based upon the soil conditions underlying the parking area. A Registered Professional Engineer shall certify the design submitted for approval.

I. Concrete sidewalks (a minimum of 4 feet wide and 4 inches thick with steel reinforcement) shall be required along all curb-and-gutter street frontages. The design and installation of such sidewalks shall comply with Texas Accessibility Standards Architectural Barriers requirements. The location of all proposed and existing sidewalks shall be shown on the construction drawings.

J. Show location of signs, screening walls or fences (indicate height, minimum 8 feet) and dumpsters (with appropriate screening).

[illegible]

EXHIBIT C

MTC PUD
268,618 TOTAL ACRES

JUNE 15, 2016
REVISED: JUNE 27, 2016
JOB NO. 3890-05

DESCRIPTION OF 268.618 ACRES OF LAND
SITUATED IN THE H.T. & B.R.R. CO. SURVEY, SECTION 71, ABSTRACT 291
THE H.T. & B.R.R. CO. SURVEY, SECTION 66, ABSTRACT 560
AND THE H.T. & B. R.R. CO. SURVEY, SECTION 72, ABSTRACT 460
PARTIALLY IN THE CITY OF MANVEL
AND CITY OF MANVEL E.T.J.
BRAZORIA COUNTY, TEXAS

BEING 268.618 acres of land situated in the H.T.& B.R.R. Co. Survey, Section 71, Abstract 291, the H.T. & B.R.R. Co. Survey, Section 66, Abstract 560 and the H.T.& B. R.R. Co. Survey, Section 72, Abstract 460, being partially in the City of Manvel and the City of Manvel E.T.J, Brazoria County, Texas, said 268.618 acres being a portion of Lot 243, Lot 244, Lot 245, of said Section 66, as shown on the plat of Emigration Land Company Subdivision, filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, a portion of Lot 6, Lot 7, Lot 13, Lot 16, Lot 24, Lot 32, Lot 36, Lot 37, Lot 42, Lot 50, Lot 57 and Lot 58, of said Section 71, as shown on said plat of Emigration Land Company Subdivision and all of Lot 18, Lot 19, Lot 20, Lot 41, Lot 47, Lot 48, Lot 49 and Lot 56, of said Section 71, as shown on said plat of Emigration Land Company Subdivision and all of a called 79.088 acre tract described in a deed to 72 Acres On 288, LTD., recorded under Brazoria County Clerk's File (B.C.C.F.) No. 2008040863, said 268.618 acres of land being more particularly described in 6 (six) parcels as follows:

30.931 ACRES

BEING 30.931 acres of land and being all of Lots 18, 19 and 20 of the Emigration Land Company Subdivision Section 71 of the H.T.& B.R.R. Co. Survey, Abstract 291, a subdivision plat filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, said 30.931 acres also being all of a called 30.96 acre tract of land described in an instrument to Manvel North 40 Acres, Ltd., filed for record under Brazoria County Clerk's File Number 2007043959, said 30.931 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 3/4-inch iron pipe with a cap stamped "S. Adams" found for the southeast corner of said Lot 20, same being the southwest corner of Lot 28, the northeast corner of Lot 21 and the northwest corner of Lot 29 of said Emigration Land Company Subdivision Section 71;

THENCE, S 86°37'03" W, a distance of 639.18 feet along the south line of said Lot 20 and the north line of said Lot 21 to a 1/2-inch iron pipe found for the southwest corner of said Lot 20 and the northwest corner of said Lot 21, lying on the east right-of-way line of a called 40-foot roadway (unimproved) as shown on said Emigration Land Company Subdivision Section 71 plat;

THENCE, N 03°22'22" W, along and with the west line of said Lot 20 and the east line of said 40-foot roadway, at a distance of 702.53 feet pass a found 1/2-inch iron pipe found for the northwest corner of said Lot 20 and the southwest corner of said Lot 19 and continuing along and with the west line of said Lot 19, said Lot 18 and the east line of said 40-foot roadway for a total distance of 2,106.76 feet to a 1-inch iron pipe found for the northwest corner of said Lot 18 and the southwest corner of Lot 17 of said Emigration Land Company Subdivision Section 71;

MTC PUD
268.618 TOTAL ACRES

JUNE 15, 2016
REVISED: JUNE 27, 2016
JOB NO. 3890-05

THENCE, N 86°38'58" E, a distance of 640.00 feet along and with the north line of said Lot 18 and the south line of said Lot 17 to a 1-inch iron pipe found for the northeast corner of said Lot 18, the southeast corner of said Lot 17, the northwest corner of Lot 26 and the southwest corner of Lot 25 of said Emigration Land Company Subdivision Section 71, from which a found 1/2-inch iron rod with a cap stamped "S. Adams 3688" bears N 25°05' 09" E, 0.94 feet;

THENCE, S 03°21'02" E, along and with the east line of said Lot 18 and the west line of said Lot 26, at a distance of 702.52 feet pass a found 1-inch iron pipe found for the southeast corner of said Lot 18, the southwest corner of said Lot 26, the northeast corner of said Lot 19 and the northwest corner of Lot 27 of said Emigration Land Company Subdivision Section 71, at a distance of 1,404.23 feet pass a 1-1/2 inch iron pipe found for the southeast corner of said Lot 19, the northeast corner of said Lot 20, the southwest corner of said Lot 27, the northwest corner of said Lot 28 and continuing for a total distance of 2,106.40 feet to the **POINT OF BEGINNING** and containing 30.931 acres of land.

5.161 ACRES

BEING 5.161 acres of land and a portion of Lot 13 of the Emigration Land Company Subdivision Section 71 of the H.T. & B.R.R. Co. Survey, Abstract 291, a subdivision plat filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, said 5.161 acres also being a portion of a called 10.30 acres of land described in an instrument to JAA Texas Investments, L.L.C., filed for record under Brazoria County Clerk's File Number 2006043513, said 5.161 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod with a cap stamped "S. Adams 3688" found for the southeast corner of said Lot 13, same being northeast corner of Lot 14 of said Emigration Land Company Subdivision Section 71, also lying on the west right-of-way line of a 40-foot wide roadway (unimproved) as shown on said Emigration Land Company Subdivision Section 71 plat;

THENCE, S 86°37'03" W, a distance of 640.00 feet along the south line of said Lot 13 and the north line of said Lot 14 to a 1/2-inch iron rod with a cap stamped "S. Adams 3688" found for the southwest corner of said Lot 13 and the northwest corner of Lot 14, lying on the east line of Lot 5 of said Emigration Land Company Subdivision Section 71;

THENCE, N 03°22'22" W, a distance of 351.25 feet along the west line of said Lot 13 and the east line of said Lot 5 to the northwest corner of the herein described tract;

THENCE, N 86°37'03" E, a distance of 640.00 feet over and across said Lot 13 to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" set for the northeast corner of the herein described tract lying on the west right-of-way line of said 40-foot wide roadway;

THENCE, S 03°22'22" E, a distance of 351.25 feet along the east line of said Lot 13 and the west line of said 40-foot roadway to the **POINT OF BEGINNING** and containing 5.161 acres of land.

MTC PUD
268.618 TOTAL ACRES

JUNE 15, 2016
REVISED: JUNE 27, 2016
JOB NO. 3890-05

7.494 ACRES

BEING 7.494 acres of land out of Lot 6 of the Emigration Land Company Subdivision Section 71 of the H.T. & B.R.R. Co. Survey, Abstract 291, a subdivision plat filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, said 7.494 acres of land being all of the residue of a called 8.28689 acre tract of land described in an instrument to Jerry A. Argovitz, filed for record under Volume 1151, Page 839 of the Brazoria County Deed Records, said 7.494 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod with a Texas Department of Transportation aluminum disk found lying on the northeast right-of-way line of State Highway 6 (200-foot width) same being the most northerly northeast corner of a called 0.805 acre tract of land described in a right-of-way acquisition instrument filed for record under Brazoria County Clerk's File Number 94-014297, same also being in the west line of Lot 14 of said Emigration Land Company Subdivision Section 71;

THENCE, N 70°29'05" W, a distance of 667.45 feet along and with the northeast right-of-way line of said State Highway 6 to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the most southerly northeast cutback corner of the intersection of State Highway 6 and County Road 48 (width varies);

THENCE, N 36°55'22" W, a distance of 45.22 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the most northerly northeast cutback corner of the intersection of State Highway 6 and County Road 48;

THENCE, N 03°21'02" W, a distance of 346.73 feet along and with the east right-of-way line of said County Road 48 and the west line of said called 8.28689 acre tract to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the northwest corner of the herein described tract;

THENCE, N 86°34'55" E, a distance of 642.77 feet along and with the north line of said called 8.28689 acre tract and the south line of Lot 5 of said Emigration Land Company Subdivision Section 71 to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for corner, and from which a found 5/8-inch iron rod bears N 86°34' 55" E, 0.45 feet and a found 5/8-inch iron rod with a cap stamped "Weisser" bears S 19°43'41" E, 1.29 feet;

THENCE, S 03°06'18" E, a distance of 644.53 feet along and with the east line of said called 8.28689 acre tract and the west line of Lot 14 of Emigration Land Company Subdivision Section 71) to the **POINT OF BEGINNING** and containing 7.494 acres of land.

MTC PUD
268.618 TOTAL ACRES

JUNE 15, 2016
REVISED: JUNE 27, 2016
JOB NO. 3890-05

181.706 ACRES

BEING 181.706 acres of land situated in the Emigration Land Company Subdivision Section 71 of the H.T.& B.R.R. Co. Survey, Abstract 291, a subdivision plat filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records and Section 72 of the H.T.& B. R.R. Co. Survey, Abstract 460 Brazoria County, Texas, being a portion of Lot 36, Lot 37, Lot 42, Lot 50, Lot 57, Lot 58 and all of Lot 41, Lot 47, Lot 48, Lot 49 and Lot 56 of said Emigration Land Company Subdivision Section 71, and all of the area of a 40-foot roadway between said Lot 41 & Lot 49, Lot 42 and Lot 50, being all of those certain tracts of land described in instruments to Manvel Town Center LTD., filed for record under the following Brazoria County Clerk's File (B.C.C.F.) Numbers: 2007004252, 2007004253, 2007051925, 2014042989 and a portion of those certain tracts recorded under B.C.C.F. Number 2007004251, also that certain tract called 10.3214 acre tract, described in instrument to C. Michael Scherer, Trustee, recorded under B.C.C.F. Number 2016000780, all of that certain called 79.088 acre tract described in instrument to 72 Acres On 288, LTD., recorded under B.C.C.F. Number 2008040863 and all of that certain called 7.0592 acre tract described in instrument to Milestone South Six Development, LTD., recorded under B.C.C.F. No. 03-061748, all of that called 40-foot roadway (unimproved) as shown on said Emigration Land Company Subdivision Section 71, between Lot 56, Lot 57 and said 7.0592 acres and a portion of a 40-foot roadway (unimproved) also shown on said Emigration Land Company Subdivision Section 71, between Lot 31, Lot 32 and Lot 36, Lot 37, said 181.706 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod w/cap "Weisser" found lying on the west right-of-way line of State Highway No. 288 (SH 288), based on a width of 420.00 feet as described in a conveyance to the State of Texas and recoded in Volume 1056, Page 748, of the Brazoria County Deed Records, marking the southeast corner of a tract described as 41.122 acres in a conveyance to New Rodeo 288, LTD., recorded under B.C.C.F. No. 03-024990, same being the northeast corner of said 79.088 acre tract from which a 5/8 inch iron rod with a cap stamped "LANEY" bears S 61° 57' 35" E, 1.41 feet, said northeast corner being located in the arc of a curve to the right from whose center bears N 66° 25' 10" W, 11,249.16 feet, and further being located along said curve to the right having a Radius of 11,249.16 feet, a Central Angle of 03° 14' 40", a Long Chord which bears S 21° 57' 30" W, 636.90 feet, and a total Arc Length of 636.99 (called 637.31) feet from an angle point in the west right-of-way line of said SH 288, same being the most southerly northeast corner of said 41.122 acre tract, from said most southerly northeast corner from which a 5/8 inch iron rod with cap stamped "EHRA" bears N 31° 25' 16" E, 3.23 feet;

THENCE, in a southwesterly direction and along and with the west right-of-way line of said SH 288, same being the east line of said 79.088 acre tract, same being said curve to the right, a distance of 1,875.06 feet, having a radius of 11,249.16 feet, a central angle of 09° 33' 01" and a chord which bears S 28° 21' 20" W, 1,872.89 to the point of tangency of said curve from which a 4 inch by 4 inch concrete monument bears N 73° 40' 14" E, 0.33 feet and a 5/8 inch iron rod with cap stamped "WILSON SVY GRP" bears N 39° 26' 00" E, 3.00 feet:

MTC PUD
268.618 TOTAL ACRES

JUNE 15, 2016
REVISED: JUNE 27, 2016
JOB NO. 3890-05

THENCE, S 33° 07' 51" W, continuing along and with the west right-of-way line of said SH 288, same being the east line of said 79.088 acre tract, at a distance of 839.58 (called 842.03) feet pass the northeast corner of said 7.0592 acre tract, same being the southeast corner of said 79.088 acre tract, from which a 1/2 inch iron rod w/cap "Weisser" bears South 86° 42' 37" West, 0.45 feet then continuing at a distance of 2,121.12 feet pass a 1/2 inch iron pipe with cap stamped "Brown & Gay" found marking the intersection of the East line of Lot 57 of the Emigration Land Company Subdivision Section 71, a subdivision per plat or map recorded in Volume 2, Pages 81 – 82 of the Brazoria County Plat Records, lying on the west right-of-way line of said 40-foot roadway then continuing for a total distance of 2,131.38 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for an angle point, and from which a found 4"x4" concrete monument bears N 84°25'57" W, 1.09 feet;

THENCE, S 36°28'59" W, continuing along and with said west right-of-way line a distance of 1,358.37 feet to a 1/2-inch iron rod found for the most northerly northwest cutback corner of the intersection of said State Highway 288 and State Highway 6;

THENCE, S 73°44'17" W, a distance of 193.73 feet along said outback line to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the most southerly northwest cutback corner of the intersection of State Highway 288 and State Highway 6, and from which a 5/8-inch iron rod with a cap stamped "Survey 1" bears N 53°28'14" W, 3.87 feet;

THENCE, N 70°29'05" W, along and with the northeasterly right-of-way line of State Highway 6 (200-foot width), at a distance of 192.02 feet, 2.17 feet left pass a found 5/8-inch iron rod with a Texas Department of Transportation cap and continuing for a total distance of 1,694.42 feet to the most southerly southwest corner of the herein described tract, lying in the said 40-foot wide roadway between said Lot 32 and Lot 37;

THENCE, over and across said 40-foot wide roadway and said Lot 36 the following courses and distances:

N 25°29'05" W, a distance of 28.28 feet to an angle point;

N 19°30'55" E, a distance of 119.21 feet to the beginning of a tangent curve to the left;

In a Northerly direction, along said curve to the left, a distance of 155.64 feet, having a radius of 390.00 feet, a central angle of 22°51'57" and a chord which bears N 08°04'56" E, 154.61 feet to the point of tangency;

N 03°21'02" W, a distance of 499.75 feet to a point for corner, lying on the common line of Lot 35 and said Lot 36 of said Emigration Land Company Subdivision Section 71;

THENCE, N 86°38'58" E, a distance of 1,280.00 feet along and with the north line of said Lot 36 and Lot 41, the south line of said Lot 35 and Lot 40 of said Emigration Land Company Subdivision Section 71 to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for corner, same being the northwest corner of said Lot 49 and the southwest corner of said Lot 48 and lying on the east right-of-way line of a 40-foot wide roadway (unimproved);

MTC PUD
268.618 TOTAL ACRES

JUNE 15, 2016
REVISED: JUNE 27, 2016
JOB NO. 3890-05

THENCE, N 03°21'02" W, a distance of 702.50 feet along and with said east right-of-way line same being the west line of said Lot 48 to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for an angle point same being the northwest corner of said Lot 48 and the southwest corner of said Lot 47;

THENCE, N 03°23'52" W, a distance of 702.81 feet continuing along and with said east right-of-way line same being the west line of said Lot 47 to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" set for the northwest corner of said Lot 47 same being the southwest corner of Lot 46 of said Emigration Land Company Subdivision Section 71;

THENCE, N 86°38'11" E, a distance of 640.13 feet along and with the common line between said Lot 46 and said Lot 47 to the common corner between said Lot 46, said Lot 47, Lot 54 and Lot 55 of said Emigration Land Company Subdivision Section 71;

THENCE, S 03°23'14" E, a distance of 702.96 feet along and with the common line between said Lot 47 and said Lot 55 to the common corner of said Lot 47, said Lot 48, said Lot 55 and said Lot 56;

THENCE, N 86°38'58" E, along and with the common line between Said Lot 55 and said Lot 56 at a distance of 640.00 feet pass a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the common east corner of said Lot 55 and said Lot 56, lying on the west right-of-way line of said 40-foot Roadway the continuing and over and across said 40-foot Roadway for a total distance of 680.00 feet to a point for corner lying on the east right-of-way line of said 40-foot roadway same being the west line of said 79.088 acre tract;

THENCE, N 03° 21' 02" W (called N 03° 15' 42" W), along and with the east right-of-way line of said 40-foot Roadway, a distance of 2,245.37 feet to a 5/8 inch iron rod with cap stamped "Brown & Gay" found lying on the south line of said 41.122 acre tract marking the common northwest corner of said 79.088 acre tract and the herein described tract from which a 1/2 inch iron rod w/cap "RATNALA" bears South 86° 39' 08" West, 16.91 feet;

THENCE, N 86°39'08" E (called N 86°36'11" E), along and with the South line of said 41.122 acre tract, a distance of 2,205.47 (called 2,209.14) feet to the **POINT OF BEGINNING** and containing 181.706 acres of land.

MTC PUD
268.618 TOTAL ACRES

JUNE 15, 2016
REVISED: JUNE 27, 2016
JOB NO. 3890-05

33.731 ACRES

BEING 33.731 acres of land situated in said Emigration Land Company Subdivision Section 71 of the H.T. & B.R.R. Co. Survey, Abstract 291 and Section 66 of the H.T. & B.R.R. Co. Survey, Abstract 560 as shown on the plat filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, being all of a called 8.0046 acre tract of land described in an instrument to Manvel South 32 Acres, LTD., filed for record under Brazoria County Clerk's File Number (B.C.C.F. No.) 2007020481, all of a called 4.2755 acre tract of land described in an instrument to Manvel South 32 Acres, LTD., filed for record under B.C.C.F. No. 2007020479, all of a called 0.4683 acre and a called 12.8176 acre tract of land described in an instrument to Manvel South 32 Acres, LTD., filed for record under B.C.C.F. No. 2007020478, all of a called 5.8609 acre tract of land described in an instrument to Manvel South 32 Acres, LTD., filed for record under B.C.C.F. No. 2007020480, all of a called 1.070 acre tract of land described in an instrument to Manvel South 32 Acres, LTD., filed for record under B.C.C.F. No. 2007020482 and a portion of a 50-foot wide roadway (unimproved) between Lots 32 & 24 of said Section 71 and Lots 243 & 244 of said Section 66 as shown on the plat of said Emigration Land Company Subdivision, said 33.731 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the southeast corner of said called 8.0046 acre tract, same being the northeast corner of a called 4.099 acre tract described in an instrument to Houston Lighting & Power Company filed for record under Volume 979, Page 147 of the Brazoria County Deed Records;

THENCE, N 70°26'24" W, a distance of 713.78 feet along the southwest line of said called 8.0046 acre tract and the northeast line of said called 4.099 acre tract to a 1/2-inch iron pipe found for the northwest corner of said called 4.099 acre tract and the southwest corner of said called 8.0046 acre tract;

THENCE, S 02°48'24" E, a distance of 270.34 feet along the west line of said called 4.099 acre tract to a 1/2-inch iron pipe found for the southwest corner of said called 4.099 acre tract, the southeast corner of said called 4.2755 acre tract and being in the northeast right-of-way line of a 30-foot roadway (unimproved) as shown on said Emigration Land Company Subdivision of Section 66;

THENCE, N 70°26'24" W, a distance of 54.07 feet along the northeast line of said 30-foot roadway and the southwest line of said called 4.2755 acre tract to a 1/2-inch iron pipe found for the southeast corner of a called 3.783 acre tract of land described in an instrument to Houston Lighting & Power Company filed for record under Volume 991, Page 437 of the Brazoria County Deed Records;

THENCE, N 02°48'24" W, a distance of 270.34 feet along the east line of said called 3.783 acre tract to a 1/2-inch iron rod found for the northeast corner of said called 3.783 acre tract, same being in a southwest line of said called 4.2755 acre tract;

MTC PUD
268.618 TOTAL ACRES

JUNE 15, 2016
REVISED: JUNE 27, 2016
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THENCE, N 70°26'24" W, along the southwest line of said called 4.2755 acre tract and the northeast line of said called 3.783 acre tract, at a distance of 659.50 feet pass a 1/2-inch iron rod found for the southwest corner of said called 4.2755 acre tract, the northwest corner of said called 3.783 acre tract, the northeast corner of the residue of a called "Lot 243" as described in an instrument to Houston Lighting & Power Company filed for record under Volume 951, Page 253 of the Brazoria County Deed Records, the southeast corner of said called 0.4683 acre tract, at a distance of 1,003.24 feet pass a 1/2-inch iron rod found for the west corner of said called 0.4683 acre tract and being in the south right-of-way line of said 50-foot roadway (unimproved), at a distance of 1,136.97 feet pass a 1/2-inch iron rod found in the north right-of-way line of said 50-foot roadway, being a south corner of said called 12.8176 acre tract, an east corner of a called 0.212 acre tract of land described in an instrument to Houston Lighting & Power Company filed for record under Volume 995, Page 381 of the Brazoria County Deed Records and continuing for a total distance of 1,377.74 feet to a 1/2-inch iron rod found for the southwest corner of said called 12.8176 acre tract and the north corner of said called 0.212 acre tract, same also being in the east right-of-way line of a 40-foot roadway (unimproved) as shown on the plat of Emigration Land Company Subdivision Section 71;

THENCE, N 03°15'24" W, a distance of 619.03 feet along the west line of said called 12.8176 acre tract and the east right-of-way line of said 40-foot roadway to the southwest corner of the residue of said called 1.8554 acre tract, the northwest corner of said Lot 24 and the southwest corner of said Lot 23 and from which a found 1/2-inch iron rod bears S 06°52' W, 2.30 feet;

THENCE, N 87°10'35" E, a distance of 150.00 feet along the common line of Lot 23 and Lot 24 of said Emigration Land Company Subdivision Section 71 to an interior corner of the herein described tract same being the southwest corner of said 1.070 acre tract and the southeast corner of said residue of 1.8554 acre tract;

THENCE, N 03°15'24" W, a distance of 195.13 feet along the common line between said 1.070 acre tract and said residue of 1.8554 acre tract to the most northerly northwest corner of the herein described tract same being the common north corner of said 1.070 acre tract and said residue of 1.8554 acre tract, lying in the southerly right-of-way of State Highway 6 (200 foot wide) recorded under B.C.C.F. No's 94-014297, 94-014296, 94-037011, 96-005004, 95-001320, 95-038346, 94-000272;

THENCE, S 70°29'05" E, along and with the southerly right-of-way line of said State Highway 6 at a distance of 513.37 feet pass a 5/8-inch iron rod with a Texas Department of Transportation aluminum disk found for the most northerly northeast corner of said 12.8176 acre tract same being the east corner of said 1.070 acre tract then continuing for a total distance of 1,230.85 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the northeast corner of said called 5.8609 acre tract, same lying on the west right-of-way line of a 40-foot wide road right-of-way (unimproved) as shown on said plat of Emigration Land Company Subdivision Section 71;

THENCE, S 03°21'02" E, along the west right-of-way line of said 40-foot road right-of-way and the east line of said called 5.8609 acre tract, at a distance of 445.95 feet, 5.83 feet left pass a found 1/2-inch iron rod in the north right-of-way line of said 50-foot roadway and continuing for a total distance of 495.96 feet to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for corner in the south right-of-way line of said 50-foot roadway, same being in the north line of said called 4.2755 acre tract;

MTC PUD
268.618 TOTAL ACRES

JUNE 15, 2016
REVISED: JUNE 27, 2016
JOB NO. 3890-05

THENCE, N 87°36'13" E, along the north line of said called 4.2755 acre tract and said called 8.0046 acre tract, at a distance of 37.36 feet, 0.85 feet left, pass a 1/2-inch iron rod (disturbed) and continuing for a total distance of 697.25 feet to a 3/4-inch iron pipe found for the northeast corner of said called 8.0046 acre tract and the northwest corner of Lot 246 of said Emigration Land Company Subdivision of Section 66;

THENCE, S 02°48'24" E, a distance of 662.23 feet along the east line of said called 8.0046 acre tract and the west line of said Lot 246 to the **POINT OF BEGINNING** and containing 33.731 acres of land.

9.595 ACRES

BEING 9.595 acres of land situated in said Emigration Land Company Subdivision Section 71 of the H.T. & B.R.R. Co. Survey, Abstract 291 as shown on the plat filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, being a portion of Lot 6 and Lot 7 of said Emigration Land Company Subdivision Section 71, and being a portion of a called 10.36432 acre tract of land described in an instrument to Jerry A. Argovitz, filed for record in Volume 1151, Page 839, of the Brazoria County Deed Records, said 9.595 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron rod found for the common west corner of Lot 7 and Lot 8 of said Emigration Land Company Subdivision Section 71, lying on the east right-of-way line of County Road 48 (width varies);

THENCE, N 03°21'39" W, a distance of 778.58 feet along and with the west line of the remainder of said called 10.36432 acre tract, same being the east right-of-way line of said County Road 48 to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the most southerly southeast cutback corner of the intersection of said County Road 48 and State Highway 6 (200 foot wide) recorded under Brazoria County Clerk's File (B.C.C.F.) Numbers 94-014297, 94-014296, 94-037011, 96-005004, 96-005004, 95-001320, 95-038346, 94-000272;

THENCE, N 53°04'38" E, distance of 30.00 feet along the most easterly southeast cutback corner of the intersection of said State Highway 6 and said County Road 48 to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for corner;

THENCE, S 70°29'05" E, along and with the southerly right-of-way line of said State Highway 6, at a distance of 645.15 feet pass a found Texas Department of Transportation aluminum disk, then continuing for a total distance of 645.84 to the northeast corner of said 10.36432 acre tract and the herein described tract, same being the northwest corner of a called 6.001 acre tract of land described in an instrument to Hemisphere Holdings, Inc., filed for record under B.C.C.F. Number 02-015690, in the common line of Lot 7 and Lot 15 of said Emigration Land Company Subdivision Section 71;

THENCE, S 03°22'05" E, a distance of 543.48 feet along said common line to a 1/2-inch iron pipe with a cap stamped "Brown & Gay" found for the common corner of Lot 7, Lot 8, Lot 15 and Lot 16 of said Emigration Land Company Subdivision Section 71;

THENCE, S 86°34'55" W, a distance of 620.11 feet along the common line of said Lot 7 and said Lot 8 to the **POINT OF BEGINNING** and containing 9.595 acres of land.

MTC PUD
268.618 TOTAL ACRES

JUNE 15, 2016
REVISED: JUNE 27, 2016
JOB NO. 3890-05

In conclusion, the herein described tracts comprise a total acreage of 268.618 acres of land, described for the boundary of the MTC PUD.

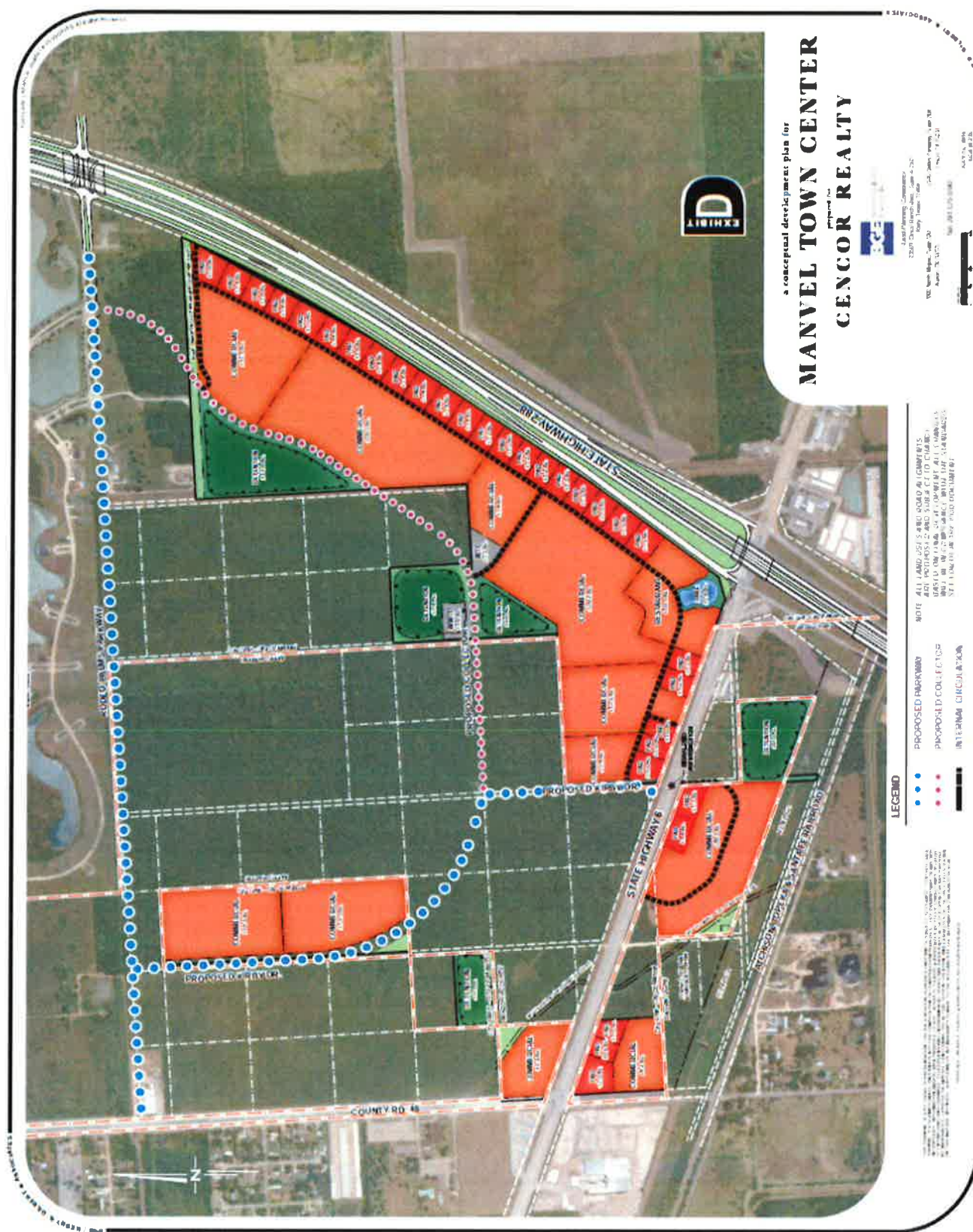
Bearing orientation of tracts south of State Highway 6 are based on the Texas State Plane Coordinate System, South Central Zone, NAD-83 with a bearing and distance of N 70°26'24" W, 2876.17 feet along the northeast line of a 30-foot wide roadway adjoining the northeast side of a 100-foot wide railroad right-of-way as shown on the plat of the Emigration Land Company Subdivision Section 71 of the H.T. & B.R.R. Co. Survey, Abstract 291 and Emigration Land Company Subdivision of Section 66 of the H.T. & B.R.R. Co. Survey, Abstract 560, a plat of which is filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, said northeast 30-foot roadway northeast line being monumented at the east end with a 1/2-inch iron rod found for the southeast corner of Lot 245, Section 66 and on the west end with an Iron Bar found for the southwest corner of Lot 16, Section 71.

Bearing orientation of tracts north of State Highway 6 are based on the Texas State Plane Coordinate System, South Central Zone, NAD-83 with a bearing and distance of S 03°21'02" E, 2106.40 feet along the east line of Lots 18, 19 & 20 of the Emigration Land Company Subdivision Section 71 of the H.T. & B.R.R. Co. Survey, Abstract 291, a plat of which is filed for record in Volume 2, Page 81-82 of the Brazoria County Plat Records, said east line being monumented at the northeast corner of said Lot 18 with a found 1-inch iron pipe and at the southeast corner of Lot 20 with a found 3/4-inch iron pipe with a cap stamped "S. Adams".

This map was prepared under 22 Texas Annotated Code 663.21 and reflects the assembly of instruments of record to describe the political boundary limits shown hereon and is not to be used to convey or establish interests in real property except those rights and interests implied or established by the creation or reconfiguration of the boundary of the political subdivision for which it was prepared. Dated this the 22nd day of June, 2016.



Nicolas Vann RPLS No. 6393
Brown & Gay Engineers, Inc.
10777 Westheimer Road, Suite 400
Houston, Texas 77042
Telephone: (281) 558-8700
TBPLS Licensed Surveying Firm No. 10106500



DATE: 08/01/2018
 DRAWN BY: J. HARRIS
 CHECKED BY: J. HARRIS
 APPROVED BY: J. HARRIS



a conceptual development plan for **MANVEL TOWN CENTER** prepared for **CENCOR REALTY**



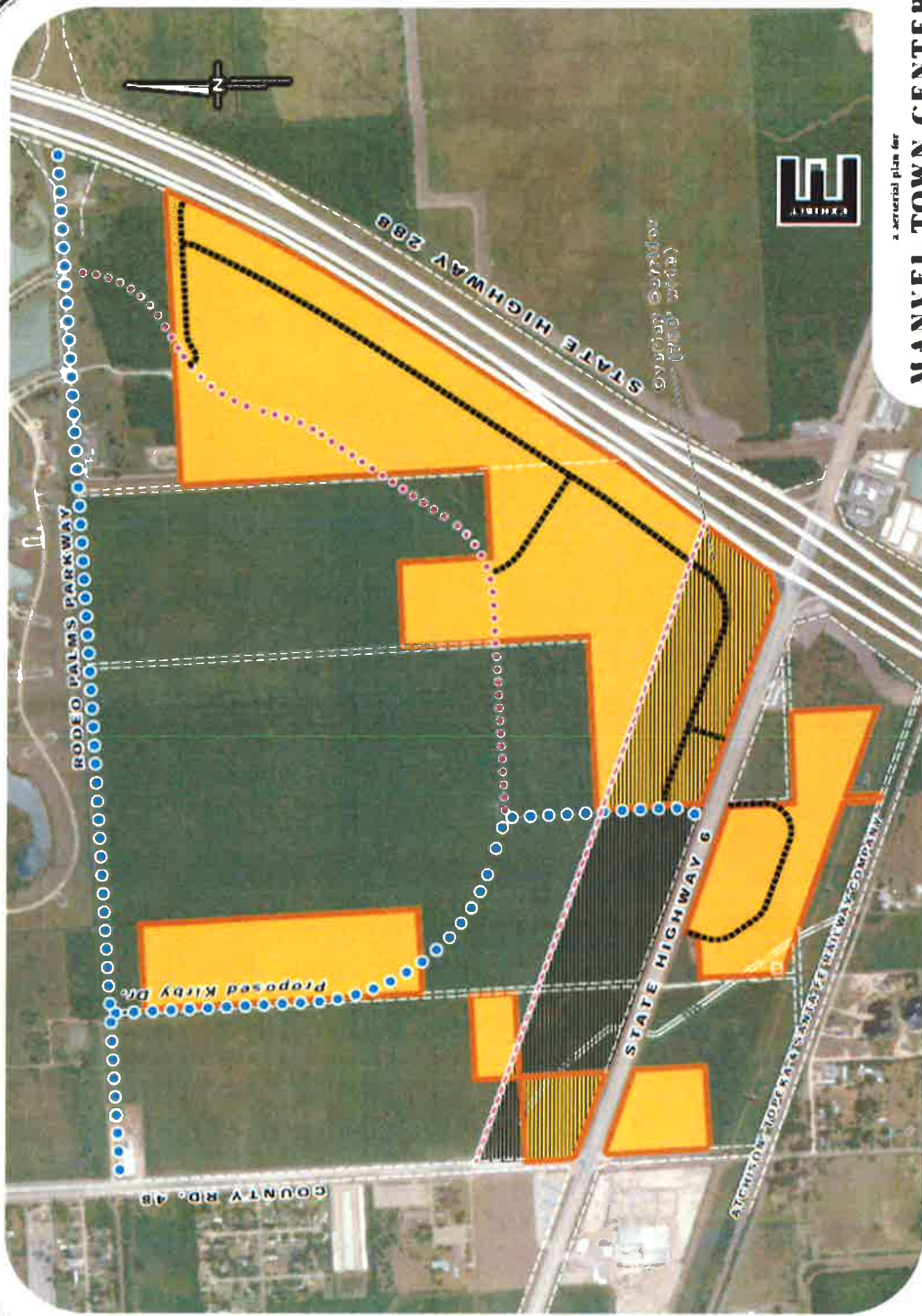
Land/Planning Consultants
 2200 Cypress Street, Suite 200
 Houston, Texas 77057
 Phone: 713.231.1234
 Fax: 713.231.1235
 Email: info@cencorrealty.com
 Date: 08/01/2018
 Sheet: 001 of 001

LEGEND

- PROPOSED PARKWAY
- PROPOSED COLLECTOR
- INTERNAL CIRCULATION

NOTE: ALL LAND USES ARE SUBJECT TO CITY OF HOUSTON
 AND HARRIS COUNTY ORDINANCES AND REGULATIONS.
 THIS PLAN IS FOR INFORMATION ONLY AND DOES NOT
 REPRESENT A GUARANTEE OF ANY KIND.

THIS PLAN IS A CONCEPTUAL DEVELOPMENT PLAN AND IS NOT A FINAL DESIGN. IT IS SUBJECT TO APPROVAL BY THE CITY OF HOUSTON AND HARRIS COUNTY. THE CITY OF HOUSTON AND HARRIS COUNTY ARE NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN. THE CITY OF HOUSTON AND HARRIS COUNTY ARE NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF OR FROM THE USE OF THIS PLAN. THE CITY OF HOUSTON AND HARRIS COUNTY ARE NOT RESPONSIBLE FOR ANY DAMAGES, INCLUDING CONSEQUENTIAL DAMAGES, ARISING OUT OF OR FROM THE USE OF THIS PLAN.



MANVEL TOWN CENTER CENCOR REALTY

a serial plan for

prepared for
CENCOR REALTY



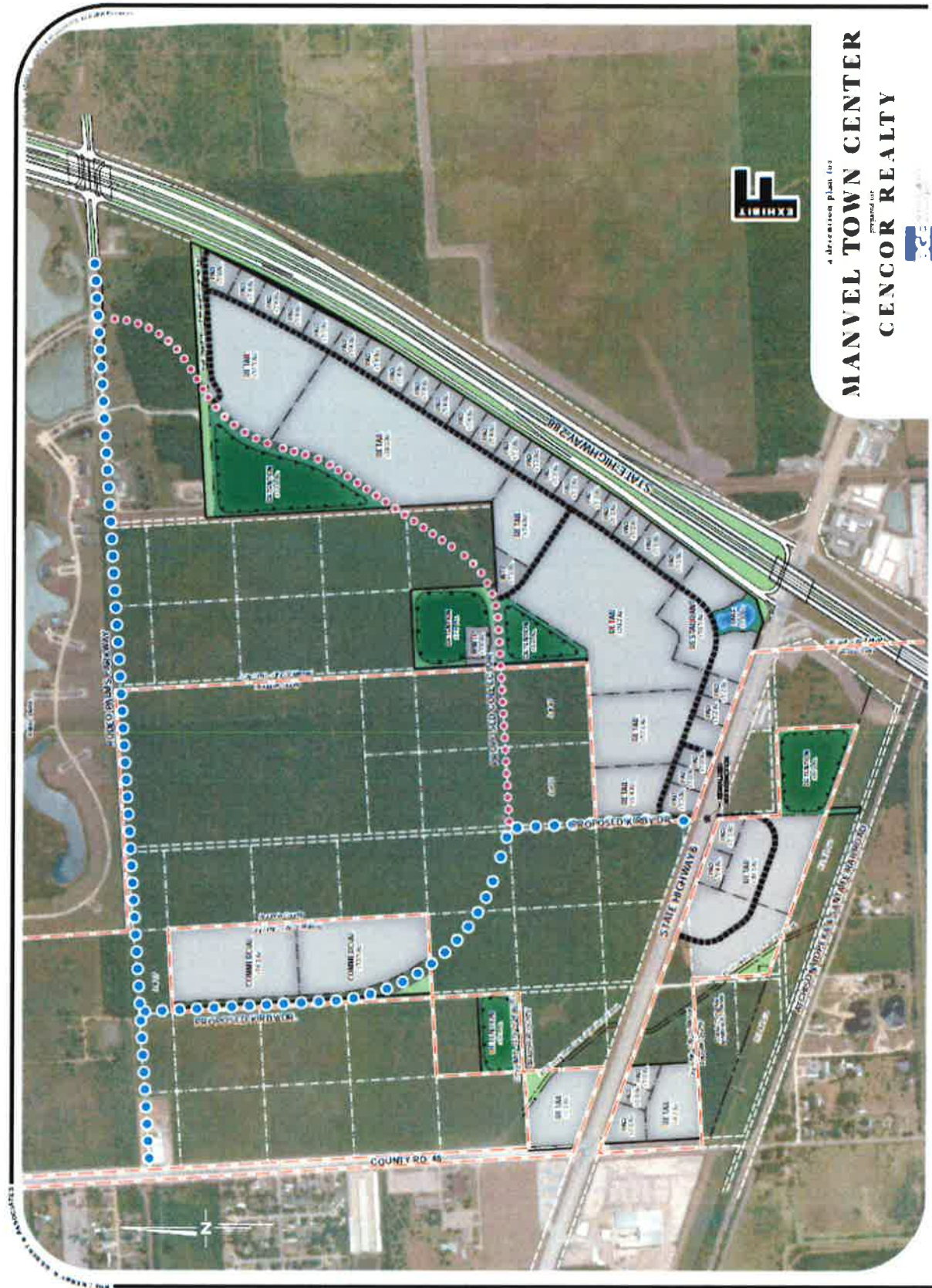
700 West Street, Suite 200
Houston, Texas 77002
Phone: 713.252.1100
Fax: 713.252.1101
www.cencorrealty.com

LEGEND

- PROPOSED PARKWAY
- OVERLAY CORRIDOR (700)
- PROPOSED COLLECTOR
- INTERNAL CIRCULATION (P.A.L. WILL BE PROVIDED WITHIN THE OVERLAY CORRIDOR)

NOT TO SCALE
PROPOSED DEVELOPMENT IS SUBJECT TO CHANGE

ALL INFORMATION IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT CONSTITUTE AN OFFER OF ANY FINANCIAL PRODUCT OR SERVICE. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR ANY INVESTMENT DECISION. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR ANY INVESTMENT DECISION. THE INFORMATION IS NOT INTENDED TO BE USED AS A BASIS FOR ANY INVESTMENT DECISION.



MANVEL TOWN CENTER CENCOR REALTY

4. Discussion plan for

prepared for



12345 Main Street, Suite 100
Houston, TX 77001
Phone: 713.123.4567
Fax: 713.123.4568
Email: info@cencorrealty.com
Website: www.cencorrealty.com

Scale: 1" = 100' (Horizontal)
Scale: 1" = 200' (Vertical)
North Arrow: Points North

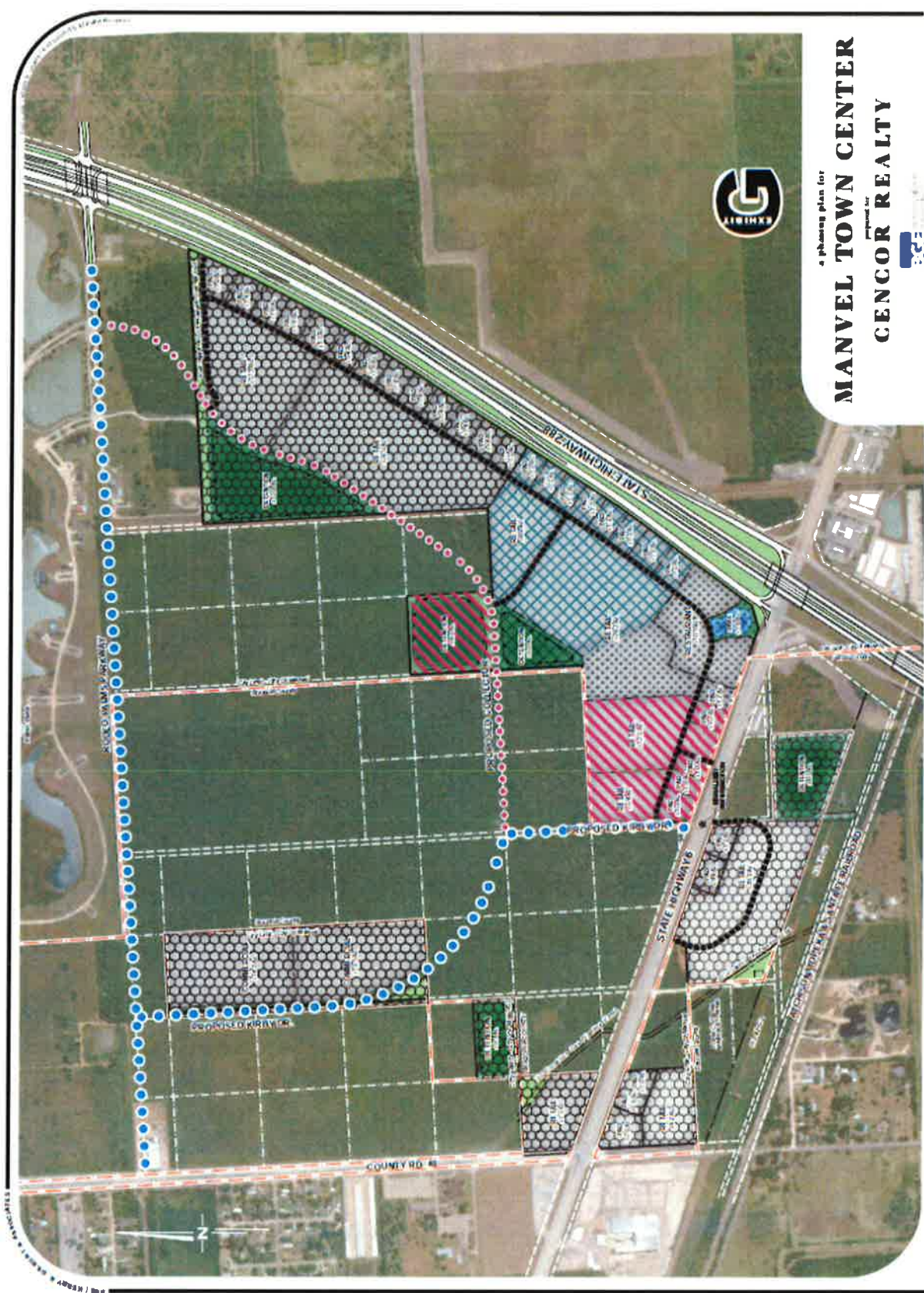
LEGEND

- PROPOSED PARKWAY
- PROPOSED COLLECTOR
- EXISTING COLLECTOR
- EXISTING PARKWAY

NOTES: 1. ALL PROPOSED IMPROVEMENTS ARE SUBJECT TO THE CITY OF HOUSTON'S APPROVAL.

1. ALL PROPOSED IMPROVEMENTS ARE SUBJECT TO THE CITY OF HOUSTON'S APPROVAL.

2. ALL PROPOSED IMPROVEMENTS ARE SUBJECT TO THE CITY OF HOUSTON'S APPROVAL.



a planning plan for **MANVEL TOWN CENTER** prepared for **CENCOR REALTY**

Legend

- PROPOSED HIGHWAY
- PROPOSED COLLECTOR
- INTERNAL CIRCULATION
- PHASE IA
- PHASE IB
- PHASE II

Scale

1" = 100'

North Arrow

0° 00' 00"

Project Information

Project Name: Manvel Town Center
 Project Number: 151-0001
 Date: 11/11/10
 Author: J. Smith
 Reviewer: J. Smith
 Approved: J. Smith

PROPOSED HIGHWAY
 PROPOSED COLLECTOR
 INTERNAL CIRCULATION

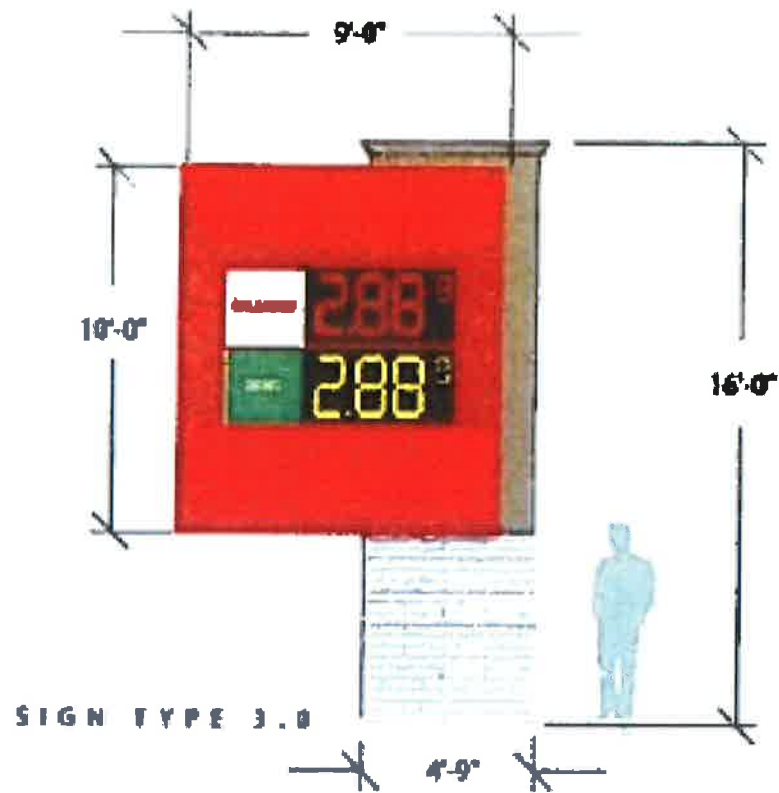
PHASE IA
 PHASE IB
 PHASE II

LEGEND

THIS PLAN IS A PRELIMINARY DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE RESPONSIBILITY OF THE CLIENT TO OBTAIN ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

EXHIBIT H

LED SIGN



September 25, 2024

Development Services
20025 Highway 6
Manvel, TX 77578

Dear City of Manvel Development Services & City Council,

Manvel Town Center, Ltd., a Texas limited partnership, formally submits a request for the variance(s) highlighted below concerning the proposed Lowe's tract. The Lowe's tract encompasses approximately ±11.23 acres of land within the Manvel Town Center Development.

Exhibit A, Lowe's site plan provides detailed information on parking counts, building areas, and the proposed location of seasonal/permanent sales and display areas. Additionally, Exhibit B presents the proposed sign package for Lowe's.

Section IV (C) (5): **Parking**

- a. The project should have a minimum of 5.0 spaces per 1,000 square feet of gross leasable floor area for any building up to 80,000 square feet. For any building with 80,000 square feet or more, the entire building shall provide 4.0 parking spaces for each 1,000 square feet of gross leasable floor area.
 - i. Any building with 80,000 square feet or more of gross leasable floor area, which also includes an outdoor garden center component, shall be allowed to provide 2.0 parking spaces for each 1,000 square feet of the floor area that is designated as outdoor garden center.

Section IV (C) (8): **Open Storage**

- a. Open storage is permitted within the parking lot for temporary seasonal sales or temporary promotional events. Buildings with 80,000 square feet of gross leasable floor area or more are permitted to use off-street parking spaces provided to comply with the City of Manvel's parking requirements for permanent, long-term or seasonal storage of inventory, equipment, vehicles, or other business-related property, not to exceed twelve percent (12%) of all parking spaces provided for that building.

Section IV (E) (4) (b): **Wall Mounted Signage**

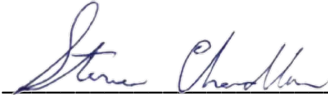
- b. Buildings over thirty (30') feet in height.
 - i. For every additional six (6') feet in height over thirty (30') feet, an additional twelve (12") inches of letter height is permitted, up to a maximum overall height of seventy-two (72") inches.
 - ii. The signage face shall not exceed 80% of storefront width of the tenant.
 - iii. For individual uses greater than 8,000 square feet in gross floor area, up to one hundred twenty inches (120") of letter height is permitted.



Please contact Erin Hancock and/or Steve Chandler directly at 713-781-7111 if you have any questions.

Sincerely,

Manvel Town Center, Ltd.,
a Texas limited partnership

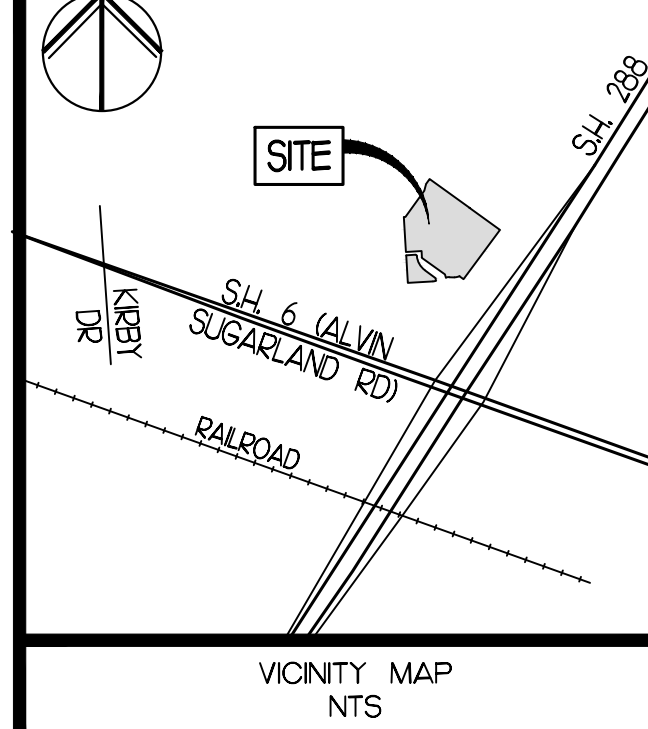
By: 
Manvel Town Center One, L.C.,
a Texas limited liability company,
its general partner

Enclosures:

Exhibit A – Proposed Lowe’s Site Plan* *(Please note – the Permanent Outdoor Sales Area may move south.*
Exhibit B – Lowe’s Elevation
Exhibit C – Lowe’s Parking Calculation
Variance Fee - \$500 Check

Exhibit A

ACCORDING TO FIRM MAP COMMUNITY PANELS
48039COIIOK, MAP REVISED DECEMBER 30, 2020,
THE SUBJECT PROPERTY APPEARS TO LIE IN
ZONE "X" (AREAS DETERMINED TO BE OUT OF
THE 0.2% ANNUAL CHANCE FLOODPLAIN).

[illegible]

PRELIMINARY
NOT FOR
CONSTRUCTION

FREELAND and KAUFFMAN, INC.
*Engineers * Landscape Architects*
209 West Stone Avenue
Greenville, South Carolina 29609
(864) 233-5497

LOWE'S HOME CENTERS, LLC
1000 LOWE'S BOULEVARD
MOORESVILLE, NC 28117
704.758.1000 (PH.)

THIS DRAWING IS THE PROPERTY OF LOWE'S HOME CENTERS, LLC. ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF LOWE'S HOME CENTERS, LLC. COPYRIGHT 2020 ALL RIGHTS RESERVED



C.I.O SITE PLAN

LOWES OF:
MANVEL, TX
CITY OF MANVEL, TEXAS

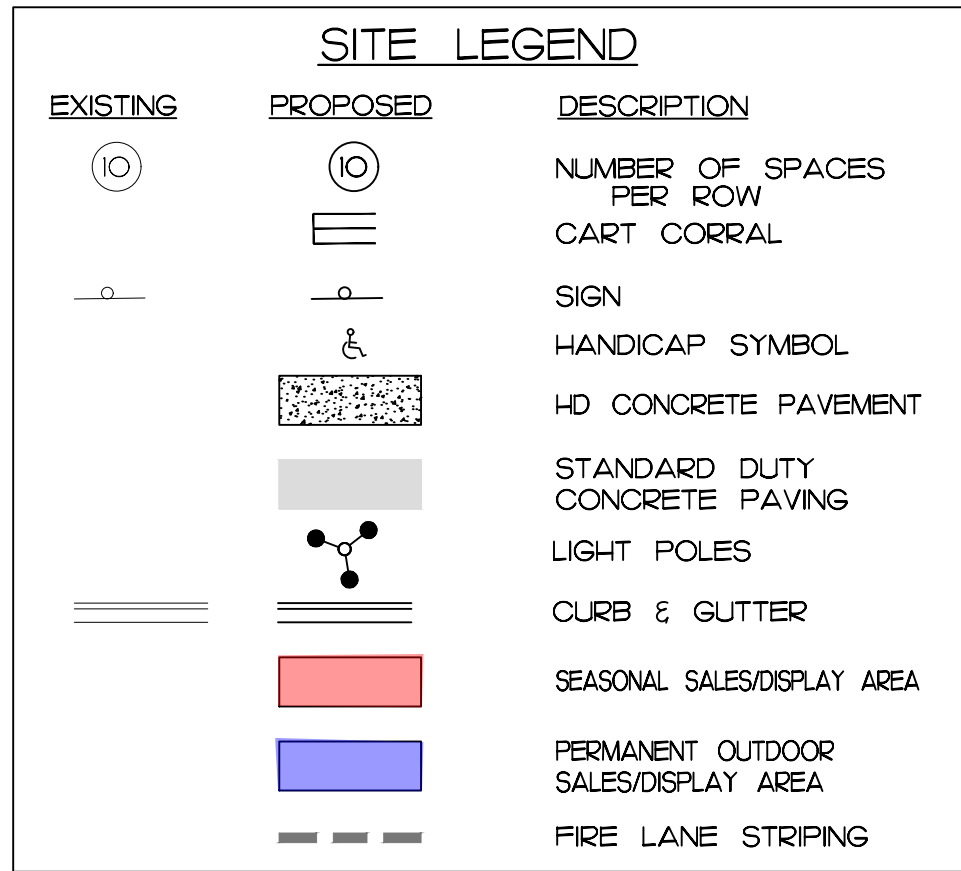
DRAWN BY: CRD

CHECKED BY: RTS

ORIGINAL	
ISSUE DATE:	09/23/2024
PERMIT SET	
ISSUE DATE:	
CONSTRUCTION SET	
ISSUE DATE:	
DRAWING NUMBER:	

004

TOTAL GROSS PARKING SPACES PROVIDED	567
% OF SPACES ALLOWED FOR OUTDOOR SALES/DISPLAY	12
SPACES ALLOWED FOR OUTDOOR SALES/DISPLAY	68
SPACES USED FOR OUTDOOR SALES/DISPLAY	68
TOTAL PERMANENT OUTDOOR SALES & DISPLAY AREA	24,700 SF
TOTAL SEASONAL SALES & DISPLAY AREA	6,650 SF



PAINT STRIPING LEGEND

SWSL/4" - SINGLE WHITE SOLID LINE / 4" WIDE
SYSL/4" - SINGLE YELLOW SOLID LINE / 4" WIDE

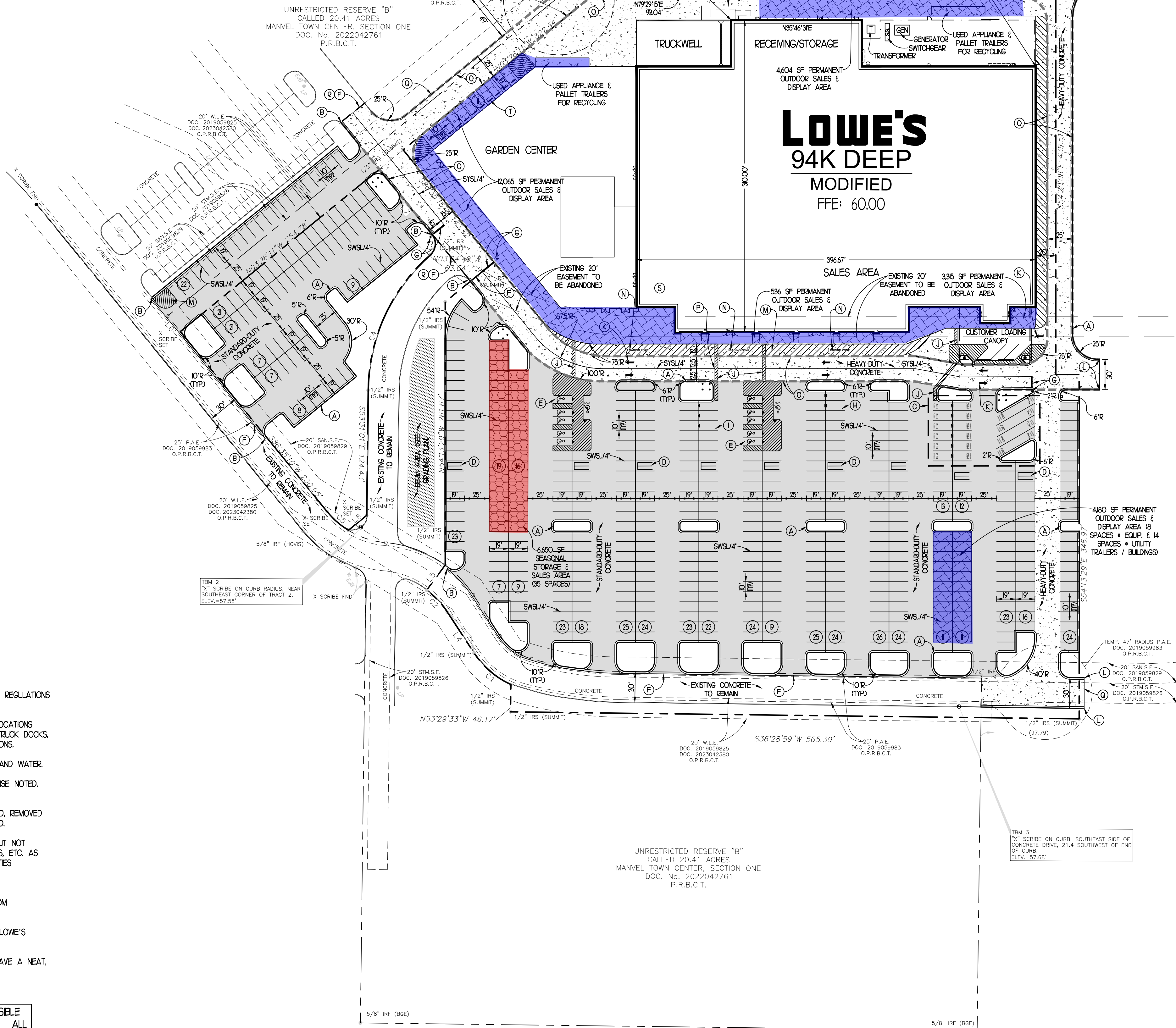
SITE LEGEND

- (A) PROPOSED 24" CONCRETE CURB & GUTTER, SEE DETAILS
- (B) THE PROPOSED CONCRETE CURB & GUTTER TO EXISTING CURB & GUTTER, PROVIDE SMOOTH GUTTER PAN WIDTH TRANSITION AS NEEDED
- (C) 16'-10" WIDE CONTRACTOR PARKING SPACES W/ TWO PARKING SIGN SEE DETAIL
- (D) CART RETURN (TYP.) FURNISHED AND INSTALLED BY LOWE'S
- (E) 8'X9" HANDICAPPED SPACE WITH SIGN (VAN) INDICATES VAN ACCESSIBLE, SEE DETAILS
- (F) THE PROP. PAVEMENT TO EXISTING PAVEMENT, MATCH GRADE AND ALIGNMENT
- (G) STOP SIGN 8x4 & STOP BAR, SEE DETAILS
- (H) VETERAN PARKING, PROVIDE SIGNAGE PER DETAIL (TYP. 4)
- (I) CURBSIDE PRODUCT PICKUP PARKING, PROVIDE STRIPING AND SIGNAGE PER DETAIL (TYP. OF 6)
- (J) 3' WIDE STRIPED CROSSWALK W/ 4"WSNL
- (K) PAINTED TRAFFIC DIIRECTIONAL ARROW (TYP.), SEE DETAILS
- (L) END CURB & GUTTER FOR FUTURE CONNECTION BY OTHERS
- (M) PAINTED SOLID YELLOW LINE = 4' O.C. = 45'
- (N) PAINTED YELLOW LOADING ZONE = 100' O.C. MAX. 24' HIGH
- (O) THREE LANE - TOW AWAY ZONE PAINTED IN 4" HIGH WHITE PAINT = 50' O.C. MAX SPACING ON 6' WIDE SINGLE RED LINE ON FACE OF CURB OR ON PAVEMENT WHERE NO CURB EXISTS
- (P) (2) RED STIMSONITE MODEL 88 AB (OR APPROVED EQUIV.) 6" FROM CENTERLINE OF FDC WITH REFLECTIVE ENDS FACING DIRECTION OF VEHICULAR TRAFFIC
- (Q) EDGE OF CONCRETE
- (R) SAW-OUT LINE
- (S) 2'X2" CONCRETE PAD FOR TWO AP PEDESTAL W/ BOLLARD PROTECTION
- (T) CONCRETE WHEEL STOP, SEE DETAILS

SITE PLAN NOTES

1. ALL WORK AND MATERIALS SHALL COMPLY WITH ALL CITY OF MARVEL, TX REGULATIONS AND CODES AND OSHA STANDARDS.
2. CONTRACTOR SHALL REFER TO THE ARCHITECTURAL PLANS FOR EXACT LOCATIONS AND DIMENSIONS OF VESTIBLES, SLOPE PAVING, SIDEWALKS, EXIT PORCHES, TRUCK DOCKS, PRECISE BUILDING DIMENSIONS AND EXACT BUILDING UTILITY ENTRANCE LOCATIONS.
3. ALL DISTURBED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL, SOD AND WATER.
4. ALL DIMENSIONS AND RADI ARE TO THE FACE OF CURB UNLESS OTHERWISE NOTED. ALL RADI ARE 3' UNLESS OTHERWISE NOTED
5. EXISTING STRUCTURES WITHIN CONSTRUCTION LIMITS ARE TO BE ABANDONED, REMOVED OR RELOCATED AS NECESSARY. ALL COST SHALL BE INCLUDED IN BASE BID.
6. CONTRACTOR SHALL BE RESPONSIBLE FOR ALL RELOCATIONS, INCLUDING BUT NOT LIMITED TO, ALL UTILITIES, STORM DRAINAGE, SIGNS, TRAFFIC SIGNALS & POLES, ETC. AS REQUIRED. ALL WORK SHALL BE IN ACCORDANCE WITH GOVERNING AUTHORITIES SPECIFICATIONS AND SHALL BE APPROVED BY SUCH. ALL COST SHALL BE INCLUDED IN BASE BID.
7. SITE BOUNDARY, TOPOGRAPHY, UTILITY AND ROAD INFORMATION TAKEN FROM TOPOGRAPHIC SURVEY PREPARED BY SUMMIT SURVEYING, INC.
8. ALL WORK SHALL BE DONE IN STRICT ACCORDANCE WITH DIVISION 2 OF LOWE'S STANDARD SITE WORK SPECIFICATIONS.
9. CONTRACTOR TO ENSURE ALL PAVEMENT, CONCRETE, AND CURB TIES HAVE A NEAT, SMOOTH AND UNIFORM LINE BOTH HORIZONTALLY AND VERTICALLY.

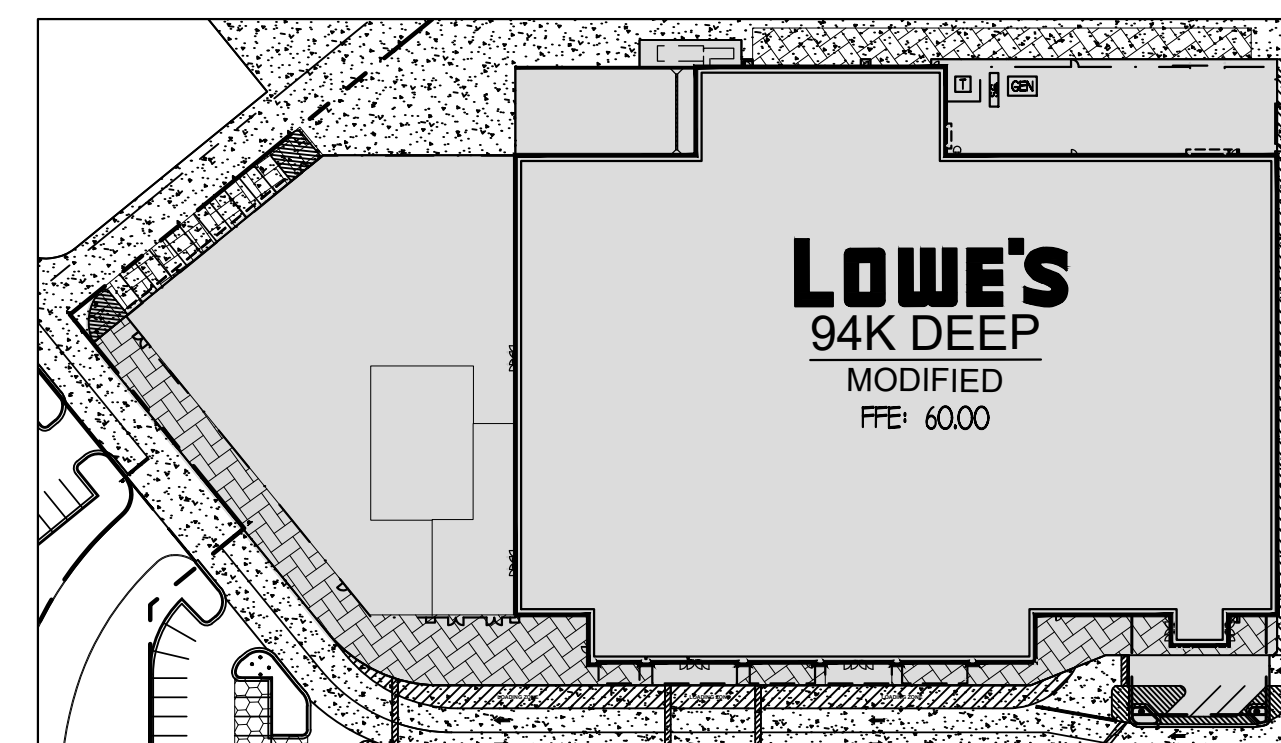
PRIOR TO STARTING WORK, CONTRACTOR IS RESPONSIBLE FOR FIELD VERIFICATION OF ALL EXISTING CONDITIONS. ALL EXISTING ITEMS THAT ARE IN CONFLICT WITH PROPOSED IMPROVEMENTS ARE TO BE RELOCATED/REMOVED AS NEEDED & CONTRACTOR IS RESPONSIBLE FOR ALL COORDINATION AND FOR INCLUDING ALL COSTS IN BASE BID.



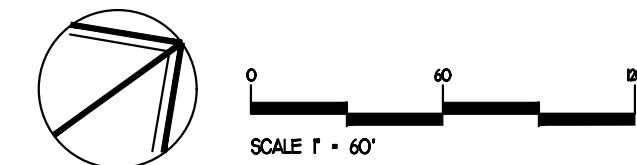
STATE HWY. NO. 288
(VAR. R/W)

Architectural site plan of the 'Arch' area. The plan shows a central paved area with two concrete islands. The islands are labeled 'CONCRETE FILLED ISLANDS (BY BUILDING CONTRACTOR)' and '3/4" CONC. CURB & GUTTER (BY SITE CONTRACTOR)'. The paved area is labeled 'CONCRETE PAVEMENT (RE: ARCH PLANS)'. The islands are bordered by 'PAINTED SOLID YELLOW LINE • 4" O.C. @ 45°'. The paved area is bordered by 'PAINTED YELLOW ARROWS'. A 'CANOPY ABOVE' is indicated over the paved area. The plan also shows 'OUTDOOR DISPLAY AREA' and 'SWS/4" TYP.'.

ENLARGED CUSTOMER LOADING CANOPY
SCALE = 1:20



BUILDING LIMITS
NOT TO SCALE



	CHECKED BY: RTS
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CIO SITE PLAN

LOWES OF:
MANVEL, TX
CITY OF MANVEL, TEXAS

DRAWN BY: CRD

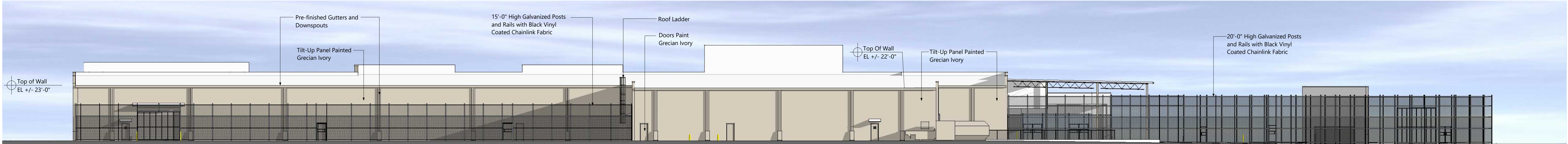
Exhibit B



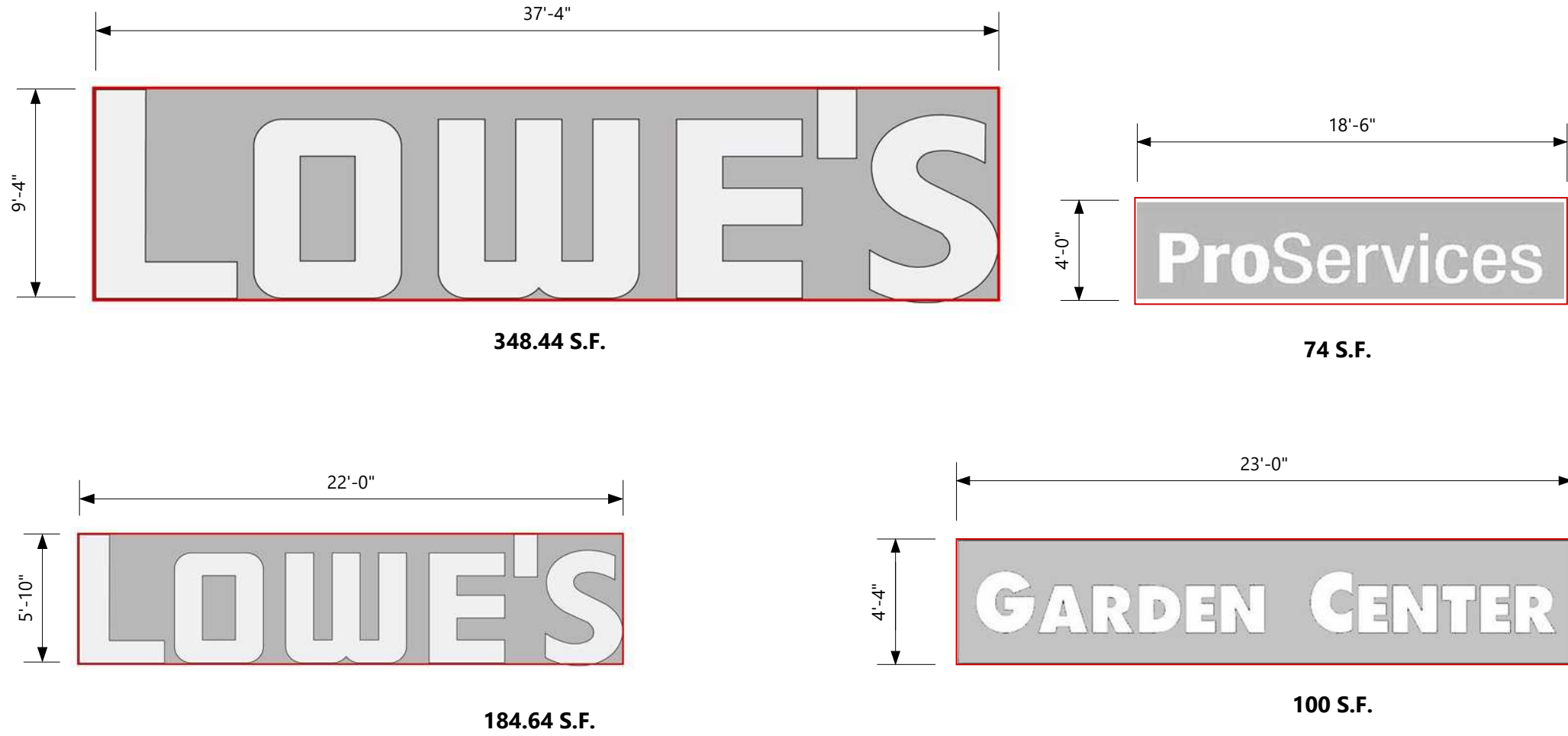
MANVEL, TX



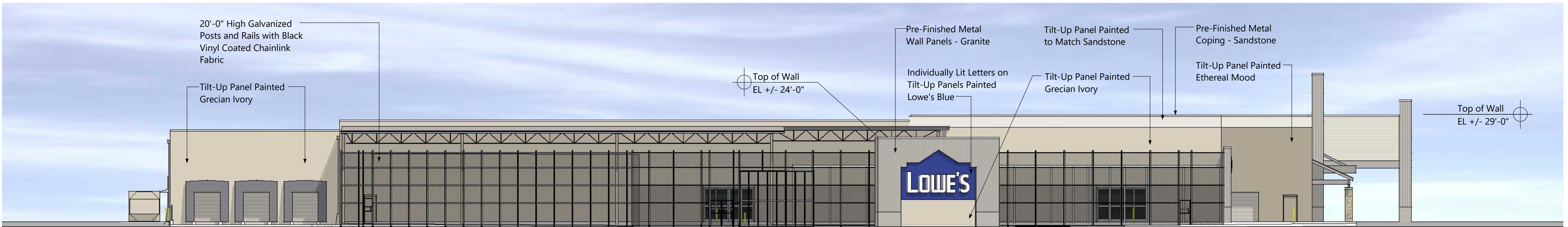
FRONT ELEVATION



REAR ELEVATION



Note: Box Denote Sign Square Footage Boundaries



LEFT ELEVATION



RIGHT ELEVATION

BLUE RIDGE
ARCHITECTURE

REPRESENTATION ONLY
NOT FOR CONSTRUCTION



BUILDING IMAGES SHOWN ARE A REPRESENTATION OF THE DESIGN INTENT AND MAY NOT REFLECT ANY SUBTLE VARIATIONS IN COLOR, MATERIAL OR CONSTRUCTION THAT MAY OCCUR DUE TO LOCAL MATERIAL DIFFERENCES AND FINAL DESIGN DETAILING.

LOWE'S OF MANVEL, TX
LH 94 DEEP 09-23-2024

Exhibit C

Lowe's Parking Calculations

Gross parks provided:	567
Parks dedicated to outdoor sales:	(68)
Net parks provided:	499

Site Plan Dated: 9/23/24

Structure	Square Footage	Parking Ratio	Number of Parks Required
Main Building	107,135	4:1	428.5
Garden Center	34,442	2:1	68.9
TOTAL NET PARKS NEEDED			497.4

Percentage of Outdoor Sales:	12%
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**INTERLOCAL AGREEMENT
FOR
USE OF COMMUNICATION TOWER**

This Interlocal Agreement (this “Agreement”) is made effective as of the Effective Date (as defined below), by and between BRAZORIA COUNTY, TEXAS, acting through its Commissioners Court (the “County”) on behalf of SHERIFF’S OFFICE, and CITY OF MANVEL, acting through its City Council (the “City”). The City and the County may be referred to individually as a “Party” and collectively as the “Parties.”

WHEREAS, Texas Government Code Chapter 791 (Interlocal Cooperation Contracts) authorizes local governments to contract with one another in order to increase the efficiency and effectiveness of governmental functions and services;

WHEREAS, each of the Parties are local governments as defined by Texas Government Code §791.003.

WHEREAS, the City needs a location to place communication equipment relating to City utilities.

NOW, THEREFORE, the County and the City agree as follows:

1. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services agrees to make those payments from current revenues available to that paying Party.
2. **Term.** This Agreement’s initial term shall be for one (1) year beginning on the Effective Date. After the expiration of the initial term, this Agreement shall automatically renew for one (1) additional and successive but distinct one (1) year term.
3. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing one hundred twenty (120) days’ written notice of termination to the other Party.
4. **Project.** City is hereby authorized to place, at its own expense, the following equipment upon the Sheriff’s Office communication tower:
 - a. Neptune 13458-000 Gateway V4 Cellular
 - b. 13070-100 Outdoor UPS System
 - c. Neptune R900 Gateway RF Antenna 13146-100

City is responsible for the installation of equipment and its proper operation and all maintenance and/or replacement of equipment.

City will coordinate the placement with the equipment with the contact person identified below. If City needs to place additional equipment on the Sheriff’s Office communication tower in the future, City will seek written authorization from the contact person identified below.

When removing equipment, City will return the tower to the same condition it was prior to the placement of the equipment.

5. **Notices.** All notices and requests which may be given, or which are required to be given by either party to the other, and any exercise of a right of termination provided by this Agreement, shall be in writing and may be given by either personal delivery, email and/or deposited in any post office or mail receptacle regularly maintained by the United States government, certified or registered mail, return receipt requested, postage prepaid.

CITY:

City of Manvel
P. O. Box 187
Manvel, TX 77578
Attn: Dan Johnson
Email: dan.johnson@cityofmanvel.com

COUNTY:

Brazoria County Sheriff's Office
3602 County Road 45
Angleton, Texas 77515
Attn:
Email:

This Agreement constitutes the entire agreement between the Parties and supersedes any and all oral or written agreements between the Parties relating to matters herein. An amendment to this Agreement is not effective unless in writing and signed by both Parties.

6. **Effective Date.** The Effective Date of this Agreement shall be the date on which the second of the two Parties executes this Agreement.

This Agreement may be executed in duplicate originals.

AGREED and SIGNED to be effective as of the Effective Date.

COUNTY:

BRAZORIA COUNTY, TEXAS

CITY:

CITY OF MANVEL

By: _____
L.M. "Matt" Sebesta, Jr.
Brazoria County Judge

By: _____
Print Name: _____
Title: _____

DATED: _____

DATED: _____

BRAZORIA COUNTY SHERIFF'S OFFICE

By: _____
Bo Stallman
Brazoria County Sheriff

DATED: _____