

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

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



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

**NOTICE OF A TELECONFERENCE CITY COUNCIL MEETING  
OF THE CITY OF MANVEL  
FEBRUARY 16, 2021**

**NOTICE IS HEREBY GIVEN  
6:00 P.M. WORKSHOP 7:00 P.M. REGULAR SESSION**

Pursuant to Chapter 551, Title 5 of the Texas Government Code, the Texas Open Meetings Act, notice is hereby given that the City of Manvel will convene a Workshop and regular City Council meeting **Via Teleconference** for the purpose of discussing and, if appropriate, take action with respect to the following items:

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

**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.

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

**Members of the public are entitled to participate remotely via Microsoft Teams Teleconferencing.**  
Citizens may join the meeting (in listen mode only) by calling **210-469-0207** or **Toll-Free 1-877-257-2190** and entering the **Meeting ID: 609 773 74 #**

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

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

**\*\*\*All Public Comment Requests must be received before 5:00 P.M. on February 16, 2021.**

## **WORKSHOP**

**Presentation on the Pomona 7<sup>th</sup> Amendment to the Development Agreement**

**Discussion on any subject addressed on the Agenda for February 16, 2021**

## **REGULAR SESSION**

### **CALL TO ORDER**

### **INSPIRATIONAL READING –COUNCIL MEMBER TYSON**

#### **PLEDGE –**

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

### **PUBLIC COMMENTS: "COMMENT CARD" \*\*\*REQUIRED TO BE SUBMITTED BY 6:00 P.M.**

*\*\*\*Members of the public who wish to submit written comments on a listed agenda item must submit their comments via the Public Comment Request Form found on the city website [www.cityofmanvel.com](http://www.cityofmanvel.com) or by emailing [tbell@cityofmanvel.com](mailto:tbell@cityofmanvel.com) or by calling 832-336-4064 for staff assistance.*

### **PUBLIC HEARING**

**TO HEAR INPUT FROM THE PUBLIC REGARDING THE DISANNEXATION OF THREE TRACTS OF LAND BEING APPROXIMATELY 35 ACRES BORDERED ON THE SOUTH BY COUNTY ROAD 58, BORDERED ON THE WEST BY JERUSALEM, AND BORDERED ON THE NORTH AND EAST BY THE POMONA DEVELOPMENT. DISANNEXING AND DISCONTINUING SAID PROPERTY FROM THE CORPORATE BOUNDARIES OF THE CITY; CONTAINING CERTAIN FINDINGS; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT.**

### **CITY MANAGER UPDATE**

Update on current events and city issues.

- **Update on the following;**
  - **Emergency Declaration/COVID 19**
  - **Update on Building Modifications**
  - **Technology/Software Update (provided by the City Secretary)**

### **REGULAR AGENDA**

1. **Consideration and possible action to approve Resolution 2021-R-04;**  
**A RESOLUTION OF THE CITY OF MANVEL, TEXAS ACKNOWLEDGING REVIEW OF BOND APPLICATION AND GIVING CONSENT TO THE SALE AND ISSUANCE OF BONDS BY SEDONA LAKES MUNICIPAL UTILITY DISTRICT NO. 1 OF BRAZORIA COUNTY.**
2. **Consideration and possible action to approve the first of two readings of Ordinance 2021-O-04;**  
**AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, AMENDING CHAPTER 8. ANIMALS, BY ADOPTING NEW PROVISIONS GOVERNING CHAINING AND TETHERING OF DOGS, ANIMALS RUNNING AT LARGE, AND ANIMAL WASTE REMOVAL; PROVIDING A PENALTY FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS**

**OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

3. **Consideration and possible action on the appointment of the Croix Park Task Force Members. (Tabled on 2/1/2021).**
4. **Discussion on the following as requested by Council Member Davis;**
  - a. **Development of an off-street trails system. (Tabled on 2/1/2021)**
  - b. **CR 58 Sandpit**
  - c. **Regulatory Ordinance for Hotels**
  - d. **Meridiana Parkway and safety measures being considered**
5. **Consideration and possible action to direct staff on minimum design requirements for future city facilities. (Requested by Council Member Albert)**

**6. CONSENT AGENDA**

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

**A. Acceptance of the FY 2021-Q1 Investment Report.**

**B. Approve Ordinance 2021-O-03;**

**AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, ORDERING THE HOLDING OF A GENERAL ELECTION ON MAY 1, 2021, FOR THE PURPOSE OF ELECTING TWO COUNCILMEMBERS: ONE EACH FOR, PLACE 1, AND PLACE 2; DESIGNATING THE CITY ELECTION PRECINCTS; DESIGNATING A POLLING PLACE; PROVIDING FOR THE APPOINTMENT OF A PRESIDING ELECTION JUDGE AND ALTERNATE PRESIDING ELECTION JUDGE; APPROVING A JOINT ELECTION CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE; ESTABLISHING OTHER PROCEDURES FOR CONDUCTING THE ELECTION; PROVIDING FOR THE INCORPORATION OF THE PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

- C. **Acceptance of infrastructure improvements for Bluewater Lakes Section 6 to begin the One-year maintenance period.**
- D. **Acceptance of infrastructure improvements for North Inspiration Way in Meridiana to begin the One-year maintenance period.**
- E. **Acceptance of infrastructure improvements for Meridiana Parkway Phase 7 to begin the One-year maintenance period.**

**EXECUTIVE SESSION**

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

**Purchasing Opportunity**

# Manvel City Council Teleconference Meeting Agenda 2/16/2021

## 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.

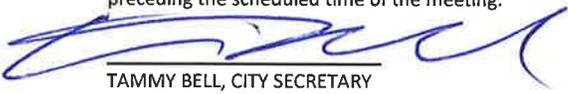
Items of community interest include:

- ❖ 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 City of Manvel is true and correct; and that I posted such notice on the bulletin board at the Manvel City Hall. A place convenient and readily accessible to the public on February 12, 2021, in accordance with the Texas Open Meetings Act (Tex. Gov't. Code §551.001 et.seq). Said notice remained posted for at least 72 hours preceding the scheduled time of the meeting.



TAMMY BELL, CITY SECRETARY  
CITY OF MANVEL, TEXAS



**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE CITY OF MANVEL, TEXAS  
ACKNOWLEDGING REVIEW OF BOND APPLICATION AND GIVING CONSENT  
TO THE SALE AND ISSUANCE OF BONDS BY  
SEDONA LAKES MUNICIPAL UTILITY DISTRICT NO. 1 OF BRAZORIA COUNTY**

**WHEREAS**, Sedona Lakes Municipal Utility District No. 1 of Brazoria County (the "District") was heretofore duly created by Order of the Texas Commission on Environmental Quality ("TCEQ"), dated February 22, 2008; and

**WHEREAS**, The District is located within the extraterritorial jurisdiction of the City of Manvel, Texas (the "City"); and

**WHEREAS**, pursuant to V.T.C.A. Local Government Code, Section 42.042 and by Resolution No. 2007-R-11, dated June 11, 2007 (the "Consent Resolution"), the City consented to the creation of the District; and

**WHEREAS**, as condition of the Consent Resolution, the City must consent to the sale and issuance of bonds by the District; and

**WHEREAS**, the City has received and reviewed a draft Preliminary Official Statement, a draft Notice of Sale, and a draft debt service schedule; and

**WHEREAS**, the City Council of the City desires to adopt Resolution No. \_\_\_\_\_ (the "Resolution"), as set forth herein, for the purpose of acknowledging its receipt and review of the draft Preliminary Official Statement, a draft Notice of Sale, and a draft debt service schedule and consenting to the sale and issuance of road bonds by the District pursuant thereto.

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

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

**Section 2.** Pursuant to Section 4.05 of Exhibit "B" and Exhibit "C" to the Consent Resolution, the City Counsel of Manvel, Texas hereby specifically (1) acknowledges its receipt and review of a draft Preliminary Official Statement, a draft Notice of Sale, and a draft debt service schedule; (2) declares that, based upon representation made by the District, the District is in compliance with the Consent Resolution, as well as all exhibits thereto; and (3) consents to the sale and issuance of road bonds by the District.

**[REMAINDER OF PAGE INTENTIONALLY BLANK]**

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Mayor

**ATTEST:**

\_\_\_\_\_  
City Secretary

**APPROVED AS TO FORM:**

\_\_\_\_\_  
City Attorney

[SEAL]

### ESTIMATED DEBT SERVICE REQUIREMENTS

The following schedule sets forth the debt service requirements of Outstanding Bonds and the Bonds, assuming that the Bonds are issued at an interest rate of 2.50% per annum.

| Calendar<br>Year | Outstanding<br>Debt Service | Plus: The Bonds    |                    | Debt Service       | Total<br>Debt Service |
|------------------|-----------------------------|--------------------|--------------------|--------------------|-----------------------|
|                  |                             | Principal          | Interest           |                    |                       |
| 2021             | \$1,932,735                 | \$ 45,000          | \$ 42,125          | \$ 87,125          | \$2,019,860           |
| 2022             | 1,947,779                   | 105,000            | 83,125             | 188,125            | 2,135,904             |
| 2023             | 1,954,914                   | 105,000            | 80,500             | 185,500            | 2,140,414             |
| 2024             | 1,972,081                   | 110,000            | 77,875             | 187,875            | 2,159,956             |
| 2025             | 1,976,631                   | 110,000            | 75,125             | 185,125            | 2,161,756             |
| 2026             | 1,991,856                   | 115,000            | 72,375             | 187,375            | 2,179,231             |
| 2027             | 2,005,234                   | 115,000            | 69,500             | 184,500            | 2,189,734             |
| 2028             | 2,011,596                   | 120,000            | 66,625             | 186,625            | 2,198,221             |
| 2029             | 2,016,046                   | 120,000            | 63,625             | 183,625            | 2,199,671             |
| 2030             | 2,033,336                   | 125,000            | 60,625             | 185,625            | 2,218,961             |
| 2031             | 2,028,649                   | 130,000            | 57,500             | 187,500            | 2,216,149             |
| 2032             | 2,057,224                   | 130,000            | 54,250             | 184,250            | 2,241,474             |
| 2033             | 2,052,744                   | 135,000            | 51,000             | 186,000            | 2,238,744             |
| 2034             | 2,060,538                   | 140,000            | 47,625             | 187,625            | 2,248,163             |
| 2035             | 2,075,444                   | 140,000            | 44,125             | 184,125            | 2,259,569             |
| 2036             | 1,857,606                   | 145,000            | 40,625             | 185,625            | 2,043,231             |
| 2037             | 1,577,413                   | 150,000            | 37,000             | 187,000            | 1,764,413             |
| 2038             | 1,578,883                   | 150,000            | 33,250             | 183,250            | 1,762,133             |
| 2039             | 1,578,458                   | 155,000            | 29,500             | 184,500            | 1,762,958             |
| 2040             | 1,314,508                   | 160,000            | 25,625             | 185,625            | 1,500,133             |
| 2041             | 805,463                     | 165,000            | 21,625             | 186,625            | 992,088               |
| 2042             | 454,875                     | 170,000            | 17,500             | 187,500            | 642,375               |
| 2043             | 286,513                     | 175,000            | 13,250             | 188,250            | 474,763               |
| 2044             | 148,625                     | 175,000            | 8,875              | 183,875            | 332,500               |
| 2045             |                             | 180,000            | 4,500              | 184,500            | 184,500               |
| <b>Total</b>     | <b>\$39,719,148</b>         | <b>\$3,370,000</b> | <b>\$1,177,750</b> | <b>\$4,547,750</b> | <b>\$44,266,898</b>   |

Estimated Average Annual Debt Service Requirement (2021–2045) .....\$1,770,676  
 Estimated Maximum Annual Debt Service Requirement (2035) .....\$2,259,569

**OFFICIAL NOTICE OF SALE**

**\$3,370,000**

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

**(A political subdivision of the State of Texas located within Brazoria County)**

**UNLIMITED TAX ROAD BONDS**

**SERIES 2021**

**BIDS TO BE SUBMITTED BY:  
10:00 A.M., CENTRAL TIME  
THURSDAY, FEBRUARY 25, 2021**

**BONDS TO BE AWARDED AT:  
12:00 P.M., CENTRAL TIME  
THURSDAY, FEBRUARY 25, 2021**

This Official Notice of Sale does not alone constitute an invitation for bids, but is merely notice of sale of the bonds described herein. The invitation for such bids is being made by means of this Official Notice of Sale, the Official Bid Form, and the Official Statement.

**OFFICIAL NOTICE OF SALE**

\$3,370,000

SEDONA LAKES MUNICIPAL UTILITY DISTRICT NO. 1 OF BRAZORIA COUNTY

(A political subdivision of the State of Texas located in Brazoria County)

UNLIMITED TAX ROAD BONDS

SERIES 2021

**BONDS OFFERED FOR SALE AT COMPETITIVE BID:** The Board of Directors (the "Board") of Sedona Lakes Municipal Utility District No. 1 of Brazoria County (the "District") is offering for sale at competitive bid its \$3,370,000 Unlimited Tax Road Bonds, Series 2021 (the "Bonds").

**METHODS FOR SUBMISSION OF BIDS AND BID FORMS:** Bids for the Bonds may be submitted by any one the following methods:

1. Submit bids in writing as described below under "WRITTEN BIDDING PROCEDURE."
2. Submit bids electronically as described below under "ELECTRONIC BIDDING PROCEDURE."
3. Submit bids by telephone as described below under "TELEPHONIC BIDDING PROCEDURE."

All bids must be submitted by 10:00 A.M., Central Time, on Thursday, February 25, 2021. Any bid or bid form submitted after such scheduled time for bid receipt will not be accepted and will be returned unopened. The District will not accept bids by facsimile transmission. See "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES" for additional requirements concerning submission of bids.

**WRITTEN BIDDING PROCEDURE:** A prospective bidder that intends to submit its bid in writing must do so in accordance with this paragraph. Two (2) sealed bids, which must be submitted on the Official Bid Form and plainly marked "Bid for Bonds," are to be addressed to "President and Board of Directors, Sedona Lakes Municipal Utility District No. 1." The two (2) sealed bids must be submitted on signed Official Bid Forms and delivered, by 10:00 A.M., Central Time, on Thursday, February 25, 2021, to the office of Robert W. Baird & Co. Incorporated (the "Financial Advisor"), as follows: Robert W. Baird & Co. Incorporated, Attn: Jan Bartholomew, 1331 Lamar Street, Suite 1360, Houston, Texas, 77010. For purposes of the written bidding procedure, the time as maintained by the PARITY/BIDCOMP Electronic Bid Submission System ("PARITY") shall constitute the official time.

**ELECTRONIC BIDDING PROCEDURE:** A prospective bidder that intends to submit an electronic bid must submit its electronic bid through the facilities of PARITY. Subscription to PARITY is required in order to submit an electronic bid. The District will neither confirm any subscription nor be responsible for the failure of any prospective bidder to subscribe. Electronic bids must be received via PARITY in the manner described below, until 10:00 A.M., Central Time, on Thursday, February 25, 2021.

Electronic bids must be submitted via PARITY in accordance with this Official Notice of Sale, prior to 10:00 A.M., Central Time, on Thursday, February 25, 2021, and no bid will be received after the time for receiving bids specified above. An electronic bid made through the facilities of PARITY shall be deemed an irrevocable offer to purchase the Bonds on the terms provided in this Official Notice of Sale and shall be binding upon the bidder as if made by a sealed bid delivered to the District. The District shall not be responsible for any malfunction or mistake made by, or as a result of the use of the facilities of, PARITY, the use of such facilities being the sole risk of the prospective bidder.

If any provisions of this Official Notice of Sale shall conflict with information provided by PARITY as the approved provider of electronic bidding services, this Official Notice of Sale shall control. Further information

about PARITY, including any fee charged, may be obtained from i-Deal, 1359 Broadway, 2nd Floor, New York, New York 10018, (212) 849-5000.

For purposes of the electronic bidding process, the time as maintained by PARITY shall constitute the official time. For information purposes only, bidders are requested to state in their electronic bids the net effective interest rate to the District, as described under "CONDITIONS OF SALE – BASIS OF AWARD" below. All electronic bids shall be deemed to incorporate the provisions of this Official Notice of Sale and the Official Bid Form. See "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES" for additional requirements concerning submission of bids.

**TELEPHONIC BIDDING PROCEDURE:** Any prospective bidder that intends to submit its bid by telephone must submit its bid in accordance with this section. Prior to 10:00 A.M., Central Time, on Thursday, February 25, 2021, bidders must submit two (2) signed Official Bid Forms, executed by an authorized representative of the bidder, but otherwise incomplete, to Robert W. Baird & Co. Incorporated, Attn: Jan Bartholomew, 1331 Lamar Street, Suite 1360, Houston, Texas 77010. Bidders who have provided signed bid forms may thereafter submit bids by telephone on the date of sale by 10:00 A.M., Central Time. Inquiries with respect to this procedure may be directed to Jan Bartholomew of Robert W. Baird & Co. Incorporated at (713) 230-6121.

Jan Bartholomew of Robert W. Baird & Co. Incorporated will call telephone bidders who have submitted signed Official Bid Forms prior to the date of the sale. Contact Jan Bartholomew of Robert W. Baird & Co. Incorporated, on the day of the sale to obtain the phone number for submission of telephone bids.

**LATE BIDS AND IRREGULARITIES:** The Financial Advisor is not authorized and will not be responsible for the submission of any bids made after the time prescribed, nor does the District or the Financial Advisor assume any responsibility or liability with respect to any irregularities associated with the submission, delivery, or electronic or facsimile transmission of any bid. **The District and the Board reserve the right to reject any and all bids and to waive any irregularities, except time of filing.**

**AWARD AND SALE OF THE BONDS:** The Board of the District will take action to adopt an order authorizing the issuance and awarding sale of the Bonds (the "Bond Order") to the Initial Purchaser (herein defined) or will reject all bids promptly after the opening of bids at 12:00 P.M., Central Time, on Thursday, February 25, 2021. The Board of the District reserves the right to reject any or all bids and to waive any irregularities, except time of filing. Please note that all bids must comply with the requirements listed in "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES."

It is anticipated that said meeting will be held via telephone or video conference pursuant to Chapter 551 of the Texas Government Code, as amended, and as modified by the temporary suspension of various provisions thereof effective March 16, 2020, by the Governor of Texas in accordance with the Texas Disaster Act of 1975, all as related to the Governor's proclamation on March 13, 2020, concerning the COVID-19 pandemic. Please consult the public notice for said meeting for details regarding public access. The District reserves the right to postpone the bond sale, if necessary or appropriate.

## THE BONDS

**DESCRIPTION OF CERTAIN TERMS OF THE BONDS:** The Bonds will be dated and accrue interest from March 1, 2021, with interest payable on September 1, 2021, and on each March 1 and September 1 thereafter (each an "Interest Payment Date") until the earlier of maturity or prior redemption. The Bonds will be issued only in fully registered form. Principal is payable to the registered owner(s) of the Bonds (the "Bondholder(s)") upon presentation and surrender at the principal corporate trust office of the paying agent/registrar, initially, Zions Bancorporation, National Association dba Amegy Bank, Houston, Texas, (the "Paying Agent/Registrar"). Interest on the Bonds will be payable by check of the Paying Agent/Registrar, dated as of the Interest Payment Date, and mailed by the Paying Agent/Registrar to the Bondholders, as shown on the records of the Paying Agent/Registrar at the close of business on the 15<sup>th</sup> day of the calendar month next preceding each Interest Payment Date (the "Record Date"). The Bonds will be registered in the name of Cede & Co. as nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as securities depository for the Bonds. Beneficial owners of the Bonds will not receive physical certificates representing the Bonds, but will receive a credit balance on the books of the nominees of such beneficial owners. So long as Cede & Co. is the registered owner of the Bonds, the principal of and interest on the Bonds will be paid by the Paying Agent/Registrar directly to DTC, which will, in turn, remit such principal and interest to its participants for subsequent

disbursement to the beneficial owners of the Bonds as described herein. See “THE BONDS – Book-Entry-Only System” in the Preliminary Official Statement. The Bonds will mature on September 1 in each of the following years in the following amounts:

| Maturity<br>(September 1) | Principal<br>Amount | Maturity<br>(September 1) | Principal<br>Amount |
|---------------------------|---------------------|---------------------------|---------------------|
| 2021                      | \$ 45,000           | 2034                      | \$ 140,000          |
| 2022                      | 105,000             | 2035                      | 140,000             |
| 2023                      | 105,000             | 2036                      | 145,000             |
| 2024                      | 110,000             | 2037                      | 150,000             |
| 2025                      | 110,000             | 2038                      | 150,000             |
| 2026                      | 115,000             | 2039                      | 155,000             |
| 2027                      | 115,000             | 2040                      | 160,000             |
| 2028                      | 120,000             | 2041                      | 165,000             |
| 2029                      | 120,000             | 2042                      | 170,000             |
| 2030                      | 125,000             | 2043                      | 175,000             |
| 2031                      | 130,000             | 2044                      | 175,000             |
| 2032                      | 130,000             | 2045                      | 180,000             |
| 2033                      | 135,000             |                           |                     |

**SERIAL BONDS AND/OR TERM BONDS:** Bidders may provide that all the Bonds be issued as serial bonds or may provide that any two or more consecutive annual principal amounts may be combined into one or more term bonds.

**REDEMPTION PROVISIONS:** The Bonds maturing on and after September 1, 2027, are subject to redemption and payment, at the option of the District, in whole or, from time to time, in part, on September 1, 2026, or on any date thereafter, at a price equal to the principal amount thereof, plus accrued interest thereon to the date fixed for redemption. If less than all the Bonds are redeemed at any time, the District shall determine the maturity or maturities and the amounts thereof to be redeemed, in integral multiples of \$5,000 in principal amount, and if less than all of the Bonds within a maturity are to be redeemed, the Paying Agent/Registrar shall select by lot or other customary method of random selection the Bonds within such maturity to be redeemed. The holder of any Bond, all or a portion of which has been called for redemption, will be required to present such Bond to the Paying Agent/Registrar for payment of the redemption price on the portion of such Bond called for redemption and for the issuance of an exchange Bond in a principal amount equal to the portion of the Bond not so redeemed.

**SECURITY FOR PAYMENT:** The Bonds, when issued, will constitute valid and binding obligations of the District, payable as to principal and interest from the proceeds of a continuing, direct annual ad valorem tax, without legal limitation as to rate or amount, levied against all taxable property within the District.

**OTHER TERMS AND COVENANTS:** Other terms of the Bonds and the various covenants of the District contained in the Bond Order are described in the Preliminary Official Statement, to which reference is made for all purposes.

**USE OF PROCEEDS:** Proceeds from the sale of the Bonds will be used to reimburse the Developer for the road construction costs set out in the Preliminary Official Statement under the caption “THE BONDS - Use and Distribution of Bond Proceeds.” Proceeds of the Bonds will also be used to pay costs of issuance associated with the Bonds.

**MUNICIPAL BOND INSURANCE AND RATING:** The District has made applications for a commitment to provide municipal bond insurance on the Bonds. The purchase of such insurance, if available, and payment of all associated costs, including the premium charged by the insurer, will be at the option and expense of the Initial Purchaser. Moody’s has assigned an underlying credit rating of “\_\_\_” to the Bonds. See “MUNICIPAL BOND INSURANCE AND RATING” in the Preliminary Official Statement.

#### CONDITIONS OF SALE

**TYPES OF BIDS AND INTEREST RATES:** The Bonds will be sold in one block on an “all or none” basis at a price of not less than 97% of the principal amount thereof, plus accrued interest from the date of the Bonds to the date of delivery. Bidders are to name the rates of interest to be borne by the Bonds, provided that each interest rate bid must be a multiple of 1/8th or 1/20th of 1%. All Bonds maturing within a single year must bear the same rate of interest. The net effective interest rate, as calculated pursuant to Chapter 1204 of the Texas Government Code, as amended, on the Bonds may not exceed 2% above the Daily Bond Buyer’s weekly “20 Bond Index” published over the one month period preceding the sale date of the Bonds. No limitation will be imposed upon bidders as to the number of rates which may be used, but the highest rate bid may not exceed the lowest rate bid by more than 2-1/2% in interest rate. Each bid shall indicate the total and net interest costs in dollars and the net effective interest rate determined therefrom, which shall be considered informative only and not as a part of the bid. No bid generating a cash premium greater than \$5,000 will be accepted.

**BASIS OF AWARD:** For the purpose of awarding sale of the Bonds, the interest cost of each bid will be computed by determining, at the rates specified therein, the total dollar value of all interest on the Bonds from the date thereof to their respective maturities and adding thereto the discount bid, if any. Subject to the District’s right to reject any or all bids, sale of the Bonds will be awarded to the bidder (the “Initial Purchaser”) whose bid, under the above computation, produces the lowest net interest cost to the District. The Board of the District reserves the right to reject any or all bids. In the event of mathematical discrepancies between the interest rate(s) bid and the interest cost determined therefrom, as both appear on the Official Bid Form, the bid will be governed solely by the interest rate(s) bid.

**GOOD FAITH DEPOSIT:** Each bid must be accompanied by a bank cashier’s check payable to the order of “Sedona Lakes Municipal Utility District No. 1” in the amount of \$67,400 which is 2% of the par value of the Bonds (the “Good Faith Deposit”). “Official Checks” will not be accepted. The check of the Initial Purchaser will be considered as the Good Faith Deposit and will be retained uncashed by the District pending the Initial Purchaser’s compliance with the terms of the bid. In the event the Initial Purchaser should fail or refuse to take up and pay for the Bonds in accordance with such terms, then the Good Faith Deposit will be cashed and the proceeds accepted by the District as full and complete liquidated damages. The Good Faith Deposit may accompany the bid or it may be submitted separately; if submitted separately, it shall be made available to the District prior to the opening of the bids and shall be accompanied by instructions from the bank on which it is drawn which authorize its use as the Good Faith Deposit of bidders named in such instructions. **THE GOOD FAITH DEPOSIT OF THE INITIAL PURCHASER WILL BE RETURNED TO THE INITIAL PURCHASER UNCASHED ON THE DATE OF DELIVERY OF THE BONDS.** No interest will be credited on the Good Faith Deposit. The checks accompanying all other bids will be returned immediately after the bids are opened and the award of the sale of the Bonds has been made.

**COMPETITIVE BIDDING AND CERTIFICATE OF INITIAL PURCHASER:** In the event that the District does not receive sufficient qualified bids to satisfy the competitive sale requirements of Treasury Regulation Section 1.148-1(f)(3)(i), the “hold-the-offering-price rule” shall apply, which will allow the District to treat the initial offering price to the public of each maturity as of the sale date as the issue price of that maturity (the “hold-the-offering-price rule”). So long as the hold-the-offering-price rule applies to any maturity of the Bonds, the Initial Purchaser will neither offer nor sell that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (i) the date on which the Initial Purchaser has sold at least 10 percent of that maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public or (ii) the close of the fifth business day after the sale date.

The Initial Purchaser agrees to promptly report to the District’s Financial Advisor when it has sold 10 percent of a maturity of the Bonds to the public at a price that is no higher than the initial offering price to the public if that occurs prior to the close of the fifth business day after the sale date. Alternative Certificates of Initial Purchaser are attached for use (i) when the competitive sale requirements of Treasury Regulation Section 1.148-1(f)(3)(i) are met and (ii) when such requirements are not met.

**REQUIRED DISCLOSURE OF INTERESTED PARTIES:** Bidders, including any syndicate member listed on the Official Bid Form, who are not publicly traded business entities, or wholly owned subsidiaries of a publicly traded business entity, must submit to the District a completed and signed Texas Ethics Commission Form 1295 (“TEC Form 1295”) in accordance with Texas Government Code Section 2252.908. If required, the TEC Form

1295 may accompany the Official Bid Form or may be submitted separately, but must be provided to the District prior to the time prescribed for the award of the Bonds. If required the TEC Form 1295 may be provided to the District via facsimile or electronically; however, the original signed TEC Form 1295, including certificate number, must be physically delivered to the District within two business days of the award. The District reserves the right to reject any bid that does not comply with the requirements prescribed herein, if applicable, or to waive any such requirements. For purposes of completing the TEC Form 1295, box two is "Sedona Lakes Municipal Utility District No. 1" and box 3 is "SL MUD 1 - S2021." Neither the District nor its consultants have the ability to verify the information included in a TEC Form 1295, and neither have an obligation nor undertake responsibility for advising any bidder with respect to the proper completion of the TEC Form 1295. Consequently, any entity who is not a publicly traded business entity, or a wholly owned subsidiary of a publicly traded business entity, should consult its own advisors to the extent it deems necessary and be prepared to submit the completed form promptly upon notification from the District that its bid is the apparent winning bid.

**COMPLIANCE WITH LAWS PROHIBITING CONTRACTS WITH COMPANIES BOYCOTTING ISRAEL AND CERTAIN COMPANIES ENGAGED IN BUSINESS WITH IRAN, SUDAN, OR FOREIGN TERRORIST ORGANIZATIONS:** The District will not award the Bonds to a bidder unless the bidder verifies that it, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the bidder that exists to make a profit, does not and will not boycott Israel through the delivery date of the Bonds. The term "bidder" as used in this paragraph has the same meaning as the term "company" as set forth in Section 808.001(2) of the Texas Government Code, as such section is modified by Section 2271.001(2) of the Texas Government Code, as amended.

Similarly, the District will not award the Bonds to a bidder unless the bidder certifies that it, as well as any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of the bidder that exists to make a profit, does not engage in business with Iran, Sudan, or a foreign terrorist organization (as defined by Section 2252.151(2), Texas Government Code) and has not been identified as having engaged in business with Iran, Sudan, or a foreign terrorist organization on a list prepared and maintained by the Texas Comptroller of Public Accounts. The term "bidder" as used in this paragraph has the same meaning as the term "company" as set forth in Section 2270.0001(2) of the Texas Government Code, as amended.

By submitting a bid, the bidder makes and certifies to the representations necessary and convenient for the compliance with the aforementioned laws and agrees to execute further written certificates as may be necessary or convenience for the District to establish compliance with the aforementioned laws.

#### OFFICIAL STATEMENT

To assist the Initial Purchaser in complying with United States Securities and Exchange Commission (the "SEC") Rule 15c2-12 of the Securities Exchange Act (the "Rule"), the District and the Initial Purchaser contract and agree, by the submission and acceptance of the winning bid, as follows:

**FINAL OFFICIAL STATEMENT:** The District has approved and authorized distribution of the accompanying Preliminary Official Statement for dissemination to bidders of the Bonds, but does not presently intend to prepare any other document or version thereof for such purpose, except as described below. Accordingly, the District intends the Preliminary Official Statement to be final as of its date, within the meaning of the Rule, except for information relating to the offering prices, interest rates, final debt service schedule, selling compensation, identity of the Initial Purchaser and other similar information, terms and provisions to be specified in the competitive bidding process. The Initial Purchaser shall be responsible for promptly informing the District of the initial offering yields of the Bonds. Thereafter, the District will complete and authorize distribution of the Official Statement identifying the Initial Purchaser and containing such omitted information. The District does not intend to amend or supplement the Official Statement otherwise, except to take into account certain subsequent events, if any, as described below. By delivering the final Official Statement or any amendment or supplement thereto in the requested quantity to the Initial Purchaser on or after the sale date, the District intends the same to be final as of such date, within the meaning of the Rule. Notwithstanding the foregoing, the only representations concerning the absence of material misstatements or omissions from the Official Statement which are being or which will be made by the District are those described and contained in the Official Statement under the caption "OFFICIAL STATEMENT - Certification as to Official Statement."

**CHANGES TO OFFICIAL STATEMENT:** If, subsequent to the date of the Official Statement, the District learns, through the ordinary course of business and without undertaking any investigation or examination for such purposes, or is notified by the Initial Purchaser of any adverse event which causes the Official Statement to be materially misleading, and unless the Initial Purchaser elects to terminate its obligation to purchase the Bonds, as described below under “DELIVERY AND ACCOMPANYING DOCUMENTS – CONDITIONS TO DELIVERY,” the District will promptly prepare and supply to the Initial Purchaser an appropriate amendment or supplement to the Official Statement satisfactory to the Initial Purchaser; provided, however, that the obligation of the District to do so will terminate when the District delivers the Bonds to the Initial Purchaser, unless the Initial Purchaser notifies the District on or before such date that less than all of the Bonds have been sold to ultimate customers, in which case the District’s obligations hereunder will extend for an additional period of time (but not more than ninety (90) days after the date the District delivers the Bonds) until all of the Bonds have been sold to ultimate customers.

**DELIVERY OF OFFICIAL STATEMENTS:** The District shall furnish to the Initial Purchaser (and to each participating underwriter of the Bonds, within the meaning of the Rule, designated by the Initial Purchaser), within seven (7) business days after the sale date, the aggregate number of Official Statements specified in the winning bid. The District also shall furnish to the Initial Purchaser a like number of any supplements or amendments approved and authorized for distribution by the District for dissemination to bidders of the Bonds, as well as such additional copies of the Official Statement or any such supplements or amendments as the Initial Purchaser may request prior to the ninetieth (90<sup>th</sup>) day after the end of the underwriting period described in the Rule. The District shall pay the expense of preparing the number of copies of the Official Statement specified in the winning bid and an equal number of any supplements or amendments issued on or before the delivery date, but the Initial Purchaser shall pay for all other copies of the Official Statement or any supplement or amendment thereto.

#### DELIVERY AND ACCOMPANYING DOCUMENTS

**DELIVERY OF INITIAL BONDS:** Initial delivery of the Bonds will be as set forth below. Unless otherwise agreed with the Initial Purchaser, delivery will be at the corporate trust office of the Paying Agent/Registrar in Houston, Texas. Payment for the Bonds must be made in immediately available funds for unconditional credit to the District, or as otherwise directed by the District. If, at the time of closing, the Initial Purchaser has provided the Paying Agent/Registrar five (5) business days’ written notice of its registration instructions, the Initial Purchaser shall not be required to pay for the initial until the Paying Agent/Registrar is able to deliver to the Initial Purchaser definitive, registered Bonds conforming to such registration instructions. The Initial Purchaser will be given six (6) business days’ notice of the time fixed for delivery of the Bonds.

It is anticipated that initial delivery can be made on or about March 25, 2021, and subject to the aforesaid notice, it is understood and agreed that the Initial Purchaser will accept delivery and make payment for the initial Bonds by 12:00 P.M., Central Time, on March 25, 2021, or thereafter on the date the initial Bonds are tendered for delivery, up to and including April 22, 2021. If for any reason the District is unable to make delivery on or before April 22, 2021, then the District immediately shall contact the Initial Purchaser and offer to allow the Initial Purchaser to extend its offer for an additional thirty (30) days. If the Initial Purchaser does not elect to extend its offer within six (6) days thereafter, then the Good Faith Deposit will be returned, and both the District and the Initial Purchaser shall be relieved of any further obligation.

**EXCHANGE ON DELIVERY DATE:** Upon written request of the Initial Purchaser, delivered to the Paying Agent/Registrar not less than five (5) business days prior to the date fixed for delivery, the Paying Agent/Registrar will, on the delivery date, exchange the Bonds to be delivered by the District for Bonds registered in accordance with instructions contained in such request, in integral multiples of \$5,000, maturing as set out in this Official Notice of Sale and bearing interest in accordance with the terms of the Initial Purchaser’s bid.

**CUSIP NUMBERS:** It is anticipated that CUSIP identification numbers will be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Initial Purchaser to accept delivery of and pay for the Bonds in accordance with the terms of this Official Notice of Sale. All expenses relating to the printing of CUSIP numbers on the Bonds shall be paid for by the District; however, payment of the CUSIP Global Services charge for the assignment of the numbers shall be the responsibility of the Initial Purchaser.

**CONDITIONS TO DELIVERY:** The obligation to take up and pay for the Bonds is subject to the following conditions: the issuance of an approving opinion of the Attorney General of Texas; the Initial Purchaser's receipt of the initial Bonds (or definitive Bonds if the Initial Purchaser has provided the Paying Agent/Registrar with registration instructions as provided above); the Initial Purchaser's receipt of the legal opinion of Sanford Kuhl Hagan Kugle Parker Kahn LLP, Houston, Texas, Bond Counsel, and the no-litigation certificate; and the non-occurrence of the events described below under "NO MATERIAL ADVERSE CHANGE," all as described below. Further, the Initial Purchaser is not obligated to take up and pay for the Bonds at initial delivery if at any time after the award of the Bonds, and at or prior to initial delivery, the Congress of the United States shall have declared war or a national emergency. In addition, if the District fails to comply with its obligations described under "OFFICIAL STATEMENT" above, the Initial Purchaser may terminate its contract to purchase the Bonds by delivering written notice to the District within five (5) days thereafter.

**INITIAL PURCHASER'S CERTIFICATION OF ISSUE PRICE:** In order to provide the District with information required to enable it to comply with certain conditions of the Internal Revenue Code of 1986 (the "Code"), as amended, relating to the exclusion of interest on the Bonds from gross income for federal income tax purposes, and subject to the section entitled "CONDITIONS OF SALE – COMPETITIVE BIDDING AND CERTIFICATE OF INITIAL PURCHASER" herein, the Initial Purchaser will be required to complete, execute and deliver to the District (on or before the date of delivery of the Bonds) a certification regarding the "issue price" of the Bonds substantially in one of the forms accompanying this Official Notice of Sale. In the event the Initial Purchaser will not reoffer the Bonds for sale or is unable to sell a substantial amount of the Bonds of any maturity by the date of delivery, such certificate may be modified in a manner acceptable to the District. Each bidder, by submitting its bid, agrees to complete, execute and deliver such a certificate by the date of delivery of the Bonds, if its bid is accepted by the District. It will be the responsibility of the Initial Purchaser to institute such syndicate reporting requirements, to make such investigation, or otherwise to ascertain the facts necessary to enable it to make such certification with reasonable certainty. Any questions concerning such certification should be directed to Bond Counsel. See "TAX MATTERS" in the Preliminary Official Statement.

**LEGAL OPINIONS:** The District will furnish to the Initial Purchaser a transcript of certain certified proceedings incident to the issuance and authorization of the Bonds, including a certified copy of the approving legal opinion of the Attorney General of Texas, as recorded in the Bond Register of the Comptroller of Public Accounts of the State of Texas, to the effect that the Attorney General of Texas has examined a transcript of proceedings authorizing the issuance of the Bonds, and that based upon such examination, the Bonds are valid and binding obligations of the District payable from the proceeds of an annual ad valorem tax, levied without legal limitation as to rate or amount upon all taxable property in the District. The District will also furnish the approving legal opinion of Bond Counsel, to the effect that, based upon an examination of such transcript, the Bonds are valid and binding obligations of the District under the Constitution and laws of the State of Texas, except to the extent that enforcement of the rights and remedies of the registered owners of the Bonds may be limited by laws relating to bankruptcy, reorganization, or other similar laws of general application affecting the rights of creditors of political subdivisions such as the District. The legal opinion of Bond Counsel will further state that the Bonds are payable, both as to principal and interest, from the levy of ad valorem taxes without legal limitation as to rate or amount, upon all taxable property within the District, and that the interest on the Bonds is excludable from gross income for federal income tax purposes under existing law and interest on the Bonds is not subject to the federal alternative minimum tax. See "LEGAL MATTERS" in the Preliminary Official Statement. Such opinions express no opinion with respect to the sufficiency of the security for or marketability of the Bonds.

**DTC DEFINITIVE BONDS:** After delivery, the Bonds will be issued in book-entry-only form. Cede & Co. is the nominee for DTC. All references herein to the registered owners of the Bonds shall mean Cede & Co. and not the beneficial owners of the Bonds. Purchase of beneficial interests in the Bonds will be made in book-entry-only form (without registered Bonds) in denominations of \$5,000 of principal amount or any integral multiple thereof. Under certain limited circumstances described herein, the District may determine to forego immobilization of the Bonds at DTC, or another securities depository, in which case, such beneficial interests would become exchangeable for one or more fully registered Bonds of like principal amount for the Bonds. See "THE BONDS – Book-Entry-Only System" in the Preliminary Official Statement.

**QUALIFIED TAX-EXEMPT OBLIGATIONS:** The Code requires a pro rata reduction in the interest expense deduction of a financial institution to reflect such financial institution's investment in tax-exempt obligations

acquired after August 7, 1986. An exception to the foregoing provision is provided in the Code for “qualified tax-exempt obligations,” which include tax-exempt obligations, such as the Bonds, (a) designated by the issuer as “qualified tax-exempt obligations” and (b) issued by a political subdivision for which the aggregate amount of tax-exempt obligations (not including private activity bonds other than qualified 501(c)(3) bonds) to be issued during the calendar year is not expected to exceed \$10,000,000.

The District will designate the Bonds as “qualified tax-exempt obligations” and will represent that the aggregate amount of tax-exempt bonds (including the Bonds) issued by the District and entities subordinate to the District during calendar year 2021 is not expected to exceed \$10,000,000 and that the District and entities subordinate to the District have not designated more than \$10,000,000 in “qualified tax-exempt obligations” (including the Bonds) during calendar year 2021.

Notwithstanding this exception, financial institutions acquiring the bonds will be subject to a 20% disallowance of allocable interest expense.

**NO-LITIGATION CERTIFICATE:** With the delivery of the Bonds, the President and Secretary of the Board of the District will, on behalf of the District, execute and furnish to the Initial Purchaser a certificate to the effect that no litigation of any nature has been filed or is then pending against the District, of which the District has notice, to restrain the issuance or delivery of the Bonds, or which would affect the provisions made for their payment or security, or in any manner questioning the validity of the Bonds.

**NO MATERIAL ADVERSE CHANGE:** The obligations of the Initial Purchaser to take up and pay for the Bonds, and of the District to deliver the Bonds, are subject to the condition that, up to the time of delivery of and receipt of payment for the Bonds, there shall have been no material adverse change in the condition of the District (financial or otherwise) subsequent to the date of sale from that set forth in the Preliminary Official Statement, as it may have been finalized, supplemented or amended through the date of delivery.

#### GENERAL CONSIDERATIONS

**RISK FACTORS:** The Bonds are subject to certain risk factors as set forth in the Preliminary Official Statement. Prospective purchasers should review the entire Preliminary Official Statement before making an investment decision. See “RISK FACTORS” in the Preliminary Official Statement.

**RESERVATION OF RIGHTS:** The District reserves the right to reject all bids or any bid not conforming with the terms hereof and the right to waive any and all irregularities, except time of filing.

**NOT AN OFFER TO SELL:** This Official Notice of Sale does not alone constitute an offer to sell the Bonds but is merely notice of sale of the Bonds. The invitation for bids on the Bonds is being made by means of this Official Notice of Sale, the Preliminary Official Statement, and the Official Bid Form.

**SECURITIES REGISTRATION AND QUALIFICATION:** No registration statement relating to the Bonds has been filed with the SEC under the Securities Act of 1933, as amended, in reliance upon exemptions provided thereunder. The Bonds have not been registered or qualified under the Securities Act of Texas in reliance upon various exemptions contained therein; nor have the Bonds been registered or qualified under the securities laws or regulations of any other jurisdiction. The District assumes no responsibility for registration or qualification of the Bonds under the securities laws or regulations of any other jurisdiction in which the Bonds may be offered, sold or otherwise transferred. This disclaimer of responsibility for registration or qualification for sale or other disposition of the Bonds shall not be construed as an interpretation of any kind with regard to the availability of any exemption from securities registration or qualification provisions in such other jurisdictions.

By submission of a bid, the Initial Purchaser represents that the sale of the Bonds in states other than Texas will be made only pursuant to exemptions from registration or qualification or, where necessary, the Initial Purchaser will register or qualify the Bonds in accordance with the securities laws or regulations of any jurisdiction which so requires. The District agrees to cooperate, at the Initial Purchaser’s written request and expense, in registering or qualifying the Bonds, or in obtaining an exemption from registration or qualification, in any jurisdiction where such action is necessary.

**CONTINUING DISCLOSURE AGREEMENT:** The District will agree in the Bond Order to provide certain periodic information and notices of material events in accordance with the Rule, as described in the Preliminary Official

Statement under "CONTINUING DISCLOSURE OF INFORMATION." The Initial Purchaser's obligation to accept and pay for the Bonds is conditioned upon delivery to the Initial Purchaser or its agent of a certified copy of the Bond Order containing the agreement described under such heading.

ADDITIONAL COPIES: Additional copies of this Official Notice of Sale, the Official Bid Form, and the Preliminary Official Statement may be obtained from Robert W. Baird & Co. Incorporated, 1331 Lamar Street, Suite 1360, Houston, Texas 77010.

/s/ Jim Forrest  
President, Board of Directors  
Sedona Lakes Municipal Utility District No. 1

January 28, 2021

**CERTIFICATE OF INITIAL PURCHASER – FEDERAL TAX COMPETITIVE BIDDING REQUIREMENTS MET**

The undersigned hereby certifies as follows with respect to the sale of the \$3,370,000 Unlimited Tax Road Bonds, Series 2021 (the "Bonds") by Sedona Lakes Municipal Utility District No. 1 (the "District").

1. The undersigned is the underwriter or the manager of the syndicate of underwriters (the "Initial Purchaser") which has purchased the Bonds from the District at competitive sale.
2. The Initial Purchaser was not given the opportunity to review other bids prior to submitting its bid, and the bid submitted by the Initial Purchaser constituted a firm bid to purchase the Bonds.
3. As of the Sale Date (defined below), the reasonably expected initial offering prices of the Bonds to the public by the Initial Purchaser (expressed as a percentage of principal amount and exclusive of accrued interest) is as set forth below:

| Maturity<br>(September 1) | Principal<br>Amount at<br>Maturity | Price/Yield | Maturity<br>(September 1) | Principal<br>Amount at<br>Maturity | Price/Yield |
|---------------------------|------------------------------------|-------------|---------------------------|------------------------------------|-------------|
| 2021                      | \$ 45,000                          | _____%      | 2034                      | \$ 140,000                         | _____%      |
| 2022                      | 105,000                            | _____%      | 2035                      | 140,000                            | _____%      |
| 2023                      | 105,000                            | _____%      | 2036                      | 145,000                            | _____%      |
| 2024                      | 110,000                            | _____%      | 2037                      | 150,000                            | _____%      |
| 2025                      | 110,000                            | _____%      | 2038                      | 150,000                            | _____%      |
| 2026                      | 115,000                            | _____%      | 2039                      | 155,000                            | _____%      |
| 2027                      | 115,000                            | _____%      | 2040                      | 160,000                            | _____%      |
| 2028                      | 120,000                            | _____%      | 2041                      | 165,000                            | _____%      |
| 2029                      | 120,000                            | _____%      | 2042                      | 170,000                            | _____%      |
| 2030                      | 125,000                            | _____%      | 2043                      | 175,000                            | _____%      |
| 2031                      | 130,000                            | _____%      | 2044                      | 175,000                            | _____%      |
| 2032                      | 130,000                            | _____%      | 2045                      | 180,000                            | _____%      |
| 2033                      | 135,000                            |             |                           |                                    |             |

4. The Initial Purchaser has purchased bond insurance for the Bonds. The bond insurance, has been purchased from \_\_\_\_\_ (the "Insurer") for a fee of \$\_\_\_\_\_ (net of any non-guarantee cost, e.g., rating agency fees). The amount of such fee is set forth in the Insurer's commitment and does not include any payment for any direct or indirect services other than the transfer of credit risk, unless the compensation for those other services is separately stated, reasonable, and excluded from such fee. Such fee does not exceed a reasonable, arm's length charge for the transfer of credit risk. The present value of the debt service savings expected to be realized as a result of such insurance exceeds the amount of the fee set forth above. For this purpose, present value is computed using the yield on the Bonds, determined by taking into account the amount of the fee set forth above, as the discount rate. No portion of the fee payable to the Insurer is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such fee that had not been earned.

5. The term "public" means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an underwriter or a related party to an underwriter. A "related party" generally means two or more persons with greater than 50 percent common ownership, directly or indirectly.

6. The term "Sale Date" means the first date on which there is a binding contract in writing for the sale of the Bonds. The Sale Date of the Bonds is February 25, 2021.

7. The undersigned understands that the statements made herein will be relied upon by the District and Sanford Kuhl Hagan Kugle Parker Kahn LLP in complying with the conditions imposed by the Internal Revenue Code of 1986, as amended, on the exclusion of interest on the Bonds from the gross income of their owners for federal income tax purposes.

EXECUTED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Name of Initial Purchaser or Manager)

By: \_\_\_\_\_

Title: \_\_\_\_\_

**CERTIFICATE OF INITIAL PURCHASER – FEDERAL TAX COMPETITIVE BIDDING REQUIREMENTS NOT MET**

The undersigned hereby certifies as follows with respect to the sale of the \$3,370,000 Unlimited Tax Road Bonds, Series 2021 (the "Bonds") by Sedona Lakes Municipal Utility District No. 1 (the "District").

1. The undersigned is the underwriter or the manager of the syndicate of underwriters ("Initial Purchaser") which has purchased the Bonds from the District at competitive sale.
2. As of the date of this certificate, for each of the following maturities (the "Sold Maturities"), the first price at which a substantial amount (at least ten percent) of such maturity was sold to the public (expressed as a percentage of principal amount and exclusive of accrued interest) is set forth below:

| <u>Maturity</u><br><u>(September 1)</u> | <u>Principal</u><br><u>Amount at</u><br><u>Maturity</u> | <u>Price/Yield</u> | <u>Maturity</u><br><u>(September 1)</u> | <u>Principal</u><br><u>Amount at</u><br><u>Maturity</u> | <u>Price/Yield</u> |
|---|---|--------------------|---|---|--------------------|
| 2021                                    | \$ 45,000   | _____%             | 2034                                    | \$ 140,000  | _____%             |
| 2022                                    | 105,000   | _____%             | 2035                                    | 140,000   | _____%             |
| 2023                                    | 105,000   | _____%             | 2036                                    | 145,000   | _____%             |
| 2024                                    | 110,000   | _____%             | 2037                                    | 150,000   | _____%             |
| 2025                                    | 110,000   | _____%             | 2038                                    | 150,000   | _____%             |
| 2026                                    | 115,000   | _____%             | 2039                                    | 155,000   | _____%             |
| 2027                                    | 115,000   | _____%             | 2040                                    | 160,000   | _____%             |
| 2028                                    | 120,000   | _____%             | 2041                                    | 165,000   | _____%             |
| 2029                                    | 120,000   | _____%             | 2042                                    | 170,000   | _____%             |
| 2030                                    | 125,000   | _____%             | 2043                                    | 175,000   | _____%             |
| 2031                                    | 130,000   | _____%             | 2044                                    | 175,000   | _____%             |
| 2032                                    | 130,000   | _____%             | 2045                                    | 180,000   | _____%             |
| 2033                                    | 135,000   | _____%             |   |   |                    |

3. As of the Sale Date (defined below), each of the following maturities (the "Unsold Maturities") was offered to the public for purchase at the price (expressed as a percentage of principal amount and exclusive of accrued interest) set forth below:

| <u>Maturity</u><br><u>(September 1)</u> | <u>Principal</u><br><u>Amount at</u><br><u>Maturity</u> | <u>Price/Yield</u> | <u>Maturity</u><br><u>(September 1)</u> | <u>Principal</u><br><u>Amount at</u><br><u>Maturity</u> | <u>Price/Yield</u> |
|---|---|--------------------|---|---|--------------------|
| 2021                                    | \$ 45,000   | _____%             | 2034                                    | \$ 140,000  | _____%             |
| 2022                                    | 105,000   | _____%             | 2035                                    | 140,000   | _____%             |
| 2023                                    | 105,000   | _____%             | 2036                                    | 145,000   | _____%             |
| 2024                                    | 110,000   | _____%             | 2037                                    | 150,000   | _____%             |
| 2025                                    | 110,000   | _____%             | 2038                                    | 150,000   | _____%             |
| 2026                                    | 115,000   | _____%             | 2039                                    | 155,000   | _____%             |
| 2027                                    | 115,000   | _____%             | 2040                                    | 160,000   | _____%             |
| 2028                                    | 120,000   | _____%             | 2041                                    | 165,000   | _____%             |
| 2029                                    | 120,000   | _____%             | 2042                                    | 170,000   | _____%             |
| 2030                                    | 125,000   | _____%             | 2043                                    | 175,000   | _____%             |
| 2031                                    | 130,000   | _____%             | 2044                                    | 175,000   | _____%             |
| 2032                                    | 130,000   | _____%             | 2045                                    | 180,000   | _____%             |
| 2033                                    | 135,000   | _____%             |   |   |                    |

4. The Initial Purchaser has purchased bond insurance for the Bonds. The bond insurance, has been purchased from \_\_\_\_\_ (the "Insurer") for a fee of \$ \_\_\_\_\_ (net of any non-guarantee cost, e.g., rating agency fees). The amount of such fee is set forth in the Insurer's commitment and does not include any payment for any direct or indirect services other than the transfer of credit risk, unless the compensation for those other services is separately stated, reasonable, and excluded from such fee. Such fee does not exceed a reasonable, arm's length charge for the transfer of credit risk. The present value of the debt service savings

expected to be realized as a result of such insurance exceeds the amount of the fee set forth above. For this purpose, present value is computed using the yield on the Bonds, determined by taking into account the amount of the fee set forth above, as the discount rate. No portion of the fee payable to the Insurer is refundable upon redemption of any of the Bonds in an amount which would exceed the portion of such fee that had not been earned.

5. As set forth in the Official Notice of Sale, the Initial Purchaser has agreed in writing that, for each of the Unsold Maturities, the Initial Purchaser would neither offer nor sell any of the Bonds of such maturity to any person at a price that is higher than the initial offering price for each maturity, as set forth in the pricing wire or equivalent communication for the Bonds attached to this certificate, during the Offering Period (defined below) for such maturity, nor would the Initial Purchaser permit a related party to do so. Pursuant to such agreement, the Initial Purchaser has neither offered nor sold any of the Unsold Maturities at a price higher than the respective initial offering price for that maturity of the Bonds during the Offering Period.

6. The term "public" means any person (including an individual, trust, estate, partnership, association, company or corporation) other than an underwriter or a related party to an underwriter. A "related party" generally means two or more persons with greater than 50 percent common ownership, directly or indirectly.

7. The term "Sale Date" means the first date on which there is a binding contract in writing for the sale of the Bonds. The Sale Date of the Bonds is February 25, 2021.

8. The term "Offering Period" means, with respect to an Unsold Maturity, the period beginning on the Sale Date and ending on the earlier of (a) the close of the fifth business day after the Sale Date or (b) the date on which the Initial Purchaser has sold at least 10 percent of such Unsold Maturity to the public at a price that is no higher than the initial offering price for such Unsold Maturity.

9. The undersigned understands that the statements made herein will be relied upon by the District and Sanford Kuhl Hagan Kugle Parker Kahn LLP in complying with the conditions imposed by the Internal Revenue Code of 1986, as amended, on the exclusion of interest on the Bonds from the gross income of their owners for federal income tax purposes.

EXECUTED AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
(Name of Initial Purchaser or Manager)

By: \_\_\_\_\_

Title: \_\_\_\_\_



As part of our bid, we agree to pay the premium in the amount of \$ \_\_\_\_\_ for the municipal bond guaranty insurance issued by \_\_\_\_\_ and the rating agency fee(s) of \_\_\_\_\_ in the amount of \$ \_\_\_\_\_ for the insured rating(s) associated with such insurance.

Our calculation (which is not a part of this bid) of the interest cost from the above is:

|   |          |
|---|----------|
| Total Interest Cost from March 1, 2021 .....                                  | \$ _____ |
| Plus: Dollar Amount of Discount <u>OR</u> Less: Dollar Amount of Premium..... | \$ _____ |
| NET INTEREST COST .....   | \$ _____ |
| NET EFFECTIVE INTEREST RATE .....   | _____ %  |

We will require \_\_\_ copies of the final Official Statement for dissemination to bidders of the Bonds (not to exceed 250 copies). By our submission of this bid, we agree to provide such copies of the final Official Statement and of any amendments or supplements thereto in accordance with the Official Notice of Sale, and to undertake the obligations of the Initial Purchaser described therein, as contemplated by United States Securities and Exchange Commission Rule 15c2-12 of the Securities Exchange Act (the "Rule").

If the bidder is not a publicly traded business entity, or a wholly owned subsidiary of a publicly traded business entity, the District may not accept this bid until it has received from the bidder a completed and signed Texas Ethics Commission Form 1295 and Certification of Filing pursuant to Texas Government Code Section 2252.908 and the rules promulgated thereunder by the Texas Ethics Commission. The undersigned understands that failure to provide said form and Certification of Filing will result in a non-confirming bid and will prohibit the District from considering this bid for acceptance. See "CONDITIONS OF SALE – REQUIRED DISCLOSURE OF INTERESTED PARTIES" in the accompanying Official Notice of Sale.

By executing this Official Bid Form, the bidder represents and verifies that, to the extent this bid for the Bonds represents a contract for goods or services within the meaning of and solely for purposes of Chapter 2271 of the Texas Government Code, as amended, and except to the extent otherwise required by applicable federal law, at the time of execution and delivery of this bid and through the end of the underwriting period as defined by the Rule, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority owned subsidiary, parent company or affiliate of the bidder and any syndicate member that exist to make a profit, boycotts or will boycott Israel. The terms "boycotts Israel" and "boycott Israel" as used in this paragraph have the meanings assigned to the term "boycott Israel" in Section 808.001 of the Texas Government Code, as amended. The term "bidder" as used in this paragraph has the same meaning as the term "company" as set forth in Section 808.001(2) of the Texas Government Code, as such section is modified by Section 2271.001(2) of the Texas Government Code, as amended.

Additionally, by executing this Official Bid Form, the bidder also represents and certifies that, to the extent this bid for the Bonds represents a governmental contract within the meaning of and solely for purposes of Chapter 2252 of the Texas Government Code, as amended, and except to the extent otherwise required by applicable federal law, at the time of execution and delivery of this bid, neither the bidder nor a syndicate member listed on the Official Bid Form, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the bidder and any syndicate member that exist to make a profit (i) engages in business with Iran, Sudan, or any foreign terrorist organization, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code, as amended. The term "bidder" as used in this paragraph has the same meaning as the term "company" as set forth in Section 2270.0001 of the Texas Government Code, as amended.

The initial Bonds shall be registered in the name of Cede & Co. We will advise DTC of registration instructions at least five business days prior to the date for initial delivery.

Cashier's Check No. \_\_\_\_\_, issued by \_\_\_\_\_, and payable to your order in the amount of \$67,400 (is attached hereto) (has been made available to you prior to the opening of this bid) as a Good Faith Deposit for disposition in accordance with the terms and conditions set forth in the Official Notice of Sale. Should we fail or refuse to make payment for the Bonds in accordance with the terms and conditions stated in the Official Notice of Sale, this check shall be cashed and the proceeds retained by the District as complete liquidated damages against the Initial Purchaser. The Good Faith Deposit will be returned to the Initial Purchaser uncashed on the date of delivery of the Bonds.

We agree to accept delivery of and make payment for the initial Bonds in immediately available funds at the corporate trust office of Zions Bancorporation, National Association dba Amegy Bank, Houston, Texas, not later than 12:00 P.M., Central Time, on March 25, 2021, or thereafter on the date the Bonds are tendered for delivery pursuant to the terms set forth in the Official Notice of Sale.

The undersigned agrees to complete, execute and deliver to the District, by the date of delivery of the Bonds, a certificate relating to the "issue price" of the Bonds in the applicable form accompanying the Official Notice of Sale, with such changes thereto as may be acceptable to the District.

We hereby represent that sale of the Bonds in jurisdictions other than Texas will be made only pursuant to exemptions from registration or qualification and that, where necessary, we will register or qualify the Bonds in accordance with the securities laws and regulations of the jurisdictions in which the Bonds are offered or sold.

Respectfully submitted,

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Firm: \_\_\_\_\_

**ACCEPTANCE CLAUSE**

The above and foregoing bid is hereby in all things accepted by Sedona Lakes Municipal Utility District No. 1 on this 25<sup>th</sup> day of February 2021.

ATTEST:

\_\_\_\_\_  
Secretary, Board of Directors

\_\_\_\_\_  
President, Board of Directors

Return of \$67,400 Good Faith Deposit is hereby acknowledged:

Firm: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

(For your information you will find attached a list of the group of Initial Purchasers associated with us in this proposal.)

**\$3,370,000**

**SEDONA LAKES MUNICIPAL UTILITY DISTRICT NO. 1**

**UNLIMITED TAX ROAD BONDS**

**SERIES 2021**

**BOND YEARS**

Interest accrues from: March 1, 2021

Due: September 1 as shown below

| <u>Year</u> | <u>Amount</u> | <u>Bond Years</u> | <u>Accumulated<br/>Bond Years</u> |
|-------------|---------------|-------------------|-----------------------------------|
| 2021        | \$ 45,000     | 22.5000           | 22.5000                           |
| 2022        | 105,000       | 157.5000          | 180.0000                          |
| 2023        | 105,000       | 262.5000          | 442.5000                          |
| 2024        | 110,000       | 385.0000          | 827.5000                          |
| 2025        | 110,000       | 495.0000          | 1,322.5000                        |
| 2026        | 115,000       | 632.5000          | 1,955.0000                        |
| 2027        | 115,000       | 747.5000          | 2,702.5000                        |
| 2028        | 120,000       | 900.0000          | 3,602.5000                        |
| 2029        | 120,000       | 1,020.0000        | 4,622.5000                        |
| 2030        | 125,000       | 1,187.5000        | 5,810.0000                        |
| 2031        | 130,000       | 1,365.0000        | 7,175.0000                        |
| 2032        | 130,000       | 1,495.0000        | 8,670.0000                        |
| 2033        | 135,000       | 1,687.5000        | 10,357.5000                       |
| 2034        | 140,000       | 1,890.0000        | 12,247.5000                       |
| 2035        | 140,000       | 2,030.0000        | 14,277.5000                       |
| 2036        | 145,000       | 2,247.5000        | 16,525.0000                       |
| 2037        | 150,000       | 2,475.0000        | 19,000.0000                       |
| 2038        | 150,000       | 2,625.0000        | 21,625.0000                       |
| 2039        | 155,000       | 2,867.5000        | 24,492.5000                       |
| 2040        | 160,000       | 3,120.0000        | 27,612.5000                       |
| 2041        | 165,000       | 3,382.5000        | 30,995.0000                       |
| 2042        | 170,000       | 3,655.0000        | 34,650.0000                       |
| 2043        | 175,000       | 3,937.5000        | 38,587.5000                       |
| 2044        | 175,000       | 4,112.5000        | 42,700.0000                       |
| 2045        | 180,000       | 4,410.0000        | 47,110.0000                       |

Total Bond Years: 47,110.0000

Average Maturity: 13.9792 years

**ORDINANCE NO. 2021-O-04**

**AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, AMENDING CHAPTER 8. ANIMALS, BY ADOPTING NEW PROVISIONS GOVERNING CHAINING AND TETHERING OF DOGS, ANIMALS RUNNING AT LARGE, AND ANIMAL WASTE REMOVAL; PROVIDING A PENALTY FOR ANY VIOLATION OF ANY PROVISION OF THIS ORDINANCE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

---

**WHEREAS**, the Manvel Police Department oversees animal control and enforces violations of the City Code concerning animals; and

**WHEREAS**, the City of Manvel presently has a need to address chaining and tethering of dogs, animals running at large, and removal of animal waste; and

**WHEREAS**, the City Council deems it in the best interest of the City of Manvel to adopt new provisions governing chaining and tethering of dogs, animals running at large, and removal of animal waste; **now, therefore**,

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

**Section 1.** Chapter 8. *Animals* of **The Code of Ordinances of the City of Manvel** is hereby amended to read and provide as follows:

**“CHAPTER 8. ANIMALS**

Sec. 8-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Adequate Shelter* means a clean and sturdy structure:

- (1) That allows the dog protection from rain, hail, sleet, snow, and subfreezing temperatures; and

(2) With dimensions that allow the dog while in the shelter to stand erect, sit, turn around, and lie down in a normal position.

*Animal* means any living creature, including but not limited to, mammals, reptiles, fish, fowl, and birds, but excluding human beings.

*Animal holding facility* means any facility used by the city to house or keep animals. This facility may be either a public or private facility.

Collar means a band of constructed nylon, leather, or similar material, specifically designed to be placed around the neck of a dog.

*Dangerous animal* means any nonhuman primate, skunk, raccoon, jaguar, leopard, lynx, tiger, lion, ocelot, bobcat, cheetah, mountain lion, wildcat, panther, bear, wolf, coyote, fox, poisonous reptile, or any wild animal capable of or inclined to do serious bodily harm to humans or other animals, or any hybrid of a dangerous animal.

Electronic Training Collars means a collar used chiefly on a dog that typically delivers a mild shock or sometimes a vibration or sound upon receiving a signal from a remote transmitter and is used specifically to train a dog to respond to commands, stop unwanted behaviors.

*Fence* means to enclose with a fence.

*Fighting animal* means any dog, rooster, or other animal that has been trained, used, exhibited, purchased, sold, or kept for the purpose of fighting with another animal.

Harness means a set of straps constructed of nylon, leather, or similar material, specifically designed to restrain or control a dog.

~~[Leash means a tether, length of rope, lead or other material used control an animal so that the animal may not roam at will, or run at large.]~~

*Livestock* means cattle, horses, mules, donkeys, goats, sheep, and swine.

*Menacing conduct* means growling, snarling, snapping, charging, or any other threat display employed by the species of animal, or any other conduct that would lead a reasonable person to be apprehensive that an attack by the animal is imminent.

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

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

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

Properly Fitted means, with respect to al collar or harness. A collar or harness that;

- (1) Is appropriately sized for the dog based on the dog's measurements and weight;
- (2) Does not choke the dog or impede the dog's normal breathing or swallowing; and
- (3) Is attached around the dog in a manner that does not allow for escape and does not cause pain or injury to the dog.

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

*Running at large* means the going upon public or private property, other than the property of the owner of the animal, by an animal without the owner or person in charge thereof having direct, clearly effective, physical control over the animal.

(a) Not completely confined by a building, wall, fence or other enclosure of sufficient strength, or construction to restrain the animal confined thereby, to the premises of the owner. An electronic or invisible fence shall not be considered a fence or other enclosure of sufficient strength or construction to restrain the animal confined thereby in compliance with this section.

(b) Not completely restrained by a leash or tether sufficiently strong to prevent the animal from escaping and which restricts the animal to the owner's premises in such a manner that it shall not have access to within ten feet of any sidewalk or entry to the home or any mail box at the home.

*Spay* means surgery performed on female animals in which the ovaries and uterus are removed, preventing an animal from having estrus (heat) cycles and eliminating the ability to become pregnant.

*Stray animal* means an animal running at large, not on a leash, the owner of which is unknown to the person enforcing this chapter concerning said animal.

*Unaltered dog or cat* means a dog or cat that has not been spayed or neutered.

*Unreasonable noise* means and shall include continued barking for long periods of time, or repeated barking, but the term "unreasonable noise" is not restricted to barking.

*Veterinarian* means any person who is duly licensed to practice as a doctor of veterinary medicine by the licensing authority of any one or more of the 50 United States or the District of Columbia, provided that such person is acting within the course and scope of his license and practicing in a state or district in which such license is recognized for the practice of veterinary medicine.

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

## Sec. 8-2. - Findings of fact.

The city council finds that the keeping, harboring, or possession of any animal in violation of this chapter constitutes a nuisance that endangers the people of the city and their property, disturbs the peace, impairs the use and enjoyment of public and private property, and impairs the value and marketability of public and private property.

Sec. 8-3. - Nuisance animals.

The keeping, harboring, or possession of any of the following animals is hereby found and declared to be a nuisance:

- (1) Any animal that molests, threatens, attacks, or bites any person, vehicle, or other animal, without deliberate provocation;
- (2) Any animal that damages private or public property that does not belong to the owner of the animal;
- (3) Any animal that makes unreasonable noise or noise that would be offensive to a reasonable person, that can be heard in a public place or on private property not owned, possessed, or controlled by the owner of the animal;
- (4) Any vicious animal;
- (5) Any dangerous animal;
- (6) Any livestock running at large;
- (7) Any dog or cat over six months old running at large that is not wearing a current, valid rabies vaccination tag;
- (8) Any abandoned animal;
- (9) Any stray animal;
- (10) Any fighting animal;
- (11) Any animal that is kept in such a way as to produce a foul odor that would be offensive to a reasonable person and that can be smelled on public property or on private property not owned, possessed, or controlled by the owner of the animal;
- (12) Any neglected animal;
- (13) Any animal treated by its owner in a manner that includes the elements of the offense of cruelty to animals;
- (14) Any animal that is in violation of this chapter or that is kept, harbored, or possessed in violation of this chapter;
- [ (15) ~~Any animal running at large; and~~
- (16) ~~Any animal roaming free and not enclosed by a fence or on a leash, tether, lead, or rope to control the animal's ability to roam.]~~

Sec. 8-4. - Additional animal nuisances.

The following are also found and declared to be nuisances:

- (1) The neglect of an animal by its owner;
- (2) Cruelty to an animal;
- (3) The abandonment of an animal by its owner;
- (4) The release of any confined animal without the consent of its owner; and
- (5) Any violation of this chapter.

Sec. 8-5. - Prohibition of nuisances.

- (a) No person shall commit a nuisance as declared in this chapter.
- (b) No person shall permit any animal owned by that person to be a nuisance as declared in this chapter.
- (c) No person shall own any animal that is a nuisance as declared in this chapter.

....

Sec. 8-11. - Penalty.

Any person who violates this chapter shall be punished by a fine of not more than [~~\$200.00~~] \$500.00 plus any cost; provided however that for any violation governing public health and sanitation, the fine may not exceed \$2,000.00. [~~as provided by law for each violation of this chapter.~~] Each day or any part thereof that said violation occurs or continues shall constitute a separate offense.

....

Sec. 8-13. – Chaining and Tethering Prohibitions.

Staking, Tying or Tethering

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

1. adequate shelter;
2. an area that allows the dog to avoid standing water;
3. shade from direct sunlight; and
4. potable water.

(b) An owner may not restrain a dog outside and unattended by use of a restraint that:

1. is a chain;

2. has weights attached;
3. is shorter in length than the greater of:
  - a. five times the length of the dog, as measured from the tip of the dog's nose to the base of the dog's tail, or;
  - b. 10 feet;
4. is not attached to a properly fitted collar or harness; or
5. causes pain or injury to the dog.

(c) A person commits an offense if the person knowingly violates this section. The restraint of each dog that is in violation is a separate offense.

#### Sec 8-14 – Exceptions

(a) It is an exception to the application to this section that:

1. The owner uses a restraint on the dog in a public camping or recreational area in compliance with the requirements of the public camping or recreational area as defined by a federal, state, or local authority or jurisdiction;
2. The owner uses a restraint on the dog while the owner and dog engage in, or actively train for an activity conducted under a valid license issued by the state provided the activity is associated with the use or presence of a dog;
3. The owner uses a restraint on the dog while the owner and dog engage in conduct directly related to the business of shepherding or herding cattle or livestock;
4. The owner uses a restraint on the dog while the owner and dog engage in conduct directly related to the business of cultivating agricultural products;
5. The owner leaves the dog unattended in an open-air truck bed only for the time necessary for the owner to complete a temporary task that requires the dog to be left unattended in the truck bed.
6. The owner uses a restraint on the dog while the owner and dog are engaged in, or actively training for, hunting or field trialing.

(b) Section 8-13 does not apply to a restraint attached to a trolley system that allows a dog to move along a running line for a distance equal to or greater than the lengths specified under that subdivision.

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

#### Sec. 8-15.-- Running at Large Prohibited

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

(b) It shall be unlawful for any person owning, keeping or having any animal in their possession or control to allow it to run at large.

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

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

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

(3) The animal has an electronic training collar affixed to the body. Electronic training collars are an acceptable means of meeting the aforementioned Code requirement in city parks and designated dog parks, if the animal is at all times responsive to the owner's command; however, such training collars are unacceptable in city parks when organized activities or sporting events are underway.

(d) Each time an animal runs at large in violation of this section shall be a violation. Each violation shall be considered a separate punishable offense

#### Sec. 8-16. - Animal waste removal.

(a) It shall be unlawful for any person to fail to immediately remove and dispose of, in a sanitary manner, feces left by a dog being handled by that person on property, public or private, other than the premises of the owner or handler of such dog.

(b) It shall be unlawful for any person to walk a dog on public property or the private property of someone other than the owner or handler of such dog without having in their possession a container or other instrument suitable for the removal and disposal of the dog's feces in a sanitary manner.

(c) This section shall not, however apply to handicapped persons using guide dogs or to peace officers while using animals in the discharge of emergency law enforcement activities.”

**Section 2. Repealer.** All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

**Section 3. Severability.** In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other

than the part declared to be invalid or unconstitutional; and the City Council of the City of Manvel, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 4.** Any person who shall intentionally, knowingly, recklessly, or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$500.00; provided however that for any violation governing public health and sanitation, the fine may not exceed \$2,000.00. Each day of violation shall constitute a separate offense.

PASSED AND APPROVED on first reading this \_\_\_\_\_ day of \_\_\_\_\_,  
2021.

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

\_\_\_\_\_  
Debra Davison, Mayor

Attest:

\_\_\_\_\_  
Tammy Bell, City Secretary

APPROVED AS TO FORM:

---

Robert Gervais, City Attorney

# Board & Commission Application

**INSTRUCTIONS:** Please complete the entire form and sign at the bottom of the second page. A copy of your Driver's License or other state issued ID will need to be attached to the application in order for it to be processed. Please return your completed application to the City Secretary's Office at 20025 HWY 6, Manvel Tx 77578. Please note, knowingly making a false entry in, or false alteration of, a governmental record is an offense under section 37.10 of the Texas Penal Code and, upon conviction, may subject a violator to criminal penalties.

**QUALIFICATIONS:** In addition to the qualifications for service on a board required by city ordinances or state law, a person appointed to a board must not be delinquent in the payment of taxes, water service charge or other obligation to the city.

Name: PAUL D. SOFKA

**Please indicate your preference below.**

- Events Task Force (Meeting Dates TBA)  Croix Park Task Force (Meeting Dates TBA)
- Planning & Zoning Board (meets 2nd, and 4th, Monday @ 7:00 p.m. monthly)
- Manvel Economic Development Corporation Board (meets 2<sup>nd</sup> Wednesday of the month @ 7:00 p.m.)
- Zoning Board of Adjustments (meets as needed)
- TIRZ 3 Board  SMDA Board (meets as needed)  Building & Standards Commission (meets as needed)
- Parks and Recreation Board (meets 1<sup>st</sup> Wednesday of the month @ 6:30 p.m.)  Rental Appeal Board (meets as needed)

**Yes, I would be interested in serving on subcommittees that may be formed.**

**Personal Information**

Home Address: MANVEL, TX  
5510 MASTERS RD.  
Telephone:  
E-mail:  
I have been a Manvel Resident for 41 years  
Registered voter?  Yes  No

**Occupational Information**

Business Owner?  Yes  No  
Business Name: \_\_\_\_\_  
Occupation: FINANCIAL CONSULTANT  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

Are you a Citizen of the United States?  No  Yes

Do you have a current Driver's License?  Yes  No  
List Driver's License Number \_\_\_\_\_ Exp Date) \_\_\_\_\_ DOB \_\_\_\_\_

Have you ever been convicted of a felony?  Yes  No  
If yes, explain \_\_\_\_\_

Have you been convicted of, received probation or deferred adjudication for any offense that was not a felony with in the last 10 years?  Yes  No  
If yes, explain \_\_\_\_\_

Are you, or have you ever been an adversary party to pending litigation against the City of Manvel?  Yes  No  
If yes, explain \_\_\_\_\_

Have you ever or do you currently serve on any city boards?  Yes  No  
If so, what board/city and dates? \_\_\_\_\_

How many city board meetings have you attended in the last 3 months? 1  
What board meetings did you attend? LAST BOARD MEETING ON JAN. 4TH

Are you involved in any community activities? (Civic or Hobbies)  Yes  No  
SACRED HEART CHURCH SOCIAL MINISTRY

Are you related to any City Employee or Council Member?  Yes  No  
If so, please state who: \_\_\_\_\_

Do you have any outstanding taxes or other debt owed to the city?  Yes  No

Have you been cited in the past year for non-compliance of any City Codes/Ordinances?  Yes  No  
If yes, explain \_\_\_\_\_

Please indicate briefly why you would like to be appointed to a Board or Commission:  
FOR THE PAST 8 YEARS I HAVE DEVELOPED AN ONGOING NATURE PRESERVE FOR MIGRATORY AND LOCAL BIRDS, BUTTERFLIES, POLLINATORS, AND OTHER SMALL ANIMALS ON MY 6 AC HOMESTEAD.

**PROVIDE ALL INFORMATION REQUESTED: INCOMPLETE APPLICATIONS WILL NOT BE CONSIDERED FOR BOARD/COMMISSION OPPORTUNITIES.** Your complete application form will be maintained in our active files for one year from the date of the application. I understand that should I not be appointed to a City of Manvel board or commission, this application and any other records obtained, collected or otherwise prepared regarding this application shall be maintained in accordance with the Texas Public Information Act and the City of Manvel's document retention schedule.

**DISCLAIMER AND SIGNATURE**

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I authorize the City of Manvel to conduct a background check to verify all data given in this application.

I have carefully read and understand the above statement.

Paul D. Soffa JAN 11, 2021  
Signature Date

**FOR OFFICE USE ONLY**

Date Application Received \_\_\_\_\_ New Applicant?  Yes  No  
If no, applicant previously served on \_\_\_\_\_ Board \_\_\_\_\_  
Via:  website  mail  in person  referral  newspaper Appointment made to \_\_\_\_\_ Term \_\_\_\_\_  
Expires \_\_\_\_\_  
 Statement & Oath Completed  No appointment made at this time, retain application for one year.

# Board & Commission Application

**INSTRUCTIONS:** Please complete the entire form and sign at the bottom of the second page. A copy of your Driver's License or other state issued ID will need to be attached to the application in order for it to be processed. Please return your completed application to the City Secretary's Office at 20025 HWY 6, Manvel Tx 77578. Please note, knowingly making a false entry in, or false alteration of, a governmental record is an offense under section 37.10 of the Texas Penal Code and, upon conviction, may subject a violator to criminal penalties.

**QUALIFICATIONS:** In addition to the qualifications for service on a board required by city ordinances or state law, a person appointed to a board must not be delinquent in the payment of taxes, water service charge or other obligation to the city.

Name: Ellen Naegeli

**Please indicate your preference below.**

- Events Task Force (Meeting Dates TBA)  Croix Park Task Force (Meeting Dates TBA)  
 Planning & Zoning Board (meets 2nd, and 4th, Monday @ 7:00 p.m. monthly)  
 Manvel Economic Development Corporation Board (meets 2<sup>nd</sup> Wednesday of the month @ 7:00 p.m.)  
 Zoning Board of Adjustments (meets as needed)  
 TIRZ 3 Board  SMDA Board (meets as needed)  Building & Standards Commission (meets as needed)  
 Parks and Recreation Board (meets 1<sup>st</sup> Wednesday of the month @ 6:30 p.m.)  Rental Appeal Board (meets as needed)

Yes, I would be interested in serving on subcommittees that may be formed.

## Personal Information

Home Address: 6603 Del Bello Spur

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

I have been a Manvel Resident for 26 years

Registered voter?  Yes  No

## Occupational Information

Business Owner?  Yes  No

Business Name: Naegeli Transportation, Inc

Occupation: manager

Business Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Are you a Citizen of the United States?

No

Yes

Do you have a current Driver's License?

Yes  No

List Driver's License Number \_\_\_\_\_ Exp Date \_\_\_\_\_ DOB \_\_\_\_\_

Have you ever been convicted of a felony?

Yes  No

If yes, explain \_\_\_\_\_

Have you been convicted of, received probation or deferred adjudication for any offense that was not a felony with in the last 10 years?

Yes  No

If yes, explain \_\_\_\_\_

Are you, or have you ever been an adversary party to pending litigation against the City of Manvel?

Yes  No

If yes, explain \_\_\_\_\_

Have you ever or do you currently serve on any city boards?

Yes  No

If so, what board/city and dates? \_\_\_\_\_

How many city board meetings have you attended in the last 3 months? 0  
What board meetings did you attend? \_\_\_\_\_

Are you involved in any community activities? (Civic or Hobbies)  Yes  No  
recycling

Are you related to any City Employee or Council Member?  
If so, please state who: \_\_\_\_\_  Yes  No

Do you have any outstanding taxes or other debt owed to the city?  Yes  No

Have you been cited in the past year for non-compliance of any City Codes/Ordinances  
If yes, explain \_\_\_\_\_  Yes  No

Please indicate briefly why you would like to be appointed to a Board or Commission:  
I would like to make sure that, as Manvel grows, the city places great value on its greenspaces and develops responsibly.

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I authorize the City of Manvel to conduct a background check to verify all data given in this application.

I have carefully read and understand the above statement.

Elliott Meyer Jan 11, 2021  
Signature Date

**FOR OFFICE USE ONLY**

Date Application Received \_\_\_\_\_ New Applicant?  Yes  No  
If no, applicant previously served on \_\_\_\_\_ Board \_\_\_\_\_  
Via:  website  mail  in person  referral  newspaper Appointment made to \_\_\_\_\_ Term  
Expires \_\_\_\_\_  
 Statement & Oath Completed  No appointment made at this time, retain application for one year.

# Board & Commission Application

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**QUALIFICATIONS:** In addition to the qualifications for service on a board required by city ordinances or state law, a person appointed to a board must not be delinquent in the payment of taxes, water service charge or other obligation to the city.

Name: Leslie R. Calvert

**Please indicate your preference below.**

- Events Task Force (Meeting Dates TBA)     Croix Park Task Force (Meeting Dates TBA)  
 Planning & Zoning Board (meets 2nd, and 4th, Monday @ 7:00 p.m. monthly)  
 Manvel Economic Development Corporation Board (meets 2<sup>nd</sup> Wednesday of the month @ 7:00 p.m.)  
 Zoning Board of Adjustments (meets as needed)  
 TIRZ 3 Board     SMDA Board (meets as needed)     Building & Standards Commission (meets as needed)  
 Parks and Recreation Board (meets 1<sup>st</sup> Wednesday of the month @ 6:30 p.m.)     Rental Appeal Board (meets as needed)

**Yes, I would be interested in serving on subcommittees that may be formed.**

### Personal Information

Home Address: 7202 Oak Hill Rd 77578  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
I have been a Manvel Resident for 29 years  
Registered voter?     Yes     No

### Occupational Information *retired*

Business Owner?     Yes     No  
Business Name: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Are you a Citizen of the United States?  
 No

Yes

Do you have a current Driver's License?

Yes     No

List Driver's License Number \_\_\_\_\_ Exp Date \_\_\_\_\_ DOB \_\_\_\_\_

Have you ever been convicted of a felony?  
If yes, explain \_\_\_\_\_

Yes     No

Have you been convicted of, received probation or deferred adjudication for any offense that was not a felony with in the last 10 years?  
If yes, explain \_\_\_\_\_

Yes     No

Are you, or have you ever been an adversary party to pending litigation against the City of Manvel?  
If yes, explain \_\_\_\_\_

Yes     No

Have you ever or do you currently serve on any city boards?  
If so, what board/city and dates? \_\_\_\_\_

Yes     No

How many city board meetings have you attended in the last 3 months? N/A

What board meetings did you attend? \_\_\_\_\_

Are you involved in any community activities? (Civic or Hobbies)  Yes  No

Are you related to any City Employee or Council Member?  Yes  No

If so, please state who: \_\_\_\_\_

Do you have any outstanding taxes or other debt owed to the city?  Yes  No

Have you been cited in the past year for non-compliance of any City Codes/Ordinances?  Yes  No

If yes, explain \_\_\_\_\_

Please indicate briefly why you would like to be appointed to a Board or Commission:

Paul Sofka and I are very interested in nature and preserving habitat for birds, etc.

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I authorize the City of Manvel to conduct a background check to verify all data given in this application.

I have carefully read and understand the above statement.

Justin Colvert  
Signature

11/9/21  
Date

**FOR OFFICE USE ONLY**

Date Application Received \_\_\_\_\_ New Applicant?  Yes  No

If no, applicant previously served on \_\_\_\_\_ Board \_\_\_\_\_

Via:  website  mail  in person  referral  newspaper Appointment made to \_\_\_\_\_ Term \_\_\_\_\_

Expires \_\_\_\_\_

Statement & Oath Completed

No appointment made at this time, retain application for one year.

# Board & Commission Application

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**QUALIFICATIONS:** In addition to the qualifications for service on a board required by city ordinances or state law, a person appointed to a board must not be delinquent in the payment of taxes, water service charge or other obligation to the city.

Name: BRIAN WILMER

**Please indicate your preference below.**

- Croix Park Task Force (Meeting Dates TBA)      \_\_\_ Events Task Force (Meeting Dates TBA)  
\_\_\_ Planning & Zoning Board (meets 1<sup>st</sup>, and 3<sup>rd</sup>, Monday @ 7:00 p.m. monthly)  
\_\_\_ Manvel Economic Development Corporation Board (meets 2<sup>nd</sup> Wednesday of the month @ 7:00 p.m.)  
\_\_\_ Zoning Board of Adjustments (meets as needed)  
\_\_\_ TIRZ 3 Board    \_\_\_ SMDA Board (meets as needed)    \_\_\_ Building & Standards Commission (meets as needed)  
 Parks and Recreation Board (meets 1<sup>st</sup> Wednesday of the month @ 6:30 p.m.)    \_\_\_ Rental Appeal Board (meets as needed)

Yes, I would be interested in serving on subcommittees that may be formed.

### Personal Information

Home Address: 7824 JORDAN RD.

Telephone: \_\_\_\_\_

E-mail: \_\_\_\_\_

I have been a Manvel Resident for 12 years

Registered voter?     Yes     No

Are you a Citizen of the United States? YES

Do you have a current Driver's License?

List Driver's License Number \_\_\_\_\_ xp Date \_\_\_\_\_ DOB \_\_\_\_\_

Have you ever been convicted of a felony? NO  
If yes, explain \_\_\_\_\_

Have you been convicted of, received probation or deferred adjudication for any offense that was not a felony with in the last 10 years?  
If yes, explain \_\_\_\_\_

Are you, or have you ever been an adversary party to pending litigation against the City of Manvel?  
If yes, explain \_\_\_\_\_

Have you ever or do you currently serve on any city boards?  
If so, what board/city and dates? \_\_\_\_\_

How many city board meetings have you attended in the last 3 months? \_\_\_\_\_ NONE IN PERSON.  
What board meetings did you attend? \_\_\_\_\_

### Occupational Information

Business Owner?     Yes     No

Business Name: DISCOVERY GREEN

Occupation: PARK MANAGER

Business Address \_\_\_\_\_

Telephone: \_\_\_\_\_

Yes     No

Yes     No

Yes     No

Yes     No

Yes     No

Yes     No

Are you involved in any community activities? (Civic or Hobbies)

Yes  No

Are you related to any City Employee or Council Member?

Yes  No

If so, please state who:

Do you have any outstanding taxes or other debt owed to the city?

Yes  No

Have you been cited in the past year for non-compliance of any City Codes/Ordinances

Yes  No

If yes, explain

Please indicate briefly why you would like to be appointed to a Board or Commission:

BECAUSE THE MAYOR ASKED ME TO APPLY.

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I authorize the City of Manvel to conduct a background check to verify all data given in this application.

I have carefully read and understand the above statement.

Signature

Date

1/24/21

**FOR OFFICE USE ONLY**

Date Application Received \_\_\_\_\_ New Applicant?  Yes  No  
If no, applicant previously served on \_\_\_\_\_ Board \_\_\_\_\_  
Via:  website  mail  in person  referral  newspaper Appointment made to \_\_\_\_\_ Term Expires \_\_\_\_\_  
 Statement & Oath Completed  No appointment made at this time, retain application for one year.

# Board & Commission Application

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**Name:** Jordan Liston

**Please indicate your preference below.**

Croix Park Task Force (Meeting Dates TBA)       Events Task Force (Meeting Dates TBA)  
 Planning & Zoning Board (meets 1<sup>st</sup>, and 3<sup>rd</sup>, Monday @ 7:00 p.m. monthly)  
 Manvel Economic Development Corporation Board (meets 2<sup>nd</sup> Wednesday of the month @ 7:00 p.m.)  
 Zoning Board of Adjustments (meets as needed)  
 TIRZ 3 Board       SMDA Board (meets as needed)       Building & Standards Commission (meets as needed)  
 Parks and Recreation Board (meets 1<sup>st</sup> Wednesday of the month @ 6:30 p.m.)       Rental Appeal Board (meets as needed)

*Yes, I would be interested in serving on subcommittees that may be formed.*

## Personal Information

Home Address: 10625 Leslie Ln

Telephone      Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

I have been a Manvel Resident for 6 years

Registered voter?       Yes       No

**Are you a Citizen of the United States?**

Yes     No

**Do you have a current Driver's License?**

Yes     No

List Driver's License Number \_\_\_\_\_ Exp Date \_\_\_\_\_ DOB \_\_\_\_\_

**Have you ever been convicted of a felony?**

Yes     No

If yes, explain \_\_\_\_\_

**Have you been convicted of, received probation or deferred adjudication for any offense that was not a felony with in the last 10 years?**

Yes     No

If yes, explain \_\_\_\_\_

**Are you, or have you ever been an adversary party to pending litigation against the City of Manvel?**

Yes     No

If yes, explain \_\_\_\_\_

**Have you ever or do you currently serve on any city boards?**

Yes     No

If so, what board/city and dates? \_\_\_\_\_

**How many city board meetings have you attended in the last 3 months?** 0

What board meetings did you attend? \_\_\_\_\_

Are you involved in any community activities? (Civic or Hobbies)

Yes  No

Church - NHC

Are you related to any City Employee or Council Member?

Yes  No

If so, please state who: Niccole Tyson - Sister

Do you have any outstanding taxes or other debt owed to the city?

Yes  No

Have you been cited in the past year for non-compliance of any City Codes/Ordinances

Yes  No

If yes, explain

Please indicate briefly why you would like to be appointed to a Board or Commission:

I am a proud Manvel resident & an avid birder. I Enjoy photographing birds, visiting our National Wildlife Refuges just south of town to view them in their migration, and building birdhouses specific to our birds needs, & traveling around Texas to see all of the different species that God created for us to enjoy. We here in Manvel reside in an excellent place to enjoy birds as we have more bird species in Texas than any other state & our county lies in the center of the central flyway (a major migration pathway). Did you know over 300 species of birds have been spotted in Brazos Bend State Park? That's nearly the most of any state or national park in the entire nation & it's only 17 miles (as the crow flies) from Croix Rd Park. During my 6 years in Manvel I have been dissatisfied at the lack of attention to any greenspace for our community & our wildlife. Pearland has many parks, ponds/lakes, bird sanctuaries, bike paths & waterparks - While Manvel only has Croix ... I'd love to help change that & make it better

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I authorize the City of Manvel to conduct a background check to verify all data given in this application.

I have carefully read and understand the above statement.

*Jordan Liston*  
Signature

Date

**FOR OFFICE USE ONLY**

Date Application Received

New Applicant?  Yes  No

If no, applicant previously served on

Board

Via:  website  mail  in person  referral  newspaper

Appointment made to

Term

Expires

Statement & Oath Completed

No appointment made at this time, retain application for one year.

# Board & Commission Application

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Name: Phyllis Manson

**Please indicate your preference below.**

- Croix Park Task Force (Meeting Dates TBA)       Events Task Force (Meeting Dates TBA)  
 Planning & Zoning Board (meets 1<sup>st</sup>, and 3<sup>rd</sup>, Monday @ 7:00 p.m. monthly)  
 Manvel Economic Development Corporation Board (meets 2<sup>nd</sup> Wednesday of the month @ 7:00 p.m.)  
 Zoning Board of Adjustments (meets as needed)  
 TIRZ 3 Board       SMDA Board (meets as needed)       Building & Standards Commission (meets as needed)  
 Parks and Recreation Board (meets 1<sup>st</sup> Wednesday of the month @ 6:30 p.m.)       Rental Appeal Board (meets as needed)

**Yes, I would be interested in serving on subcommittees that may be formed.**

## Personal Information

Home Address: 6225 Cemetery Rd  
Telephone: 281-827-5624 Fax: \_\_\_\_\_  
E-mail: pmanson@peoplepc.com  
I have been a Manvel Resident for 50 years  
Registered voter?       Yes       No

## Occupational Information

Business Owner?       Yes       No  
Business Name: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Business Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

**Are you a Citizen of the United States?**

Yes       No

**Do you have a current Driver's License?**

Yes       No

List Driver's License Number 08225120 Exp Date \_\_\_\_\_ DOB \_\_\_\_\_

**Have you ever been convicted of a felony?**

Yes       No

If yes, explain \_\_\_\_\_

**Have you been convicted of, received probation or deferred adjudication for any offense that was not a felony within the last 10 years?**

Yes       No

If yes, explain \_\_\_\_\_

**Are you, or have you ever been an adversary party to pending litigation against the City of Manvel?**

Yes       No

If yes, explain \_\_\_\_\_

**Have you ever or do you currently serve on any city boards?**

Yes       No

If so, what board/city and dates? \_\_\_\_\_

**How many city board meetings have you attended in the last 3 months?** equiv-

What board meetings did you attend? Several online      N/A

Are you involved in any community activities? (Civic or Hobbies)

Yes  No

Are you related to any City Employee or Council Member?  
If so, please state who:

Yes  No

Do you have any outstanding taxes or other debt owed to the city?

Yes  No

Have you been cited in the past year for non-compliance of any City Codes/Ordinances  
If yes, explain

Yes  No

Please indicate briefly why you would like to be appointed to a Board or Commission:

I would love to see Croix Park become active again.  
I am a Croix descendant so of course I have an  
interest. I also enjoy projects and planning from  
start to finish. Thanks for the consideration.

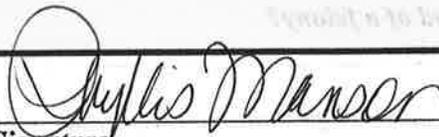
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I authorize the City of Manvel to conduct a background check to verify all data given in this application.

I have carefully read and understand the above statement.

  
Signature

2/8/11  
Date

**FOR OFFICE USE ONLY**

Date Application Received \_\_\_\_\_ New Applicant?  Yes  No

If no, applicant previously served on \_\_\_\_\_ Board \_\_\_\_\_.

Via:  website  mail  in person  referral  newspaper

Appointment made to \_\_\_\_\_ Term \_\_\_\_\_

Expires \_\_\_\_\_

Statement & Oath Completed

No appointment made at this time, retain application for one year.

Hello All!

Here is my bio:

When I was born, my parents owned an apple orchard in Rockford Illinois. I grew up helping my parents care for the apple trees and a one acre vegetable garden behind the house, it was a magical place. My father worked for an airline in the days of deregulation and we moved around a lot. Chicago to Denver to Kansas City to Houston. My 12 years of public schooling were spent in 9 different schools in 4 different states.

Around 1990 I got a job working for Teas Nursery selling plants and quickly moved to their landscaping department. We landscaped some of the most amazing homes in Houston.

I went to work for the Houston Parks Department in 1995. Houston's economy had cratered in the 80's and was now on the rebound. During the recession in Houston, the Parks Department shrunk to almost zero and all public spaces significantly deteriorated. My job was to bring back parks and the greenspace around public buildings. My crew and I relandscaped Sam Houston Park, Houston's City Hall and City Hall Annex, Tranquility Park, Buffalo Bayou, Hermann Park, and an armload of other places. Those were good years.

Around 2006, Mayor Bill White wanted the parks Department to maintain all greenspace for all city departments. I performed a horticultural survey of all Health Department Buildings and all public Library buildings. I created and implemented a plan to restore the landscaping around all of them. I was in the process of landscaping 14 public libraries simultaneously, when I had the opportunity to help build Discovery Green.

I Joined Discovery during construction and worked closely with some truly amazing designers and construction professionals. After the park opened I became both the Park Manager and the Horticulturalist. Discovery Green has been called 'The Best Park in America' by the National Geographic Society and Landscape Architecture magazine, amongst others. It has truly been an amazing place to work. For many years I also worked concurrently as a horticultural consultant to the George R. Brown Convention Center and the Houston First Corporation.

In 2010, due to my experience working on Buffalo Bayou, I played a small roll in designing Buffalo Bayou Park. One contribution that I made is that I gave the name 'Lost Lake' to their nature center.

In addition I am on the Parks Board for the Brazoria County Parks Department and on the Advisory Board for Keep Pearland Beautiful.

I look forward to reading everyone's bios, and think we can do great things in Croix Park!  
Brian.

Greetings,

I was born and raised in South Houston TX and from an early age felt a responsibility to take care of our environment. To that end I earned a degree in Forestry emphasizing Wildlife Management from the School of Forestry at Stephen F. Austin State University. My goals included management of habitats for the provision of its inhabitants and so hired on with the U.S. Forest Service as a Wildlife Biologist. My assignments included the mountains of northern California on the Shasta Trinity NF focusing on Northern Spotted Owl protection and recovery while maintaining timber production and grazing allotments and east Texas on the Sabine NF where the focus was on red-cockaded woodpecker protection and recovery while maintaining timber production and mineral leasing. I was dedicated to balancing the needs of the rural community with the needs of the wild communities on Federal lands.

My father passed in 1993 and I left the USFS to return to Houston and (temporarily !) help run the family trucking business. I always live in as remote a place as I can and at the time, Manvel, TX was that place. 26 years later I am still here and have watched many changes to that once-remote place. Change is inevitable. It is my belief that embracing change provides an opportunity for determined and committed people to guide it so that our natural places are appropriately valued. The Croix Park Initiative is just such an opportunity. We can showcase the native beauty of our area via the Croix Botanical Garden space, provide recreational space for the growing community with all-access playspaces and soccer fields and of course, the natural ecosystems of the Mustang Bayou bottom lands that we are so lucky to have bordering the park. All this while meeting the Living Legacy wishes of the very generous Croix family.

As a resident of Manvel I hope to see ALL communities thrive and am honored and thankful to be included with the stellar members of this task force.

**Ellen Naegeli**

Hello! My name is Jordan Liston.

I've lived in the area for my entire life & in Manvel specifically since 2015. I am 29 years old, Married to my favorite person on the earth, and we have a 5 month old so. I graduated from Baylor University with a degree in Graphic Design/Marketing. I do freelance work in that field & am also the Creative Communications Director at NHC & the Online Campus Pastor for our Online Services.

I love birds/pants & always have. I believe our area has a unique beauty with it's coastal & inland plants/animals all thriving together. This area is incredibly biodiverse. TX has the highest species count for Birds in our whole country & our city is right in the middle of the central flyway meaning we are an excellent spot for this type of work. I've grown up fishing, kayaking, and birdwatching all through our area and I really do think we have something special. I build birdhouses specifically sized for birds in our area. I built over 75 last year & many of those I placed in the woods near the Church, along chocolate bayou at my in-laws, in the woods on my parents land, & on my land in Leedy Estates. I garden & grow vegetables each year & we have 10+ citrus trees that we maintain. I also photograph birds in our area & have attached some of my photos all taken in Manvel, TX.

I am a believer that the Lord has blessed us with an area rich in plant and animal life. I try my best to take care & encourage plant & animal life on the piece we live on & I would like to share this passion with our city park.

Thank you

-Jordan

I'm always thrown when someone asks me "how long have you been birding", because I really don't have an answer. It just seems like always. I know when I became totally hooked was my first trip to High Island during spring migration. Seeing large numbers of warblers, a species I wasn't even familiar with, well, it just clicked, I was officially a birder. Before that trip though, my husband had a place in Utopia Texas, and I was already noticing new birds for me, Vermillion Flycatchers, Kingbirds, Painted Buntings, Black-Chinned hummingbirds swarming like bees, etc.

Then on a trip to Costa Rica, I also learned how important plants are to everything, from the tiniest insect to mammals.

I was asked to take over the Birdathon at the Houston Audubon Society which I did for 3 or 4 years. I was so excited to support such a wonderful group and had fun doing it. Plus I met so many new people which resulted in a lot of friendships. (i.e. Glen Olson).

I love it that my friends know to leave me alone during spring migration, I am booked!! But the best part is when someone comes up to me now and says "I saw this bird with a little tuft on his head, what is it?" Well of course it is a Tufted Titmouse. And then they ask "How did you know", and I reply "you just described it to me". I used to be that person, so now I can "pay it forward".

It is truly a privilege to be included in this project. I can feel the excitement in everyone in the group. I know this is going to be so rewarding when it is done, and to also use it as a teaching tool for our youth is so important to me. We need to get more people, old and young, involved in preserving our environment, and this is a great starting point for our area.

I've learned all you have to do is raise awareness, and all of a sudden people see things they've never noticed before. And what better place to start than a beautiful park!!

*Leslie Reed Calvert*  
*Tired and Retired*

PAUL D. SOFKA  
PO BOX 736  
MANVEL, TEXAS 77578  
wadefishingpaul@gmail.com

### OCCUPATIONAL HISTORY

May 1974 to Present

Financial Consultant with Lincoln Financial Advisors; Specializing in  
Business, Personal & Estate Planning  
1972 to 1974 - Manager, Otto's Barbecue (Family Restaurant)  
1967 to 1972 - Houston Lighting & Power Co. (Sales)

### EDUCATION

St. Thomas High School, Houston, Texas - 1956

University of St. Thomas, BA Economics - 1960

The American College, Bryn Mawr, PA - Chartered Financial Consultant (ChFC)  
- Chartered Life Underwriter (CLU)

### CHURCH & CHARITABLE EXPERIENCE

2013 to Present - Pure Water for the World, Rutland VT (PUREWATERFOR THE WORLD.ORG)  
Fundraising and Board Member, 7 Trips to Haiti installing Bio-Sand Filters

2011 to Present - Nehemiah Vision Ministries, Kirklint, IN, USA; (NVM.ORG)  
Financial / Community Support for Clinic and School in Haiti

2008 to Present - Sacred Heart Social Ministries, Manvel, TX  
Financial Support & Advisory Role for Operations

2003 to 2010 - World Family Missions, Santiago, Mexico  
Financial Support for Medical Supplies & Food for Indigenous  
Indians in the Sierra Madre Mts.; 3 trips to Mexico as volunteer

1999 to 2009 - American Red Cross, Houston, TX  
Volunteer on Disaster Team; Captain of Disaster Team; EXPANDED NEW SHELTERS  
IN BRAZORIA CO

1988 to 1998 - AIDS FOUNDATION HOUSTON, TX  
Hospital Volunteer; Board Member; Chairman for 2 years

1990 to 1995 - Third Age Learning Center, Houston, TX  
Board Member; Chairman for 2 years

1985 to 2005 - Office of Aging, Diocese of Galveston-Houston  
Board Member; Chairman for 3 years

1963 to 1966 - Diocesan Pastoral Council of Galveston-Houston  
Founding Member; Parish Representative; Chairman for 2 years

1987 to 1989 - Sacred Heart Catholic Church, Manvel, TX  
Council Member

# Investment Report FY 2021 – Q1

As of December 31, 2020

The City of Manvel has funds in four institutions. One bank account (First State Bank) and three investment funds (Logic, TexPool, and TexSTAR). TexSTAR has four separate accounts (Debt, Enterprise, General, and 2019 CO Bond) which are linked to previous bond issues in order to track the amounts spent and remaining. The bank account offers no interest, so the City maintains minimal funds there for daily operations such as vendor payments and payroll disbursements.

The investments reported during this quarter comply with the City's investment policy as well as state codes. The primary goal for any investment officer is to maintain the safety of the principal invested by the entity. The goal of maximum interest yield is secondary. The City uses the average interest rate for a 91-day treasury bill throughout the quarter as a benchmark to measure the return on investments from the pools and financial institutions.

Diversifying funds is another goal for investment officers, but can really be considered an extension of the primary goal to protect the funds invested by the City. The City's funds are currently allocated safely among the options listed. Riskier options that may provide more interest are available, but the City does not have the need to risk principal invested for the chance of returning a larger yield. The majority of the principal invested is located in the Logic account which has maintained the highest interest rate among the funds. Otherwise, the invested capital is spread fairly evenly. Other investment pool options may be explored for further diversity.

In Q1 of 2021, the average interest rate for 91-day treasury bills again declined from 0.1132% to 0.0930%. Not a steep decline, but another quarter passed with interest rates dropping. The interest rates for the City declined as well, but mostly stayed above the benchmark with Logic offering the best return during the quarter.

The overall total for cash investments increased in Q1 of 2021. Property tax payments are usually strong in Q1 and even with spending money for a bridge construction project, the overall total increased.

All investment institutions used by the City are rated AAA by Standard & Poor's. Should those ratings fall, the City may decide to use alternative sources for investment and diversity.

| ACCOUNT NAME          | INSTITUTION      |  | FY 21 - Q1<br>As of 12-31-20 | FY 21 - Q2<br>As of 3-31-21 | FY 21 - Q3<br>As of 6-30-21 | FY 21 - Q4<br>As of 9-30-21 | Prev Qtr<br>Change | Investment<br>Avg Rate |
|-----------------------|------------------|--|------------------------------|-----------------------------|-----------------------------|-----------------------------|--------------------|------------------------|
| Operating Account     | First State Bank |  | \$3,597,826.53               |                             |                             |                             | \$1,861,407.81     | 0.0000%                |
| General Fund          | Logic            |  | \$12,025,690.15              |                             |                             |                             | \$1,214,374.13     | 0.1664%                |
| General               | TexPool          |  | \$440,110.89                 |                             |                             |                             | \$128.39           | 0.1158%                |
| 2019 CO Bond Account  | TexSTAR          |  | \$297,276.44                 |                             |                             |                             | \$69.17            | 0.0923%                |
| Debt Account          | TexSTAR          |  | \$3,669,463.88               |                             |                             |                             | \$853.73           | 0.0923%                |
| Enterprise Account    | TexSTAR          |  | \$3,590,021.00               |                             |                             |                             | \$1,442,382.02     | 0.0936%                |
| General Funds Account | TexSTAR          |  | \$4,156,770.15               |                             |                             |                             | \$967.12           | 0.0923%                |

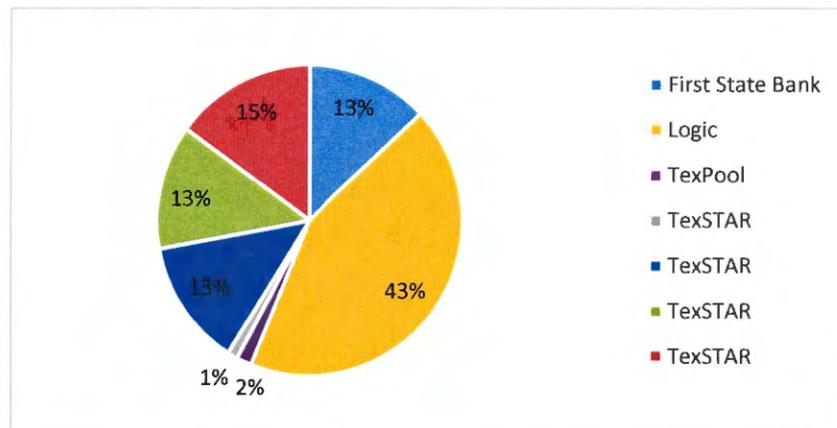
Total Cash Investments

\$27,777,159.04

\$1,635,418.33

91 Day T-Bill Rate

0.0930%

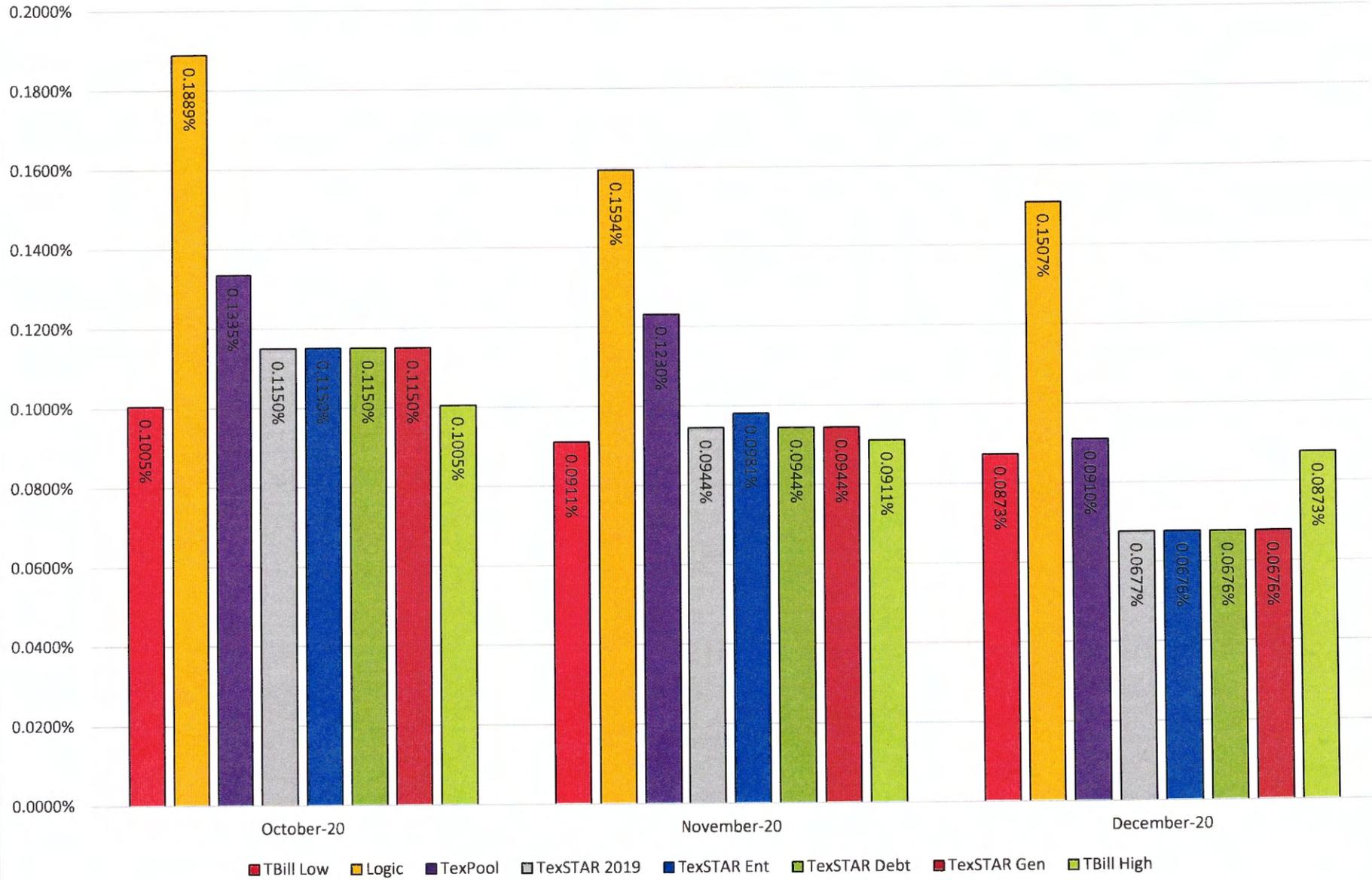


  
Brenda Derouen, Investment Officer

  
Christopher Thomas, Investment Officer

The investment portfolio of the City of Manvel is in compliance with the investment strategies expressed in the City's investment policy and relevant provisions of Chapter 2256 of the Local Government Code.

# Interest Rate Comparison



**ORDINANCE NO. 2021-O-03**

**AN ORDINANCE OF THE CITY OF MANVEL, TEXAS, ORDERING THE HOLDING OF A GENERAL ELECTION ON MAY 1, 2021, FOR THE PURPOSE OF ELECTING TWO COUNCILMEMBERS: ONE EACH FOR, PLACE 1, AND PLACE 2; DESIGNATING THE CITY ELECTION PRECINCTS; DESIGNATING A POLLING PLACE; PROVIDING FOR THE APPOINTMENT OF A PRESIDING ELECTION JUDGE AND ALTERNATE PRESIDING ELECTION JUDGE; APPROVING A JOINT ELECTION CONTRACT AND AUTHORIZING THE MAYOR TO EXECUTE; ESTABLISHING OTHER PROCEDURES FOR CONDUCTING THE ELECTION; PROVIDING FOR THE INCORPORATION OF THE PREAMBLE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the laws of the State of Texas provide that on May 1, 2021, there shall be a general election for municipal officers;

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

**WHEREAS**, the City Council of the City of Manvel, Texas, (hereinafter referred to as the "City") has determined that the City should conduct its general municipal election on Saturday, May 1, 2021, and that the following officials shall be elected for the City:

Councilmember, Place No. 1 (3 year term)

Councilmember, Place No. 2 (3 year term)

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

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

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

**WHEREAS**, the City of Manvel (the "City") lies within the boundaries of Brazoria County; and

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

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

**WHEREAS**, the City Council desires to authorize the Mayor to execute a joint election agreement and contract for election services with Brazoria County for the conduct and supervision of the election to be held on May 1, 2021 "Exhibit A";

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

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

**Section 2. General Election Ordered and Notice of Election.** A general election shall be held on May 1, 2021 to elect the following city officers: City Council Place 1; and City Council Place 2 of the City of Manvel, Texas. The Mayor is hereby authorized to order and give notice of such election in accordance with the Order of City Officers Election and Notice of City Officers Election as attached hereto and made a part hereof by reference "Exhibit B". Said Order and Notice will be printed in English and Spanish when required to comply with bilingual requirements as stipulated in Voting Rights Act of 1985. Said Order and Notice shall be posted in accordance with terms and provisions of Article 6.08 of the Election Code. The Mayor shall issue all necessary orders and writs for such election, and returns of such election shall be made to the City Secretary immediately after the closing of the polls.

**Section 3. Filing Period.** Candidates for the above officers may file their application beginning January 13, 2021, and shall file their applications no later than 5:00 p.m. February 12, 2021. All candidates for the office to be filed in the election to be held on May 1, 2021, shall file their application to become candidates, with the City Secretary of the City at City Hall, 20031 Hwy 6, Manvel Texas, on any weekday that is not a City holiday, between 7:30 a.m. and 5:00 p.m., and all of said applications shall be on a form as prescribed by the Election Code of the State of Texas. The City Secretary shall note on the face of each such application the date and time of its filing. Such application shall include the number of the place the candidate is seeking. A declaration of write-in candidacy must be filed with the City Secretary, as provided by Section 146.054 of the Texas Election Code, not later than 5:00 p.m. on February 12, 2021, except as otherwise provided in the case of a deceased or ineligible candidate.

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

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

**Section 6. Joint Election.** The City agrees to conduct a joint election with the political subdivisions designated by the Elections Officer, provided that such political subdivisions hold an election on May 1, 2021 in all or part of the same territory as the City. The joint election for political subdivisions in Brazoria County will be conducted in accordance with state law, this ordinance, and the Joint Election Agreement and Contract for Election Services with Brazoria County ("Election Services Contract"-See Exhibit A). The Joint Election Agreement and Contract for Election Services with Brazoria County is approved and the Mayor is authorized to execute the agreement. Per instruction from the Brazoria County Elections Director, the County will prepare one Notice of Election that includes all political subdivisions and publish the notice in three newspapers: 1- The Facts 2 - The Alvin Sun 3- One of the Pearland Newspapers. The City will still prepare the City's Notice of Election to post.

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

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

**POLLING PLACES, AND PRECINCTS**

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

2021 Polling Places – Vote Centers, voting shall occur at locations shown in Exhibit B

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

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

Early voting shall occur at

\*\*\*\* See Exhibit B\*\*\*\*

for the period early voting is permitted by law.

The Early Voting Clerk shall keep said office open for early voting by personal appearance from 8:00 a.m. until 5:00 p.m. Monday, April 19, 2021 through Friday, April 23, 2021 and from 7:00 a.m. until 7:00 p.m. on Saturday, April 24, 2021 and Monday April 26, 2021 and Tuesday, April 27, 2021. Early voting shall be conducted in accordance with the requirements of the Code.

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

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

Applications for early voting by mail shall be delivered to the Early Voting Clerk at the same address not later than the close-of-business (5:00 p.m.) on April 16, 2021.

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

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

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

**Section 10. Election Judges and Clerks.** The presiding judges, alternate presiding judges and clerks for the election shall be selected and appointed by Brazoria County and its appointees in compliance with the requirements of state law, and such judges and clerks so selected by Brazoria County and its appointees are hereby designated and appointed by the city council as the election officers, judges and clerks, respectively, for the holding

of said general election. The presiding judges, alternate presiding judges and clerks shall perform the functions and duties of their respective positions that are provided by state law. The city council will further confirm and appoint the election judges and alternate election judges that are appointed by Brazoria County for the election.

The Officer in Charge shall be compensated at a rate of \$14.00/hr. and the election clerks shall be compensated at a rate of \$12.00/hr, in accordance with Section 32.091 of the Texas Election Code. Further compensation shall be paid in accordance with Section 32.092 of the Texas Election Code.

**Section 11. General.** The Election Officer shall hold said election in accordance with the Texas Election Code and the Election Services Contract, and only resident qualified voters of said City, and ETJ where applicable, shall be eligible to vote at said election. Returns of said election shall be made known as soon as possible after the closing of the polls; and the election returns shall be canvassed by the City Council not earlier than May 4, 2021 nor later than May 12, 2021.

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

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

PASSED AND APPROVED on first reading this \_\_\_\_\_ day of February, 2021.

\_\_\_\_\_  
Debra Davison, Mayor

ATTEST:

\_\_\_\_\_  
Tammy Bell, City Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
Robert Gervais, City Attorney

**ATTACHMENT "B"**  
**NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES**

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

Angleton (Main) .....East Annex, 1524 E Mulberry  
Alvin .....Alvin Library, 105 S Gordon  
Brazoria .....Brazoria Library, 620 S Brooks  
Freeport .....Freeport Library, 410 Brazosport Blvd  
Lake Jackson.....Lake Jackson Library, 250 Circle Way  
Manvel .....North Annex, 7313 Corporate Dr  
Pearland East .....Tom Reid Library, 3522 Liberty Dr  
Pearland West.....Westside Event Center, 2150 Countryplace Pkwy  
Shadow Creek .....Pearland Westside Library, 2803 Business Center Dr #101  
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd  
West Columbia.....Precinct 4 Building 2, 121 N 10<sup>th</sup> St

**DATES AND HOURS:**

April 19-23.....8 AM – 5 PM  
April 24 .....7 AM – 7 PM  
April 26-27.....7 AM – 7 PM

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**Early Voting Clerk**

***AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES***

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

*Angleton (Ubicación Principal).....East Annex, 1524 E Mulberry  
Alvin .....Alvin Library, 105 S Gordon  
Brazoria .....Brazoria Library, 620 S Brooks  
Freeport .....Freeport Library, 410 Brazosport Blvd  
Lake Jackson .....Lake Jackson Library, 250 Circle Way  
Manvel .....North Annex, 7313 Corporate Dr  
Pearland Este .....Tom Reid Library, 3522 Liberty Dr  
Pearland Oeste .....Westside Event Center, 2150 Countryplace Pkwy  
Shadow Creek .....Pearland Westside Library, 2803 Business Center Dr #101  
Sweeny .....Sweeny Community Center, 205 W Ashley Wilson Rd  
West Columbia .....Precinct 4 Building 2, 121 N 10<sup>th</sup> St*

**FECHAS Y HORAS**

*19-23 de abril.....8 AM – 5 PM  
24 de abril .....7 AM – 7 PM  
26-27 de abril .....7 AM – 7 PM*

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***Secretaria de la Votación Adelantada***

## JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below), by and between the CITY OF MANVEL, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on MAY 1, 2021. Political Subdivision and County may be referred to individually as a "Party" and collectively as "the Parties."

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

### RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.4), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system and to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

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

### I. ADMINISTRATION

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

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

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

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

## II. LEGAL DOCUMENTS

Political Subdivision shall be responsible for the preparation, adoption, and publication of all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. With reference to publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election." If a Political Subdivision is holding any type of Special Election, the Political Subdivision may have to publish their own "Notice of Election" in order to meet additional requirements. Please advise the County Clerk's Elections Office if the Political Subdivision must publish a separate notice so the Political Subdivision's notice is not included in the Notice published by the County Clerk.

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

## III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement..." **Failure to do so may prohibit the political subdivision's participation in a Joint Election.**

## IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the county. The proposed voting locations are listed in Attachment "A" of this agreement. In the event a voting location is not available, the Elections Department will arrange for use of an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment "A".

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

## V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

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

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

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

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

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

## VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

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

Political Subdivision shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL ALSO PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or propositions.

## VII. EARLY VOTING

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

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

The County Clerk Elections Department shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

## VIII. EARLY VOTING BALLOT BOARD

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

## IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

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

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

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

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

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

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

The County Clerk Elections Department shall post all election night results to County website on election night. <http://www.Brazoriacountyvotes.com>.

## X. ELECTION EXPENSES AND ALLOCATION OF COSTS

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

It is agreed that the normal rental rate charged for the County's voting equipment used on election day shall be calculated per polling locations and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) Total cost will be calculated, and then multiplied by the Political Subdivisions percentage number of registered voters or with the minimum of \$1500.00, for those with lesser amount, additional cost associated will be itemized and billed.

Costs for Early Voting by Personal Appearance will also be charge with the same formula as Election Day. Those political subdivisions with the percentage of registered voters less than amount equal to \$1500.00 charged will be a minimum amount of \$1500.00.

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

#### XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

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

#### XII. RECORDS OF THE ELECTION

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

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

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

#### XIII. RECOUNTS

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

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

#### XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes, and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and/or other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office is acting as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
7. In the event of one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and any other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this agreement shall not operate as or be construed as a waiver of any subsequent breach.

10. Any amendments of this agreement shall be of no effect unless in writing and signed by all parties hereto.
11. **Authorization of Agreement.** This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties.** The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues.** Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation.** The Parties acknowledge and agree that each of the payments contemplated by this Agreement fairly compensate the performing Party.
15. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) days' written notice of termination to the other Party.
16. **Funding.** The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise.** The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information.** This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.
19. **No Third-Party Beneficiaries.** This Agreement is entered solely by and between, and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability.** Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.

21. Nothing in this Agreement requires that either the Political Subdivision or County incur debt, assess or collect funds, or create a sinking fund.

22. **Sovereign Immunity Acknowledged and Retained.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay to County a deposit of \$1,500.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 16, 2021. Therefore, deposit is due by MARCH 3, 2021. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the MAY 1, 2021, election; and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to County the balance **due within thirty (30) days after receipt of the final invoice from the County's Election Department**. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after final costs are calculated.

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

(1) On the \_\_\_\_\_ day of \_\_\_\_\_, 2021 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the \_\_\_\_\_ day of \_\_\_\_\_, 2021 been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

\_\_\_\_\_  
Joyce Hudman, County Clerk

ATTEST:

CITY OF MANVEL, TEXAS

\_\_\_\_\_  
By \_\_\_\_\_  
Presiding Officer or Authorized Representative  
CITY OF MANVEL

## Tammy Bell

---

**From:** Dan Johnson  
**Sent:** Monday, February 1, 2021 6:48 PM  
**To:** Kyle Jung; Tammy Bell  
**Subject:** North Inspiration Way

Kyle,

A final inspection walk-through was conducted for North Inspiration Way in Meridiana to begin the one-year maintenance period. The Maintenance Bond has been submitted to the City Secretary's Office, and the As-Built Construction Plans have been submitted to the City Engineer's Office.

In short, we recommend that City Council accept the infrastructure improvements for this project to begin the One Year Maintenance Period.

Please let me know if you need any further information.

~Dan

**Daniel S. Johnson, P.E., CFM**

Assistant City Manager  
City Engineer  
City of Manvel

**From:** Dane Kendall <dkendall@ehrainc.com>  
**Sent:** Monday, January 25, 2021 3:22 PM  
**To:** Dan Johnson <dan.johnson@cityofmanvel.com>; Elaine Graham <egraham@cityofmanvel.com>  
**Cc:** Thomas Arnold, E.I.T. <tarnold@ehrainc.com>; Brian Aarseth <brian@risecommunities.net>; tom@risecommunities.net  
**Subject:** N. Inspiration Way As-built & Maintenance Bond

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

### Citrix Attachments

Expires July 24, 2021

|   |          |
|---|----------|
| As-Built N. Inspiration Way .pdf                      | 14 MB    |
| Hurtado - Maint Bond & Rider (Original) 12-...-20.pdf | 398.7 KB |

[Download Attachments](#)

Dane Kendall uses Citrix Files to share documents securely.

## Tammy Bell

---

**From:** Dan Johnson  
**Sent:** Monday, February 1, 2021 11:49 AM  
**To:** Kyle Jung; Tammy Bell  
**Subject:** FW: Meridiana Parkway Phase 7

Kyle,

A final inspection walk-through was conducted for Meridiana Parkway Phase 7 to begin the one-year maintenance period. The Maintenance Bond has been submitted to the City Secretary's Office, and the As-Built Construction Plans have been submitted to the City Engineer's Office.

In short, we recommend that City Council accept the infrastructure improvements for this project to begin the One Year Maintenance Period.

Please let me know if you need any further information.

~Dan

**Daniel S. Johnson, P.E., CFM**

Assistant City Manager  
City Engineer  
20025 Highway 6  
Manvel, Texas 77578  
(281) 489-0630

[www.cityofmanvel.com](http://www.cityofmanvel.com)



**From:** Dane Kendall <dkendall@ehrainc.com>  
**Sent:** Tuesday, January 26, 2021 2:08 PM  
**To:** Dan Johnson <dan.johnson@cityofmanvel.com>; Elaine Graham <egraham@cityofmanvel.com>  
**Cc:** Thomas Arnold, E.I.T. <tarnold@ehrainc.com>; Brian Aarseth <brian@risecommunities.net>; tom@risecommunities.net; Jared Bowlin, P.E. <jbowlin@ehrainc.com>  
**Subject:** Meridiana Parkway Phase 7: As-built & Maintenance Bond & CMT reports

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

2/16

**Tammy Bell**

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Agenda

**From:** Dan Johnson  
**Sent:** Friday, February 5, 2021 12:29 PM  
**To:** Kyle Jung; Tammy Bell  
**Cc:** Elaine Graham; Willie Alfaro; Jessica Rodriguez  
**Subject:** Bluewater Lakes Section 6

Kyle,

A final inspection walk-through was conducted for Bluewater Lakes Section 6 to begin the one-year maintenance period. The Maintenance Bond has been submitted to the City Secretary's Office, and the As-Built Construction Plans have been submitted to the City Engineer's Office.

In short, we recommend that City Council accept the infrastructure improvements for this project to begin the One Year Maintenance Period.

Please let me know if you need any further information.  
~Dan

**Daniel S. Johnson, P.E., CFM**  
Assistant City Manager  
City Engineer  
20025 Highway 6  
Manvel, Texas 77578  
(281) 489-0630

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