

City of Alvin, Texas

Paul Horn, Mayor

Joel Castro, Mayor Pro-tem, At Large Pos. 2
Brad Richards, At Large Pos. 1
Martin Vela, District A
Adam Arendell, District B



Keith Thompson, District C
Glenn Starkey, District D
Gabe Adame, District E

ALVIN CITY COUNCIL AGENDA

THURSDAY, JUNE 4, 2020

7:00 P.M.

(Council Chambers)

Alvin City Hall, 216 West Sealy, Alvin, Texas 77511

Persons with disabilities who plan to attend this meeting that will require special services please contact the City Secretary's Office at 281-388-4255 or drobot@cityofalvin.com 48 hours prior to the meeting time. City Hall is wheel chair accessible and a sloped curb entry is available at the front east entrance to City Hall.

NOTICE is hereby given of a Regular Meeting of the City Council of the City of Alvin, Texas, to be held on **THURSDAY, JUNE 4, 2020**, at 7:00 p.m. in the Council Chambers at: City Hall, 216 W. Sealy, Alvin, Texas.

**BECAUSE OF COVID-19, SOCIAL DISTANCING GUIDELINES WILL BE FOLLOWED.
AUDIENCE SEATING CAPACITY IS LIMITED.
THIS MEETING CAN BE VIEWED AT WWW.ALVIN-TX.GOV OR COMCAST CHANNEL 16**

REGULAR MEETING AGENDA

1. CALL TO ORDER

2. INVOCATION AND PLEDGE OF ALLEGIANCE

3. OATH OF OFFICE TO NEWLY ELECTED OFFICIALS

A. Paul A. Horn, Mayor

B. Gabe Adame, City Council District E

4. PRESENTATION

A. Economic Development Certificate of Congressional Recognition from U.S. Representative Pete Olson, 22nd District of Texas.

5. PUBLIC COMMENT

6. CONSENT AGENDA: CONSIDERATION AND POSSIBLE ACTION: An item(s) may be removed from the Consent Agenda for full discussion by the request of a member of Council. Item(s) removed will automatically become the first item up for discussion under Other Business.

A. Consider approval of the May 21, 2020 City Council meeting minutes.

B. Consider a final plat of Caldwell Ranch Boulevard Phase 1 Street Dedication (located along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 8.785 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, also being a partial replat of lots 3, 4, 5, and 6 of the T.W. & J. W. B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records.

- C. Consider a final plat of Fort Bend ISD High School No 12 (located in the City of Alvin's ETJ along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 76.963 acres out of the William Hall Survey, Abstract 31, Fort Bend County, Texas.
- D. Consider a final plat of Southern Colony Expansion Phase 1 Section 3 (located in the City of Alvin's ETJ along the east side of FM 521 and north of Juliff-Manvel Road), being a planned unit development subdivision of 36.030 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas, and Abstract 713 in Brazoria County, Texas, also being a partial replat of lot 11 of the T.W. and J.W.B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County Deed Records.

7. OTHER BUSINESS

- A. Consider Resolution 20-R-17, appointing Greg Hill to serve as an Associate Municipal Judge for the City of Alvin Municipal Court for a two (2) year term; approving the Memorandum of Understanding between the City of Alvin and Greg Hill; and authorize the Mayor to sign.
- B. Consider Resolution 20-R-18, authorizing the publication of a Notice of Intention to issue Certificates of Obligation; approving the preparation of a preliminary official statement and Notice of Sale; and approving other matters incidental thereto.
- C. Consider Ordinance 20-P, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending and altering the prima facie speed limit established for vehicles under the provisions of §545.356, Texas Transportation Code, upon the basis of an engineering and traffic investigation, upon certain streets and highways, or parts thereof, within the corporate city limits of the City of Alvin, as set out in this Ordinance; providing for a penalty; providing for a repealer clause and severability clause; providing for publication, and effective date; and setting forth other provisions related thereto; that along SH 6 from County Road 142 to the south Alvin City Limit, a distance of approximately 0.976 miles, the speed limit shall be 50 mph.
- D. Consider Ordinance 20-Q, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending and altering the prima facie speed limit established for vehicles under the provisions of §545.356, Texas Transportation Code, upon the basis of an engineering and traffic investigation, upon certain streets and highways, or parts thereof, within the corporate city limits of the City of Alvin, as set out in this Ordinance; providing for a penalty; providing for a repealer clause and severability clause; providing for publication, and effective date; and setting forth other provisions related thereto; that along FM 1462 from W. Clearwood to Johnson Street, a distance of approximately 1.501 miles, the speed limit shall be 45 mph, and along FM 1462 from Johnson Street to a point 211 feet east of SH 35, a distance of 0.441 miles, the speed limit shall be 40 mph.
- E. Consider Resolution 20-R-19 of the City Council of the City of Alvin, authorizing and approving the Coronavirus Relief Fund, and the Coronavirus Aid, Relief and Economic Security (CARES) Act Application; providing for open meetings; and providing for other related matters.

8. REPORTS FROM CITY MANAGER

- A. Items of Community Interest and review preliminary list of items for next Council meeting.

9. ITEMS OF COMMUNITY INTEREST

Pursuant to 551.0415 of the Texas Government Code reports or an announcement about items of community interest during a meeting of the governing body. No action will be taken or discussed.

- A. Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

10. EXECUTIVE SESSION

City Council will meet in Executive Session pursuant to:

- A. **Section 551.074** of the Local Government Code: Deliberation on the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee.
1. City Manager Evaluation.

11. RECONVENE TO OPEN SESSION

- A. Take action from Executive Session, if needed.

12. ADJOURNMENT

I hereby certify that a copy of this notice was posted on the City Hall bulletin board, a place convenient and readily accessible to the general public at all times, and to the City's website: www.alvin-tx.gov, in compliance with Chapter 551, Texas Government Code, on MONDAY, JUNE 1, 2020 at 5:15 P.M.



(SEAL)

A handwritten signature in blue ink, appearing to read "Dixie Roberts".

Dixie Roberts, City Secretary

Removal Date: _____

** All meetings of the City Council are open to the public, except when there is a necessity to meet in Executive Session (closed to the public) under the provisions of Chapter 551, Texas Government Code. The Council reserves the right to convene into executive session on any of the above posted agenda items that qualify for an executive session by publicly announcing the applicable section of the Open Meetings Act, including but not limited to sections 551.071 (litigation and certain consultation with the attorney), 551.072 (acquisition of interest in real property), 551.073 (contract for gift to city), 551.074 (certain personnel deliberations), or 551.087 (qualifying economic development negotiations).

**MINUTES
CITY OF ALVIN, TEXAS
CITY PLANNING COMMISSION
April 21, 2020**

BE IT REMEMBERED, that on the above date, the Planning Commission of the City of Alvin conducted a regular meeting on Tuesday, April 21, 2020, at 6:00 P.M. by telephone/video conference with the following members present, Ashley Davis, Chair; Richard Garivey, Vice Chair; Abrin Brooks, Secretary; Jake Starkey; Santos Garza; Chris Hartman; and Carrie Parker. Also present were staff members Michelle Segovia, City Engineer and Shana Church, Executive Secretary. Randall Reed and Keko Moore were absent.

1. Call To Order.

Call to order at 6:02 p.m.

2. Petition and Requests from the Public.

There were no petitions or requests from the public.

3. Approve the Minutes of the Planning Commission meeting of February 18, 2020.

Commission Member Richard Garivey motioned to approve the minutes of the regular Planning Commission meeting of February 18, 2020. Seconded by Chris Hartman, the motion carried on a vote of 6 ayes and 0 nays. Santos Garza joined the meeting at 6:08 p.m., after the minutes were approved.

4. Consider a final plat of Huntington Place Section 4, being a planned unit development subdivision of 15.672 acres of land situated in the William Pettus League, abstract 68, Fort Bend County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Garza motioned to recommend for approval to City Council. Seconded by Member Parker, the motion carried on a vote of 7 ayes, 0 nays.

5. Consider a final plat of Southern Colony Expansion Phase 1 Section 1A, being a planned unit development, subdivision of 11.655 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, also being a partial replat of lot 12 of the T.W. & J.W.B. House Subdivision, as recorded at volume 7, page 301 of the Fort Bend County deed records. City Engineer recommends final plat for discussion and approval. Commission Member Garivey motioned to recommend for approval to City Council. Seconded by Member Garza, the motion carried on a vote of 7 ayes, 0 nays.

6. Consider a final plat of Southern Colony Expansion Phase 1 Section 1B, being a planned unit development, subdivision of 18.675 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, also being a partial replat of lot 12 of the T.W. & J.W.B. House Subdivision, as recorded at volume 7, page 301 of the Fort Bend County deed records. City Engineer recommends final plat for discussion and approval. Commission Member Parker motioned to recommend for approval to City Council. Seconded by Member Garivey, the motion carried on a vote of 7 ayes, 0 nays.

7. Consider a final plat of Southern Colony Expansion Phase 1 Section 2, being a

_____ Motioned to Approve / Deny / Table. Seconded by _____
The motion carried on a vote of _____ Ayes and _____ Nays cast by _____

planned unit development, subdivision of 26.776 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, also being a partial replat of lots 11 and 12 of the T.W. & J.W.B. House Subdivision, as recorded at volume 7, page 301 of the Fort Bend County deed records. City Engineer recommends final plat for discussion and approval. Commission Member Garivey motioned to recommend for approval to City Council. Seconded by Member Hartman, the motion carried on a vote of 7 ayes, 0 nays.

8. Consider a master preliminary plat of Caldwell Ranch, being a planned unit development, subdivision of 452.3 acres out of the 0031 WM Hall Survey, abstract group 3, Alvin ETJ, Fort Bend County, Texas. City Engineer recommends master preliminary plat for discussion and approval. Commission Member Garza motioned to recommend for approval to City Council. Seconded by Member Garivey, the motion carried on a vote of 7 ayes, 0 nays.

9. Consider a final plat of Raintree Station, being a subdivision of 15.9458 acres (694,603 square feet) in the Hooper and Wade Survey, A-429, section 5, also being a partial replat of lot 5 of the John A. Owens Subdivision as recorded in volume 2, page 42, of the plat records, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Parker motioned to recommend for approval to City Council. Seconded by Member Hartman, the motion carried on a vote of 7 ayes, 0 nays.

10. Consider a final plat of Moritz Square, being a subdivision of 1.0733 acres (46,753 square feet) in the JM O'Donnell Survey, A-472, also being a partial replat of lot 3 of the Jonas H. Baer Subdivision as recorded in volume 2, page 19, plat records, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Parker motioned to recommend for approval to City Council. Seconded by Member Garivey, the motion carried on a vote of 7 ayes, 0 nays.

11. Consider a final plat of Alvin Self Storage, being a subdivision of a 8.7865 acre tract of land, a replat of lot 15 and lot 16, subdivision of south half of section no. 21, (vol. 5, pg. 442; B.C.D.R.) in the Hooper and Wade Survey, abstract no. 421, City of Alvin, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Garivey motioned to recommend for approval to City Council. Seconded by Member Garza, the motion carried on a vote of 7 ayes, 0 nays.

12. Consider a final plat of Inglesia Gethsemani, being a subdivision of 0.2296 acres (10,000 square feet) in the Hooper and Wade Survey, Section 21, A-421, also being a partial replat of tract 24, of the south half of Section 21 as recorded in volume 5, page 442, deed records, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Garza motioned to recommend for approval to City Council. Seconded by Member Parker, the motion carried on a vote of 7 ayes, 0 nays.

13. Consider a final plat of Burger King of Alvin, being a subdivision of 0.9075 acres located in the Newson and Swickle Subdivision, located in the Hooper and Wade Survey No. 17, Abstract 423, City of Alvin, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Parker motioned

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____

to recommend for approval to City Council. Seconded by Member Davis, the motion carried on a vote of 7 ayes, 0 nays.

14. Consider a final plat of Kendall Lakes Section 10, being a planned unit development, subdivision of 31.59 acres of land located in H.T. & B.R.R. Company Survey, section 41, A-482, City of Alvin, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Garivey motioned to recommend for approval to City Council. Seconded by Member Garza, the motion carried on a vote of 7 ayes, 0 nays.

15. Consider a final plat of Sunset Ranch Section 2, being a planned unit development subdivision of 4.7531 acres of land, being a partial replat of lot 22 of the map of section 23 Hooper and Wade survey volume 49, page 161, B.C.D.R. and volume 1, page 10, B.C.M.R. situated in the Hooper and Wade survey, abstract no. 420, Brazoria County, Texas. City Engineer recommends final plat for discussion and approval. Commission Member Garivey motioned to recommend for approval to City Council. Seconded by Member Garza, the motion carried on a vote of 7 ayes, 0 nays.

16. Consider the City of Alvin 2021 – 2025 Capital Improvement Program. City Engineer recommends the City of Alvin 2020 – 2024 Capital Improvement Program for discussion and approval. Commission Member Garivey motioned to recommend for approval to City Council. Seconded by Member Hartman, the motion carried on a vote of 7 ayes, 0 nays.

17. Items of Community Interest.

Carrie Parker asked if City Council intended to expand the role of Planning Commission. Michelle Segovia stated the role has not changed, however, the Charter Review Commission will review any changes that need to be made to the city charter.

18. Staff report and update.

All the city offices are currently closed to the public until further notice.

19. Items for the next meeting.

Michelle Segovia stated the Planning Commission may see plats for Mustang Crossing Section 8 at the next meeting.

20. Adjournment.

Commission Member Parker motioned to adjourn the meeting, seconded by Member Garivey. The motion carried on a vote of 7 ayes. The meeting ended at 6:54 p.m.

____ Motioned to Approve / Deny / Table. Seconded by ____
The motion carried on a vote of ____ Ayes and ____ Nays cast by ____

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Paul A. Horn, do solemnly affirm, that I will faithfully execute the duties of the office of Mayor of the City of Alvin and of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by the affiant on this 4th day of June 2020.

Signature of Person Administering Oath

(Seal)

Mo Ghuneim
Printed Name

Alvin Municipal Court Judge
Title

In the name and by the authority of

The State of Texas

OATH OF OFFICE

I, Gabe Adame, do solemnly affirm, that I will faithfully execute the duties of the office of City Council member District E of the City of Alvin and of the State of Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State, so help me God.

Affiant

SWORN TO and subscribed before me by the affiant on this 4th day of June 2020.

Signature of Person Administering Oath

(Seal)

Mo Ghuneim

Printed Name

Alvin Municipal Court Judge

Title

MINUTES
REGULAR CITY COUNCIL MEETING
VIA TELECONFERENCE
THURSDAY, MAY 21, 2020
7:00 P M

CALL TO ORDER

BE IT REMEMBERED that, on the above date, the City Council of the City of Alvin, Texas, met in Regular Session at 7:00 P.M. by telephone/video conference, in accordance with order of the Office of the Governor issued March 16, 2020 in order to advance the public health goal of limiting face-to-face meetings (also called “social distancing”) to slow the spread of the Coronavirus (COVID-19) The following members were present: Mayor Paul A. Horn; Mayor Pro-Tem Glenn Starkey; Councilmembers: Gabe Adame, Adam Arendell, Joel Castro, Brad Richards, Keith Thompson and Martin Vela

Staff members present: Junru Roland, City Manager; Suzanne Hanneman, City Attorney; Dixie Roberts, City Secretary; Michael Higgins, Chief Financial Officer; and Robert E. Lee, Police Chief.

The public was provided a login link and telephone number to participate in this meeting.

INVOCATION AND PLEDGE OF ALLEGIANCE

Council member Martin Vela gave the invocation.

Council member Joel Castro led the Pledge of Allegiance to the American Flag, and Council member Keith Thompson led the Pledge to the Texas Flag.

PUBLIC COMMENT

CONSENT AGENDA

Consider approval of the May 7, 2020 City Council meeting minutes.

Consider Resolution 20-R-15, finding that Texas-New Mexico Power Company’s application for a distribution cost recovery factor to increase distribution rates within the city should be denied; authorizing participation with TNMP cities; authorizing the hiring of legal counsel and consulting services; finding that the city’s reasonable rate case expenses shall be reimbursed by the company; finding that the meeting at which this resolution is passed is open to the public as required by law; requiring notice of this resolution to the company and legal counsel.

The City is an electric utility customer and local regulator of Texas-New Mexico Power Company (“TNMP” or “Company”). The Cities served by TNMP (“TNMP Cities”) is a coalition of similarly situated cities served by TNMP that have joined together to efficiently and cost effectively review and respond to electric issues affecting rates charged in TNMP’s service area in matters before the Public Utility Commission (“PUC” or “Commission”) and the courts. On April 6, 2020, TNMP filed an application for a Distribution Cost Recovery Factor (“DCRF”) with each of the cities retaining original jurisdiction and with the Commission in Docket No. 50731. In the filing, the Company sought to increase distribution rates by \$14.7 million annually (an approximately \$2.79 increase to the average residential customer’s bill from the Company’s most recent rate case). This is TNMP’s first filing under a law adopted in 2011 allowing electric utilities to file limited issue, limited review cases. This resolution authorizes the City to join with the other TNMP Cities to evaluate the filing, determine whether the filing complies with law, and if lawful, to determine what further strategy, including settlement, to pursue. Cities Served by TNMP (TNMP Cities) have engaged the services of a consultant, Mr. Karl Nalepa, to review the Company’s filing. Mr. Nalepa will review the filing and identify adjustments that should be made to the Company’s request.

The coalition is recommending that cities retaining original jurisdiction deny the requested relief. Staff recommends approval of Resolution 20-R-15.

Consider Resolution 20-R-16, adopting the City of Alvin Investment Policy for FY2020; providing for an effective date; and setting forth other related matters.

Pursuant to Chapter 2256.005 of the Texas Public Funds Investment Act (PFIA), the governing body of an investing entity shall review its investment policy and strategies not less than annually. The City's current Investment Policy was certified by the Government Treasurers' Organization of Texas (GTOT) as meeting the requirements of the Public Funds Investment Act on March 31, 2019 and the certification remains effective through March 31, 2021. As part of the investment policy review process, the investment policy requires that the investment officer (CFO) conduct an annual review of all financial institutions and broker/dealers who are qualified to invest City funds. In addition, the policy requires that a list of those qualified financial institutions and brokers/dealers be maintained pursuant to the investment policy. Staff has one update to the broker/dealer list, which is to reflect the merger of Southwest Securities and First Southwest into Hilltop Securities. Southwest Securities and First Southwest were previously included on the City's broker/dealer list. As a result of the merge, these two firms will be removed from the broker/dealer list and Hilltop Securities will be added (see Exhibit B). Other than the update to the broker/dealer list for fiscal year 2020, staff is not recommending any revisions to the City's current investment policy.

Council member Castro moved to approve the consent agenda as presented. Seconded by Council member Adame; motion carried on a vote of 7 Ayes.

OTHER BUSINESS

Consider the Mayor's appointment of Joel Castro as Mayor Pro-tem.

Council member Thompson moved to approve the Mayor's appointment of Council member Joel Castro to serve as the Mayor Pro-tem. Seconded by Council member Arendell; motion carried on a vote of 7 Ayes.

REPORTS FROM CITY MANAGER

Items of Community Interest and review preliminary list of items for next Council meeting.

Mr. Junru Roland announced items of community interest and urged residents to complete the 2020 Census. He also asked those interested in serving on the next Charter Review Commission to submit applications by June 14, 2020. Mr. Roland congratulated the Alvin Police Department for receiving "Re-Recognition Status" on behalf of the Texas Police Chief's Association Foundation, for compliance with the Texas Law Enforcement Agency Best Practices Recognition Program.

ITEMS OF COMMUNITY INTEREST

Hear announcements concerning items of community interest from the Mayor, Council members, and City staff, for which no action will be discussed or taken.

Council member Thompson thanked all of the men and women who serve in the Public Works Department for the services they provide the City day in and day out.

Council member Martin Vela thanked Public Works employees and reminded everyone to be safe and practice the COVID-19 recommendations in place.

Council member Joel Castro thanked EMS and Public Works employees. He stated that the new Police Department SUV is very nice, and would also like for staff to review the homeless situation once again.

Council member Glenn Starkey thanked Public Works Department for the work they do each day, and wished everyone a safe holiday weekend.

Mayor Horn stated that the Brazoria County Health Department is now reporting probable cases into their daily counts of COVID-19 cases, which has an effect on the numbers reported. He also thanked local businesses for their continued efforts in following the COVID-19 state guidelines currently in place.

ADJOURNMENT

Mayor Horn adjourned the meeting at 7:17 PM

PASSED and APPROVED the 4th day of June 2020.

Paul A. Horn, Mayor

ATTEST: _____
Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 6/4/2020

Department: Engineering

Contact: Michelle H. Segovia, City Engineer

Agenda Item: Consider a final plat of Caldwell Ranch Boulevard Phase 1 Street Dedication (located along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 8.785 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, also being a partial replat of lots 3, 4, 5, and 6 of the T.W. & J. W. B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☒Plat ☐Discussion & Direction ☐Other

Summary: On April 30, 2020, the Engineering Department received the Final Plat of Caldwell Ranch Boulevard Phase 1 Street Dedication for review. This subdivision is in the City of Alvin's Extraterritorial Jurisdiction (ETJ) within Fort Bend County, located along the east side of FM 521 and north of Juliff-Manvel Road. This final plat consists of 3 reserves and a 70' wide road right-of-way dedication for the future Caldwell Ranch Boulevard. This plat complies with all requirements of the City's Subdivision Ordinance.

This right-of-way was included for the major collector roadway on the Master Preliminary Plat of Caldwell Ranch, that was approved by Council May 7, 2020.

The City Planning Commission unanimously approved the plat at their meeting on May 19, 2020. Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 6/1/2020 SLH

Supporting documents attached:

- Final Plat of Caldwell Ranch Boulevard Phase 1 Street Dedication

Recommendation: Move to approve the final plat of Caldwell Ranch Boulevard Phase 1 Street Dedication (located along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 8.785 acres of land situated in the William Hall League, abstract 31, Fort Bend County, Texas, also being a partial replat of lots 3, 4, 5, and 6 of the T.W. & J. W. B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County deed records.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

STATE OF TEXAS
COUNTY OF FORT BEND

WE, D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT, BEING AN OFFICER OF D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, OWNERS HEREINAFTER REFERRED TO AS OWNERS OF THE 8.785 ACRES TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF CALDWELL RANCH BOULEVARD PHASE 1 STREET DEDICATION, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

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

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS. THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT IS HEREBY RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS, AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES. FORT BEND COUNTY OR ANY OTHER GOVERNMENTAL AGENCY SHALL HAVE THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSES OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNERS DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF CALDWELL RANCH BOULEVARD PHASE 1 STREET DEDICATION WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

FURTHER, OWNERS DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE "ORDERS FOR REGULATION OF OUTDOOR LIGHTING IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY, TEXAS", AND DO HEREBY COVENANT AND AGREE AND SHALL COMPLY WITH THIS ORDER AS ADOPTED BY FORT BEND COUNTY COMMISSIONERS' COURT ON MARCH 23, 2004, AND ANY SUBSEQUENT AMENDMENTS.

IN TESTIMONY WHEREOF, D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY JONATHAN WOODRUFF, ITS ASSISTANT VICE PRESIDENT, THEREUNTO AUTHORIZED,

THIS _____ DAY OF _____, 2020.

D.R. HORTON-TEXAS, LTD.,
A TEXAS LIMITED PARTNERSHIP

BY: _____
JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT OF D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, JON P. BORDOVSKY, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PARENT TRACT PROPERTY, MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE OF THE PERIMETER BOUNDARY ONLY WILL BE MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVE AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET WITH PLASTIC CAP MARKED "GBI PARTNERS" UNLESS OTHERWISE NOTED AT THE TIME OF RECORDATION AND THE PLAT CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF NAD 1983, SOUTH CENTRAL ZONE. (SEE NOTE 10)

JON P. BORDOVSKY, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6405



I, MICHAEL S. RUSK, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF FORT BEND COUNTY TO THE BEST OF MY KNOWLEDGE.

MICHAEL S. RUSK, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 89457



CITY OF ALVIN APPROVAL

PAUL HORN, MAYOR

DIXIE ROBERTS, CITY SECRETARY

MICHELLE SEGOVIA, CITY ENGINEER

BEING A TRACT CONTAINING 8.785 ACRES OF LAND, LOCATED IN THE WILLIAM HALL SURVEY, ABSTRACT 31, IN FORT BEND COUNTY, TEXAS; SAID 8.785 ACRE TRACT BEING A PORTION OF A CALL 162.2524 ACRE TRACT RECORDED IN THE NAME OF HANNOVER ESTATES, LTD. IN FILE NUMBER 2004018462 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY (O.R.F.B.C.), A PORTION OF A CALL 83.238 ACRE TRACT RECORDED IN THE NAME OF D.R. HORTON-TEXAS, LTD. IN FILE NUMBER 2019127035 OF THE O.R.F.B.C., A PORTION OF RESERVE "A", FORT BEND ISD FERDELL HENRY CENTER FOR LEARNING, A SUBDIVISION RECORDED IN PLAT NUMBER 20110173 OF THE FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.), A PORTION OF A CALL 76.957 ACRE TRACT RECORDED IN THE NAME OF FORT BEND INDEPENDENT SCHOOL DISTRICT IN FILE NUMBER 2020020102 OF THE O.R.F.B.C., A PORTION OF A CALL 79.261 ACRE TRACT STYLED AS PARCEL TWO AND RECORDED IN THE NAME OF D.R. HORTON-TEXAS, LTD. IN FILE NUMBER 2019129484 OF THE O.R.F.B.C. AND A PORTION OF CALL 353.928 ACRE TRACT RECORDED IN THE NAME OF 258 COLONY INVESTMENTS, LLC IN FILE NUMBER 2019127846 OF THE O.R.F.B.C.; SAID 8.785 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BEING BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, AS DERIVED FROM GPS OBSERVATIONS):

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID 162.2524 ACRE TRACT, THE SOUTHWESTERLY CORNER OF SAID RESERVE "A" AND BEING ON THE EASTERLY RIGHT-OF-WAY (R.O.W.) LINE OF F.M. 521 (110-FEET WIDE);

THENCE, WITH SAID R.O.W. LINE, SOUTH 02 DEGREES 29 MINUTES 05 SECONDS WEST, A DISTANCE OF 680.68 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, THROUGH AND ACROSS SAID 162.2524 ACRE TRACT, 83.238 ACRE TRACT, 76.957 ACRE TRACT AND RESERVE "A", THE FOLLOWING SEVEN (7) COURSES:

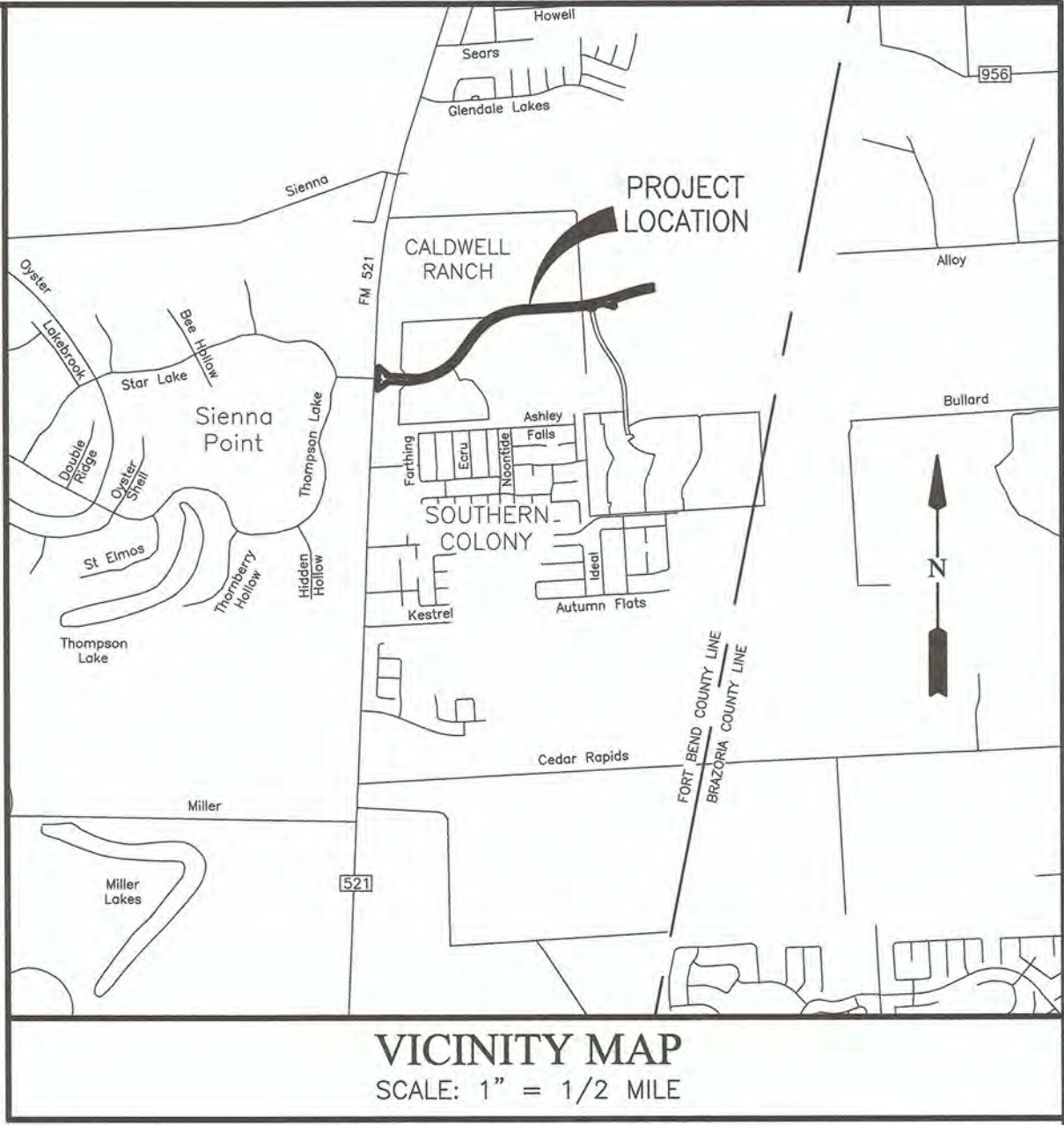
1. SOUTH 50 DEGREES 24 MINUTES 16 SECONDS EAST, A DISTANCE OF 166.10 FEET;
2. SOUTH 02 DEGREES 43 MINUTES 32 SECONDS WEST, A DISTANCE OF 30.00 FEET;
3. SOUTH 87 DEGREES 16 MINUTES 28 SECONDS EAST, A DISTANCE OF 424.84 FEET;
4. 127.34 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 14 DEGREES 35 MINUTES 33 SECONDS AND A CHORD THAT BEARS NORTH 85 DEGREES 25 MINUTES 46 SECONDS EAST, A DISTANCE OF 127.00 FEET;
5. 707.84 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 965.00 FEET, A CENTRAL ANGLE OF 42 DEGREES 01 MINUTE 37 SECONDS AND A CHORD THAT BEARS NORTH 57 DEGREES 07 MINUTES 11 SECONDS EAST, A DISTANCE OF 692.07 FEET;
6. NORTH 36 DEGREES 06 MINUTES 22 SECONDS EAST, A DISTANCE OF 329.91 FEET;
7. 763.32 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1035.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 15 MINUTES 21 SECONDS AND A CHORD THAT BEARS NORTH 57 DEGREES 14 MINUTES 03 SECONDS EAST, A DISTANCE OF 746.13 FEET TO AN EASTERLY LINE OF AFORESAID 76.957 ACRE TRACT;

THENCE, WITH AN EASTERLY AND SOUTHERLY LINE OF SAID 76.957 ACRE TRACT, THE FOLLOWING SEVEN (7) COURSES:

1. NORTH 03 DEGREES 05 MINUTES 12 SECONDS WEST, A DISTANCE OF 6.33 FEET;
2. NORTH 84 DEGREES 31 MINUTES 30 SECONDS EAST, A DISTANCE OF 58.39 FEET;
3. 213.34 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 5040.00 FEET, A CENTRAL ANGLE OF 02 DEGREES 25 MINUTES 31 SECONDS AND A CHORD THAT BEARS NORTH 85 DEGREES 44 MINUTES 16 SECONDS EAST, A DISTANCE OF 213.33 FEET;
4. NORTH 86 DEGREES 57 MINUTES 01 SECOND EAST, A DISTANCE OF 592.99 FEET;
5. 782.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2910.00 FEET, A CENTRAL ANGLE OF 15 DEGREES 23 MINUTES 57 SECONDS AND A CHORD THAT BEARS NORTH 79 DEGREES 15 MINUTES 03 SECONDS EAST, A DISTANCE OF 779.75 FEET;
6. NORTH 71 DEGREES 33 MINUTES 05 SECONDS EAST, A DISTANCE OF 421.53 FEET;
7. 174.30 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2090.00 FEET, A CENTRAL ANGLE OF 04 DEGREES 46 MINUTES 42 SECONDS AND A CHORD THAT BEARS NORTH 73 DEGREES 56 MINUTES 28 SECONDS EAST, A DISTANCE OF 174.25 FEET TO THE SOUTHEASTERLY CORNER OF AFORESAID 76.957 ACRE TRACT;

THENCE, THROUGH AND ACROSS AFORESAID 79.261 ACRE TRACT, 353.928 ACRE TRACT, 83.238 ACRE TRACT AND 162.2524 ACRE TRACT, THE FOLLOWING TWENTY FOUR (24) COURSES:

1. SOUTH 02 DEGREES 31 MINUTES 59 SECONDS EAST, A DISTANCE OF 96.25 FEET;
 2. 342.78 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1965.00 FEET, A CENTRAL ANGLE OF 09 DEGREES 59 MINUTES 41 SECONDS AND A CHORD THAT BEARS SOUTH 76 DEGREES 32 MINUTES 55 SECONDS WEST, A DISTANCE OF 342.34 FEET;
 3. SOUTH 71 DEGREES 33 MINUTES 05 SECONDS WEST, A DISTANCE OF 228.20 FEET;
 4. 68.16 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2980.00 FEET, A CENTRAL ANGLE OF 01 DEGREE 18 MINUTES 38 SECONDS AND A CHORD THAT BEARS SOUTH 72 DEGREES 12 MINUTES 24 SECONDS WEST, A DISTANCE OF 68.16 FEET;
 5. SOUTH 21 DEGREES 22 MINUTES 54 SECONDS EAST, A DISTANCE OF 81.11 FEET;
 6. SOUTH 37 DEGREES 36 MINUTES 39 SECONDS WEST, A DISTANCE OF 24.24 FEET;
 7. NORTH 68 DEGREES 20 MINUTES 04 SECONDS WEST, A DISTANCE OF 67.14 FEET;
 8. NORTH 83 DEGREES 27 MINUTES 29 SECONDS WEST, A DISTANCE OF 59.95 FEET;
 9. NORTH 14 DEGREES 50 MINUTES 05 SECONDS WEST, A DISTANCE OF 31.15 FEET;
 10. 168.08 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2980.00 FEET, A CENTRAL ANGLE OF 03 DEGREES 13 MINUTES 54 SECONDS AND A CHORD THAT BEARS SOUTH 76 DEGREES 46 MINUTES 51 SECONDS WEST, A DISTANCE OF 168.08 FEET;
 11. 54.22 FEET ALONG THE ARC OF CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 88 DEGREES 45 MINUTES 53 SECONDS AND A CHORD THAT BEARS SOUTH 34 DEGREES 00 MINUTES 52 SECONDS WEST, A DISTANCE OF 48.96 FEET;
 12. SOUTH 79 DEGREES 37 MINUTES 56 SECONDS WEST, A DISTANCE OF 60.00 FEET;
 13. 54.22 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 88 DEGREES 45 MINUTES 53 SECONDS AND A CHORD THAT BEARS NORTH 54 DEGREES 45 MINUTES 01 SECOND WEST, A DISTANCE OF 48.96 FEET;
 14. 316.38 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2980.00 FEET, A CENTRAL ANGLE OF 09 DEGREES 04 MINUTES 58 SECONDS AND A CHORD THAT BEARS SOUTH 83 DEGREES 54 MINUTES 32 SECONDS WEST, A DISTANCE OF 316.23 FEET;
 15. SOUTH 86 DEGREES 57 MINUTES 01 SECOND WEST, A DISTANCE OF 592.99 FEET;
 16. 145.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 4970.00 FEET, A CENTRAL ANGLE OF 01 DEGREE 40 MINUTES 29 SECONDS AND A CHORD THAT BEARS SOUTH 86 DEGREES 06 MINUTES 47 SECONDS WEST, A DISTANCE OF 145.27 FEET;
 17. 828.13 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 965.00 FEET, A CENTRAL ANGLE OF 49 DEGREES 10 MINUTES 10 SECONDS AND A CHORD THAT BEARS SOUTH 60 DEGREES 41 MINUTES 27 SECONDS WEST, A DISTANCE OF 802.95 FEET;
 18. SOUTH 36 DEGREES 06 MINUTES 22 SECONDS WEST, A DISTANCE OF 329.91 FEET;
 19. 828.26 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1035.00 FEET, A CENTRAL ANGLE OF 45 DEGREES 51 MINUTES 04 SECONDS AND A CHORD THAT BEARS SOUTH 59 DEGREES 01 MINUTE 54 SECONDS WEST, A DISTANCE OF 808.34 FEET;
 20. 51.51 FEET ALONG THE ARC OF CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 85 DEGREES 54 MINUTES 08 SECONDS AND A CHORD THAT BEARS SOUTH 79 DEGREES 00 MINUTES 22 SECONDS WEST, A DISTANCE OF 51.48 FEET;
 21. 145.48 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 16 DEGREES 40 MINUTES 14 SECONDS AND A CHORD THAT BEARS SOUTH 84 DEGREES 23 MINUTES 25 SECONDS WEST, A DISTANCE OF 144.97 FEET;
 22. NORTH 87 DEGREES 16 MINUTES 28 SECONDS WEST, A DISTANCE OF 301.50 FEET;
 23. SOUTH 02 DEGREES 43 MINUTES 32 SECONDS WEST, A DISTANCE OF 20.00 FEET;
 24. SOUTH 53 DEGREES 48 MINUTES 45 SECONDS WEST, A DISTANCE OF 176.68 FEET TO THE AFORESAID EASTERLY R.O.W. LINE OF F.M. 521;
- THENCE, WITH SAID R.O.W. LINE, NORTH 02 DEGREES 29 MINUTES 05 SECONDS EAST, A DISTANCE OF 360.64 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.785 ACRE OF LAND.



KEY MAP NO. 651X/Y

I, J. STACY SLAWINSKI, FORT BEND COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE FORT BEND COUNTY COMMISSIONERS' COURT. HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON THE INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OR SUBDIVISION WITHIN THE WATERSHED.

J. STACY SLAWINSKI, P.E.
FORT BEND COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS,
THIS _____ DAY OF _____, 2020.

VINCENT M. MORALES, JR.
PRECINCT 1, COUNTY COMMISSIONER

GRADY PRESTAGE
PRECINCT 2, COUNTY COMMISSIONER

KP GEORGE
COUNTY JUDGE

W. A. (ANDY) MEYERS
PRECINCT 3, COUNTY COMMISSIONER

KEN R. DEMERCHANT
PRECINCT 4, COUNTY COMMISSIONER

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDATION IN MY OFFICE ON _____, 2020 AT _____ O'CLOCK _____M. IN PLAT NUMBER _____ OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS. THE DAY AND DATE LAST ABOVE WRITTEN.

LAURA RICHARD, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY: _____
DEPUTY

FINAL PLAT OF CALDWELL RANCH BOULEVARD PHASE 1 STREET DEDICATION

A SUBDIVISION OF 8.785 ACRES OF LAND SITUATED IN THE WILLIAM HALL LEAGUE, ABSTRACT 31, FORT BEND COUNTY, TEXAS; ALSO BEING A PARTIAL REPLAT OF LOTS 3, 4, 5 & 6 OF THE T.W. & J.W.B. HOUSE SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 301 OF THE FORT BEND COUNTY DEED RECORDS.

3 RESERVES (0.649 ACRES)

MAY 13, 2020

JOB NO. 1931-8054C.310C

OWNERS:

D.R. HORTON-TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP

JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT
6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407
PH. 281.566.2100

SURVEYOR:

ENGINEER:



GBI PARTNERS, L.P.
LAND SURVEYING CONSULTANTS
6704 VISTA ROAD, RICHMOND, TX 77406
PHONE: 281-498-4550 • www.gbisurvey.com
TRAPERS FROM # 10138300

JON P. BORDOVSKY, R.P.L.S.
REGISTERED PROFESSIONAL SURVEYOR
TEXAS REGISTRATION NO. 6405

LJA Engineering, Inc.

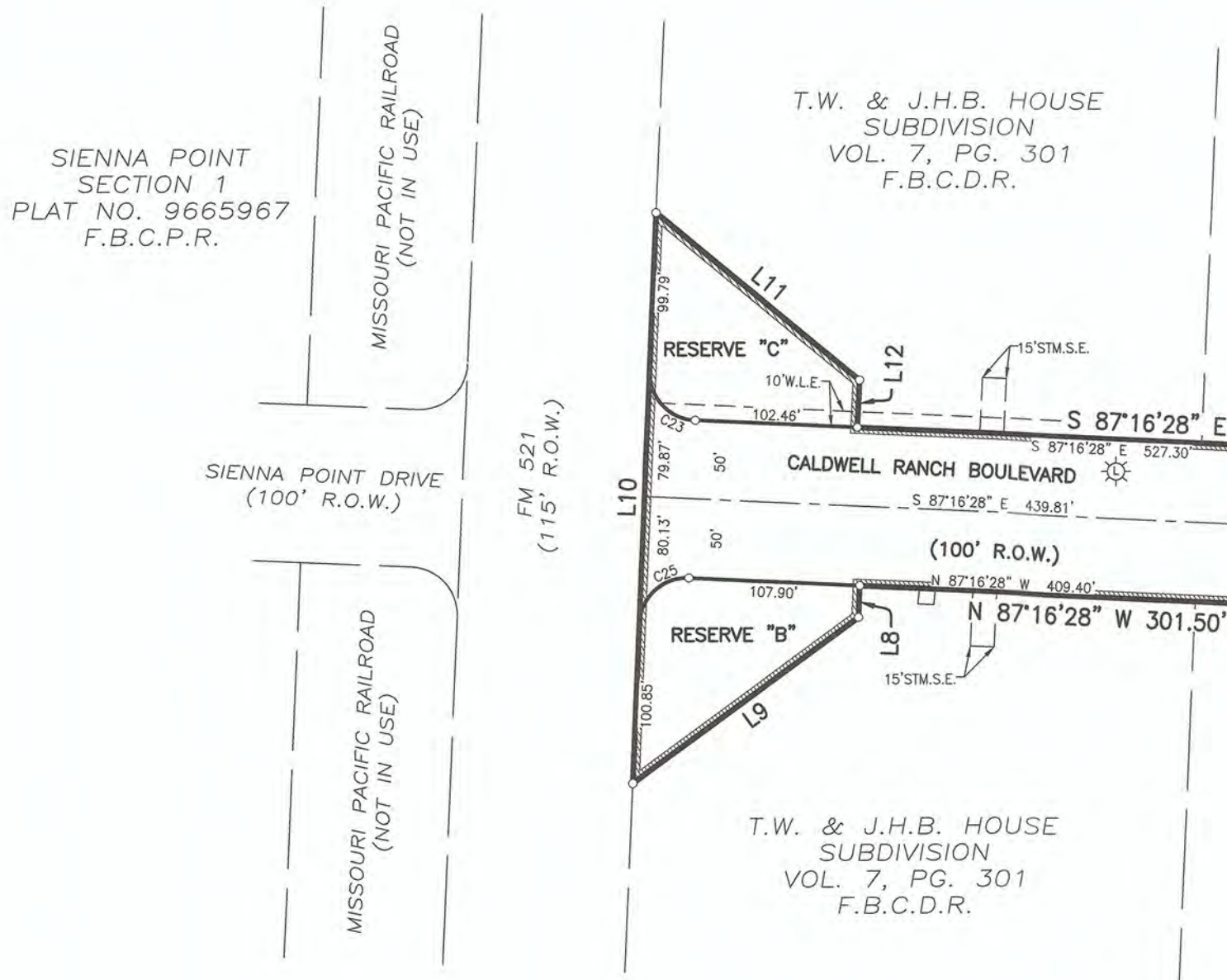
1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449
Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

MICHAEL S. RUSK, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 89457

NOTES:

1. THERE ARE NO PIPELINE EASEMENTS WITHIN THIS PLAT.
2. ALL SLAB ELEVATIONS SHALL BE ONE FOOT ABOVE THE 100-YEAR FLOOD ELEVATION AS ESTABLISHED BY FEMA. IN ACCORDANCE WITH FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY PANEL NO. 48157C0455 L, MAP REVISED APRIL 2, 2014, THIS PLAT LIES IN UNSHADED ZONE "X", OUTSIDE THE 100-YEAR FLOOD PLAIN.
3. THIS PLAT LIES WHOLLY WITHIN BRAZORIA-FORT BEND COUNTIES MUNICIPAL UTILITY DISTRICT NO. 3, FORT BEND COUNTY SUBSIDENCE DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, THE ETJ OF THE CITY OF ALVIN AND FORT BEND COUNTY.
4. ALL REQUIRED UTILITY COMPANIES HAVE BEEN CONTACTED AND ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THE ABOVE AND FOREGOING PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES CONTACTED.
5. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY DIVIDING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.999862897.
6. PRIOR TO THE BEGINNING OF THE ONE-YEAR MAINTENANCE PERIOD FOR UTILITIES AND PAVING BY FORT BEND COUNTY, ALL BLOCK CORNERS AND STREET RIGHTS-OF-WAY WILL BE MONUMENTED.
7. THE DRAINAGE SYSTEM FOR THIS SUBDIVISION IS DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING WITH INTENSE RAINFALL EVENTS.
8. IN ACCORDANCE WITH CENTER POINT ENERGY ELECTRICAL SERVICE MANUAL, ARTICLE 421.2, ELECTRIC METERS SHALL BE LOCATED IN A POSITION THAT IS ACCESSIBLE AT ALL TIMES WITHOUT CUSTOMER ASSISTANCE. ACCESS TO THE METER SHALL NOT BE BLOCKED BY GATES, WALLS OR FENCES.
9. THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY DHI TITLE OF CENTRAL TEXAS, DATED _____, 2020, EFFECTIVE DATE OF _____, 2020. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
10. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "GBI PARTNERS" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS. LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION AND PRIOR TO LOT CONSTRUCTION.
11. THIS PLAT LIES WITHIN FORT BEND COUNTY LIGHTING ORDINANCE ZONE NO.2.
12. SIDEWALKS MUST BE CONSTRUCTED AS A PART OF ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT.
13. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
14. T.B.M. INDICATES TEMPORARY BENCHMARK; TBM-B: CHISELED BOX ON TOP OF A TYPE "C" CURB INLET LOCATED AT THE WESTERLY SIDE OF THE INTERSECTION OF FARTHING LANE AND DAPPLED OAK STREET.

ELEVATION = 60.50', NGVD29, 1973 ADJ.
15. ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS.
16. THE PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
17. SIDEWALKS SHALL BE BUILT OR CAUSED TO BE BUILT NOT LESS THAN 5- FEET IN WIDTH ON BOTH SIDES OF ALL DEDICATED RIGHTS-OF-WAY WITHIN SAID PLAT AND ON CONTIGUOUS RIGHT-OF-WAY OF ALL PERIMETER ROADS SURROUNDING SAID PLAT, IN ACCORDANCE WITH ADA REQUIREMENTS.
18. ONE-FOOT RESERVE DEDICATED TO THE CITY IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED PURSUANT TO A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.
19. SITE PLANS SHALL BE SUBMITTED TO FORT BEND COUNTY AND ANY OTHER APPLICABLE JURISDICTION FOR REVIEW AND APPROVAL. DEVELOPMENT PERMITS AND ALL OTHER APPLICABLE PERMITS SHALL BE OBTAINED FROM FORT BEND COUNTY PRIOR TO BEGINNING CONSTRUCTION.



RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.176	7,677	RESTRICTED TO LIFT STATION
B	0.235	10,219	RESTRICTED TO LANDSCAPE/OPEN SPACE
C	0.238	10,381	RESTRICTED TO LANDSCAPE/OPEN SPACE
TOTAL	0.649	28,278	

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 02°31'59" E	96.25'
L2	S 21°22'54" E	81.11'
L3	S 37°36'39" W	24.24'
L4	N 68°20'04" W	67.14'
L5	N 83°27'29" W	59.95'
L6	N 14°50'05" W	31.15'
L7	S 79°37'56" W	60.00'
L8	S 02°43'32" W	20.00'
L9	S 53°48'45" W	176.68'
L10	N 02°29'05" E	360.64'
L11	S 50°24'16" E	166.10'
L12	S 02°43'32" W	30.00'
L13	N 03°05'12" W	6.33'
L14	N 84°31'30" E	58.39'
L15	S 10°22'04" E	69.30'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	500.00'	14°35'33"	127.34'	N 85°25'46" E	127.00'
C2	965.00'	42°01'37"	707.84'	N 57°07'11" E	692.07'
C3	1035.00'	42°15'21"	763.32'	N 57°14'03" E	746.13'
C4	5040.00'	2°25'31"	213.34'	N 85°44'16" E	213.33'
C5	2910.00'	15°23'57"	782.10'	N 79°15'03" E	779.75'
C6	2090.00'	4°46'42"	174.30'	N 73°58'26" E	174.25'
C7	1965.00'	9°59'41"	342.78'	S 76°32'55" W	342.34'
C8	2980.00'	1°18'38"	68.16'	S 72°12'24" W	68.16'
C9	2980.00'	3°13'54"	168.08'	S 76°46'51" W	168.06'
C10	35.00'	88°45'53"	54.22'	S 34°00'52" W	48.96'
C11	35.00'	88°45'53"	54.22'	N 54°45'01" W	48.96'
C12	2980.00'	6°04'58"	316.38'	S 83°54'32" W	316.23'
C13	4970.00'	1°40'29"	145.27'	S 86°06'47" W	145.27'
C14	965.00'	49°10'10"	828.13'	S 60°41'27" W	802.95'
C15	1035.00'	45°51'04"	828.26'	S 59°01'54" W	806.34'
C16	500.00'	5°54'08"	51.51'	S 79°00'22" W	51.48'
C17	500.00'	16°40'14"	145.48'	S 84°23'25" W	144.97'
C18	1000.00'	56°37'10"	988.20'	N 64°24'57" E	948.48'
C19	1000.00'	49°10'10"	858.17'	N 60°41'27" E	832.08'
C20	5005.00'	1°40'29"	146.30'	N 86°06'47" E	146.29'
C21	2945.00'	15°23'57"	791.51'	N 79°15'03" E	789.13'
C22	2000.00'	10°05'55"	352.51'	N 76°36'02" E	352.05'
C23	30.00'	89°45'33"	47.00'	S 42°23'41" E	42.34'
C24	2980.00'	6°50'44"	356.04'	S 74°58'27" W	355.83'
C25	30.00'	90°14'26"	47.25'	S 47°36'19" W	42.52'

FINAL PLAT OF CALDWELL RANCH BOULEVARD PHASE 1 STREET DEDICATION

A SUBDIVISION OF 8.785 ACRES OF LAND SITUATED IN THE WILLIAM HALL LEAGUE, ABSTRACT 31, FORT BEND COUNTY, TEXAS; ALSO BEING A PARTIAL REPLAT OF LOTS 3, 4, 5 & 6 OF THE T.W. & J.W.B. HOUSE SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 301 OF THE FORT BEND COUNTY DEED RECORDS.

3 RESERVES (0.649 ACRES)

MAY 13, 2020

JOB NO. 1931-8054C.310C

OWNERS:

D.R. HORTON-TEXAS, LTD.

A TEXAS LIMITED PARTNERSHIP

JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT

6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407

PH. 281.566.2100

SURVEYOR:

ENGINEER:



GBI PARTNERS, L.P.
LAND SURVEYING CONSULTANTS
4734 VISTA ROAD - PASADENA, TX 77508
PHONE: 801-458-4534 - WWW.GBIPARTNERS.COM
TBEPLS FROM # 10130300

JON P. BORDOVSKY, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6405

LJA Engineering, Inc.

1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449

MICHAEL S. RUSK, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 89457

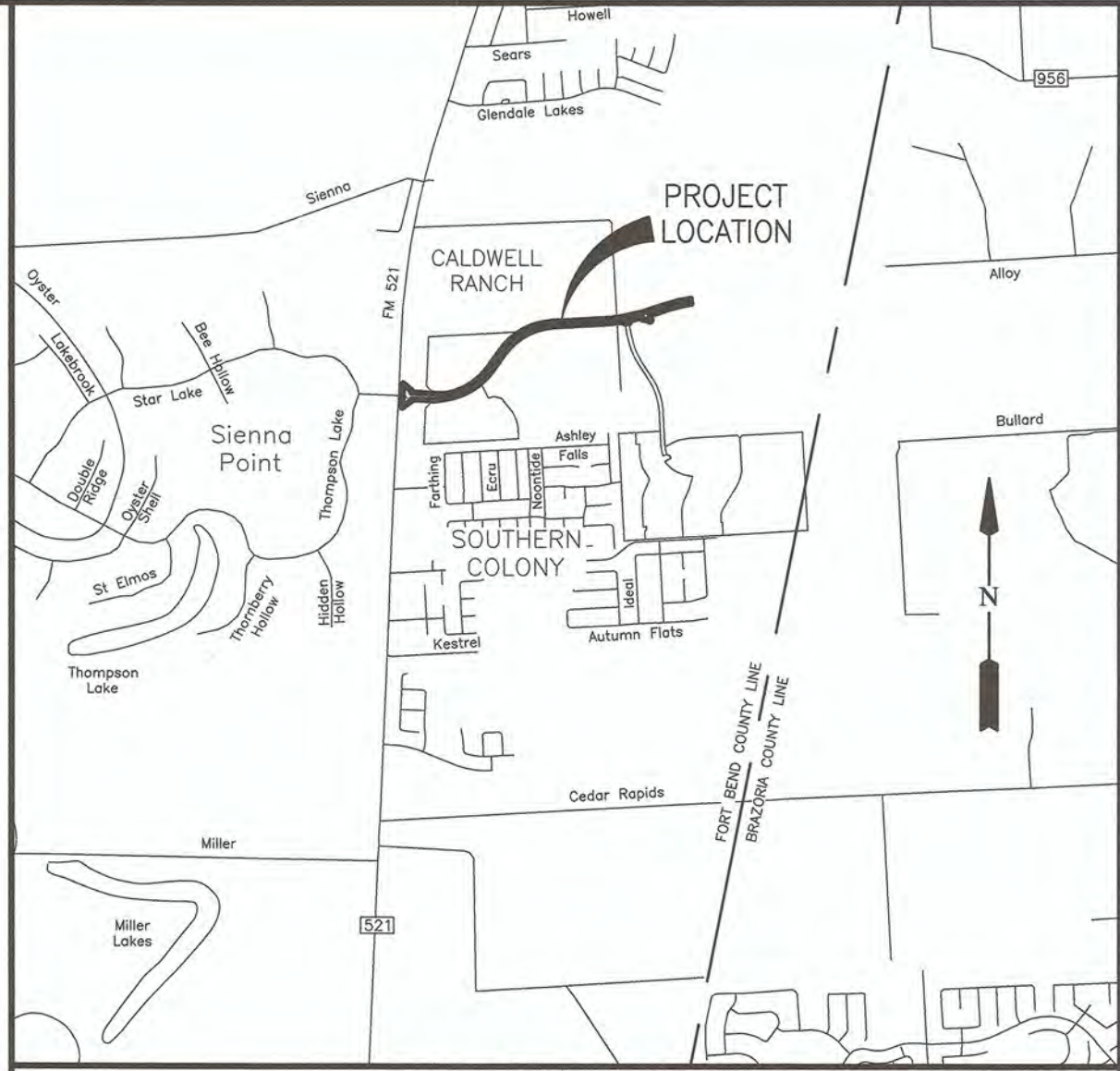
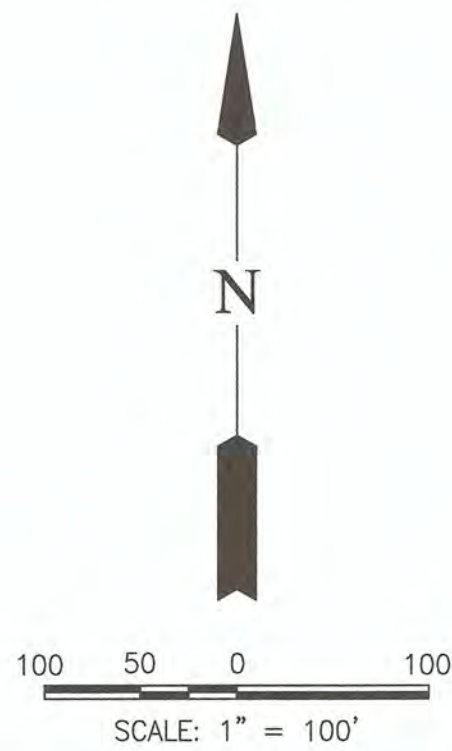


Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

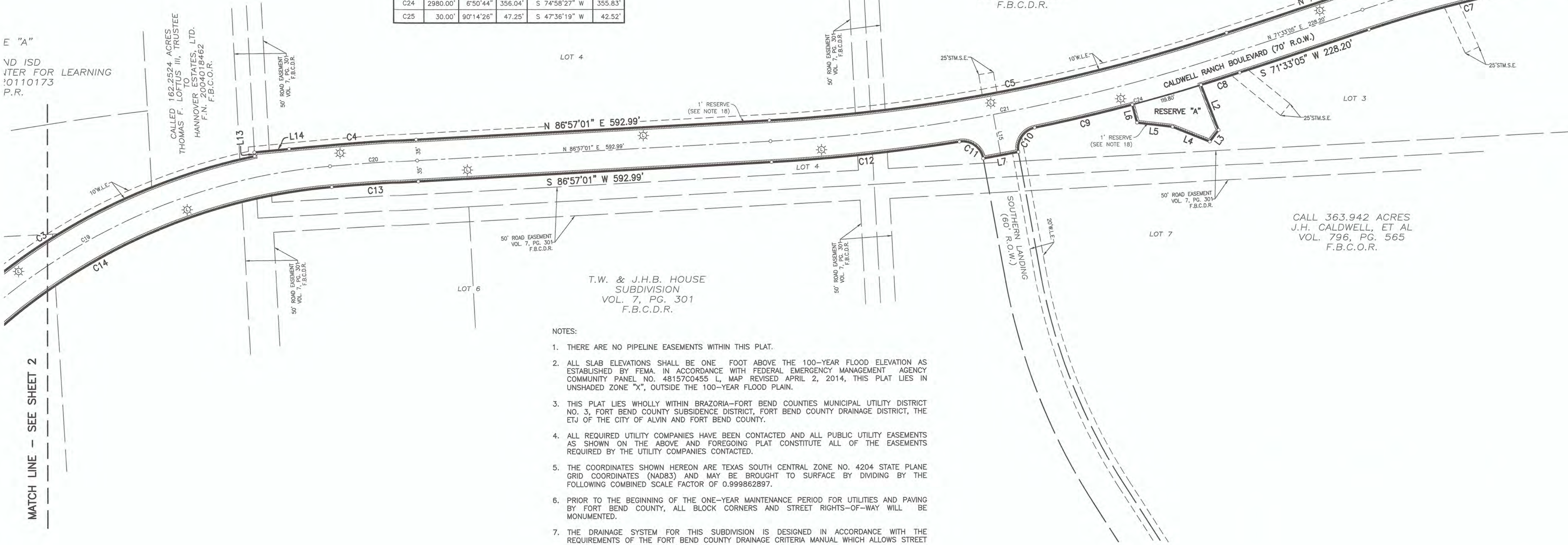
LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 02°31'59" E	96.25'
L2	S 21°22'54" E	81.11'
L3	S 37°36'39" W	24.24'
L4	N 68°20'04" W	67.14'
L5	N 83°27'29" W	59.95'
L6	N 14°50'05" W	31.15'
L7	S 79°37'56" W	60.00'
L8	S 02°43'32" W	20.00'
L9	S 53°48'45" W	176.68'
L10	N 02°29'05" E	360.64'
L11	S 50°24'16" E	166.10'
L12	S 02°43'32" W	30.00'
L13	N 03°05'12" W	6.33'
L14	N 84°31'30" E	58.39'
L15	S 10°22'04" E	69.30'

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD BEARING
C1	500.00'	14°35'33"	127.34'	N 85°25'46" E
C2	965.00'	42°01'37"	707.84'	N 57°07'11" E
C3	1035.00'	42°15'21"	763.32'	N 57°14'03" E
C4	5040.00'	2°25'31"	213.34'	N 85°44'16" E
C5	2910.00'	15°23'57"	782.10'	N 79°15'03" E
C6	2090.00'	4°46'42"	174.30'	N 73°56'26" E
C7	1965.00'	9°59'41"	342.78'	S 76°32'55" W
C8	2980.00'	1°18'38"	68.16'	S 72°12'24" W
C9	2980.00'	3°13'54"	168.08'	S 76°46'51" W
C10	35.00'	88°45'53"	54.22'	S 34°00'52" W
C11	35.00'	88°45'53"	54.22'	N 54°45'01" W
C12	2980.00'	6°04'58"	316.38'	S 83°54'32" W
C13	4970.00'	1°40'29"	145.27'	S 86°06'47" W
C14	965.00'	49°10'10"	828.13'	S 60°41'27" W
C15	1035.00'	45°51'04"	828.26'	S 59°01'54" W
C16	500.00'	5°54'08"	51.51'	S 79°00'22" W
C17	500.00'	16°40'14"	145.48'	S 84°23'25" W
C18	1000.00'	56°37'10"	988.20'	N 64°24'57" E
C19	1000.00'	49°10'10"	858.17'	N 60°41'27" E
C20	5005.00'	1°40'29"	146.30'	N 86°06'47" E
C21	2945.00'	15°23'57"	791.51'	N 79°15'03" E
C22	2000.00'	10°05'55"	352.51'	N 76°36'02" E
C23	30.00'	89°45'33"	47.00'	S 42°23'41" E
C24	2980.00'	6°50'44"	356.04'	S 74°58'27" W
C25	30.00'	90°14'26"	47.25'	S 47°36'19" W

RESERVE TABLE			
RESERVE	ACREAGE	SQ.FT.	TYPE
A	0.176	7,677	RESTRICTED TO LIFT STATION
B	0.235	10,219	RESTRICTED TO LANDSCAPE/OPEN SPACE
C	0.238	10,381	RESTRICTED TO LANDSCAPE/OPEN SPACE
TOTAL	0.649	28,278	



- LEGEND**
- B.L. INDICATES BUILDING LINE
 - U.E. INDICATES UTILITY EASEMENT
 - D.E. INDICATES DRAINAGE EASEMENT
 - W.L.E. INDICATES WATERLINE EASEMENT
 - S.S.E. INDICATES SANITARY SEWER EASEMENT
 - STM.S.E. INDICATES STORM SEWER EASEMENT
 - F.M.E. INDICATES FORCE MAIN EASEMENT
 - F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS
 - F.B.C.O.R. INDICATES FORT BEND COUNTY OFFICIAL RECORDS
 - F.B.C.O.P.R. INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
 - F.B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS
 - INDICATES STREET NAME CHANGE
 - F.N. INDICATES FILE NUMBER
 - E.E. INDICATES ELECTRICAL EASEMENT
 - A.E. INDICATES AERIAL EASEMENT
 - R.O.W. INDICATES RIGHT OF WAY
 - (F) INDICATES FOUND 5/8" IR W/"LJA ENG" CAP
 - (S) INDICATES SET 5/8" IR W/"LJA ENG" CAP
 - I.R. INDICATES IRON ROD
 - RES. INDICATES RESERVE
 - INDICATES PROPOSED STREET LIGHT



- NOTES:
- THERE ARE NO PIPELINE EASEMENTS WITHIN THIS PLAT.
 - ALL SLAB ELEVATIONS SHALL BE ONE FOOT ABOVE THE 100-YEAR FLOOD ELEVATION AS ESTABLISHED BY FEMA. IN ACCORDANCE WITH FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY PANEL NO. 48157CD455 L, MAP REVISED APRIL 2, 2014, THIS PLAT LIES IN UNSHADED ZONE "X", OUTSIDE THE 100-YEAR FLOOD PLAIN.
 - THIS PLAT LIES WHOLLY WITHIN BRAZORIA-FORT BEND COUNTIES MUNICIPAL UTILITY DISTRICT NO. 3, FORT BEND COUNTY SUBSIDENCE DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, THE CITY OF THE CITY OF ALVIN AND FORT BEND COUNTY.
 - ALL REQUIRED UTILITY COMPANIES HAVE BEEN CONTACTED AND ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THE ABOVE AND FOREGOING PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES CONTACTED.
 - THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY DIVIDING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.999862897.
 - PRIOR TO THE BEGINNING OF THE ONE-YEAR MAINTENANCE PERIOD FOR UTILITIES AND PAVING BY FORT BEND COUNTY, ALL BLOCK CORNERS AND STREET RIGHTS-OF-WAY WILL BE MONUMENTED.
 - THE DRAINAGE SYSTEM FOR THIS SUBDIVISION IS DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET PONDING WITH INTENSE RAINFALL EVENTS.
 - IN ACCORDANCE WITH CENTER POINT ENERGY ELECTRICAL SERVICE MANUAL, ARTICLE 421.2, ELECTRIC METERS SHALL BE LOCATED IN A POSITION THAT IS ACCESSIBLE AT ALL TIMES WITHOUT CUSTOMER ASSISTANCE. ACCESS TO THE METER SHALL NOT BE BLOCKED BY GATES, WALLS OR FENCES.
 - THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY DHI TITLE OF CENTRAL TEXAS, DATED 2020, EFFECTIVE DATE OF _____, 2020. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
 - FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "GBI PARTNERS" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS, LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION AND PRIOR TO LOT CONSTRUCTION.
 - THIS PLAT LIES WITHIN FORT BEND COUNTY LIGHTING ORDINANCE ZONE NO.2.
 - SIDEWALKS MUST BE CONSTRUCTED AS A PART OF ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT.
 - NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
 - T.B.M. INDICATES TEMPORARY BENCHMARK: TBM-B: CHISELED BOX ON TOP OF A TYPE "C" CURB INLET LOCATED AT THE WESTERLY SIDE OF THE INTERSECTION OF FARTHING LANE AND DAPPLED OAK STREET.

ELEVATION = 60.50', NGVD29, 1973 ADJ.
 - ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS.
 - THE PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
 - SIDEWALKS SHALL BE BUILT OR CAUSED TO BE BUILT NOT LESS THAN 5-FEET IN WIDTH ON BOTH SIDES OF ALL DEDICATED RIGHTS-OF-WAY WITHIN SAID PLAT AND ON CONTIGUOUS RIGHT-OF-WAY OF ALL PERIMETER ROADS SURROUNDING SAID PLAT, IN ACCORDANCE WITH ADA REQUIREMENTS.
 - ONE-FOOT RESERVE DEDICATED TO THE CITY IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED PURSUANT TO A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.
 - SITE PLANS SHALL BE SUBMITTED TO FORT BEND COUNTY AND ANY OTHER APPLICABLE JURISDICTION FOR REVIEW AND APPROVAL. DEVELOPMENT PERMITS AND ALL OTHER APPLICABLE PERMITS SHALL BE OBTAINED FROM FORT BEND COUNTY PRIOR TO BEGINNING CONSTRUCTION.

FINAL PLAT OF
CALDWELL RANCH BOULEVARD PHASE 1
STREET DEDICATION

A SUBDIVISION OF 8.785 ACRES OF LAND SITUATED IN THE WILLIAM HALL LEAGUE, ABSTRACT 31, FORT BEND COUNTY, TEXAS; ALSO BEING A PARTIAL REPLAT OF LOTS 3, 4, 5 & 6 OF THE T.W. & J.W.B. HOUSE SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 301 OF THE FORT BEND COUNTY DEED RECORDS.

3 RESERVES (0.649 ACRES)

MAY 13, 2020 JOB NO. 1931-8054C.310C

OWNERS:

D.R. HORTON-TEXAS, LTD.

A TEXAS LIMITED PARTNERSHIP

JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT

6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407

PH. 281.566.2100

SURVEYOR:



GBI PARTNERS, L.P.
LAND SURVEYING CONSULTANTS
4704 VISTA ROAD - PASADENA, TX 77508
PHONE: 817-469-4694 - www.gbipartners.com
TXPELS FIRM # 10130300

JON P. BORDOVSKY, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6405

ENGINEER:

LJA Engineering, Inc.

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

MICHAEL S. RUSK, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 89457



AGENDA COMMENTARY

Meeting Date: 6/4/2020

Department: Engineering

Contact: Michelle H. Segovia, City Engineer

Agenda Item: Consider a final plat of Fort Bend ISD High School No 12 (located in the City of Alvin's ETJ along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 76.963 acres out of the William Hall Survey, Abstract 31, Fort Bend County, Texas.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☒Plat ☐Discussion & Direction ☐Other

Summary: On April 30, 2020, the Engineering Department received the final plat of Fort Bend ISD High School No 12 for review. This subdivision is in the City of Alvin's Extraterritorial Jurisdiction (ETJ) located along the east side of FM 521 and north of Juliff-Manvel Road. This final plat consists of 1 block and 1 reserve which is being platted for the construction of a new Fort Bend ISD high school. This plat complies with all requirements of the City's Subdivision Ordinance.

This property was included on the Master Preliminary Plat of Caldwell Ranch that was approved by Council May 7, 2020.

The City Planning Commission unanimously approved the plat at their meeting on May 19, 2020. Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 6/1/2020 SLH

Supporting documents attached:

- Final Plat of Fort Bend ISD High School No 12

Recommendation: Move to approve the final plat of Fort Bend ISD High School No 12 (located in the City of Alvin's ETJ along the east side of FM 521 and north of Juliff-Manvel Road), being a subdivision of 76.963 acres out of the William Hall Survey, Abstract 31, Fort Bend County, Texas.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

STATE OF TEXAS

COUNTY OF FORT BEND

We, Fort Bend Independent School District acting by and through Jason Burdine, President and Dave Rosenthal, Secretary, being officers of Fort Bend Independent School District, owners of the 76.957 acre tract described in the above and foregoing map of Fort Bend ISD High School No 12, do hereby make and establish said subdivision and development plat of said property according to all lines, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets), alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind myself (or ourselves), my (or our) heirs and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, We do hereby dedicate for public utility purposes an unobstructed aerial easement five (5) feet in width from a plane twenty (20) feet above the ground level upward, located adjacent to all public utility easements shown hereon.

FURTHER, We do hereby declare that all parcels of land designated as lots on this plat are intended for the construction of single family residential dwelling units thereon (or the placement of mobile homes) and shall be restricted for same under the terms and conditions of such restrictions filed separately.

FURTHER, We do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to prevent the drainage of any septic tanks into any public or private street, road or alley or any drainage ditch, either directly or indirectly.

FURTHER, We do hereby acknowledge the receipt of the "Orders for Regulation of outdoor lighting in the unincorporated areas of Fort Bend County, Texas", and do hereby covenant and agree and shall comply with this order as adopted by Fort Bend County Commissioners' Court on March 23, 2004, and any subsequent amendments.

IN TESTIMONY WHEREOF, the Fort Bend Independent School District has caused these presents to be signed by Jason Burdine, its President, hereunto authorized, attested by its Secretary, Dave Rosenthal, and its common seal hereunto affixed this ____ day of _____, 2020.

Fort Bend Independent School District

By: _____
Jason Burdine, President

By: _____
Dave Rosenthal, Secretary

STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Jason Burdine, President and Dave Rosenthal, Secretary known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

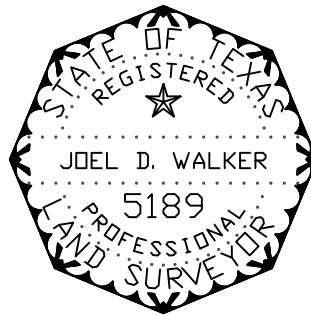
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this ____ day of _____, 2020.

Notary Public in and for _____ County, Texas

(Print Name)

I, Joel D. Walker, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct, was prepared from an actual survey of the property made under my supervision on the ground and that all boundary corners, angles points of curvature and other points of reference have been marked with iron (or other suitable permanent ferrous metal) pipes and a length of not less than three (3) feet.

Joel D. Walker Date
Texas Registration No. 5189



I, Bryson K. Ewing, a Professional Engineer registered in the State of Texas do hereby certify that this plat meets all requirements of Fort Bend County to the best of my knowledge.

Bryson K. Ewing, P.E. Date

I, J. Stacy Slawinski, Fort Bend County Engineer, do hereby certify that the plat of this subdivision complies with all of the existing rules and regulations of this office as adopted by the Fort Bend County Commissioners' Court. However, no certification is hereby given as to the effect of drainage from this subdivision on the intercepting drainage artery or parent stream or on any other area or subdivision within the watershed.

J. Stacy Slawinski
Fort Bend County Engineer

Approved by Commissioners' Court of Fort Bend County, Texas, this ____ day of _____, 2020.

Vincent Morales, Jr.
Precinct 1, County Commissioner

Grady Prestage
Precinct 2, County Commissioner

KP George
Precinct 2, County Commissioner

W.A. "Andy" Meyers
Precinct 3, County Commissioner

Ken R. DeMerchant
Precinct 4, County Commissioner

I, Laura Richard, County Clerk in and for Fort Bend County, hereby certify that the foregoing instrument with its certificate of authentication was filed for recordation in my office on _____, 2020, at _____ o'clock ____M. in Plat Number _____ of the plat records of Fort Bend County, Texas.

Witness my hand and seal of office, at Richmond, Texas. the day and date last above written.

County Clerk Fort Bend County, Texas

By: _____
Deputy

City of Alvin Approval

Paul Horn, City Mayor

Dixie Roberts, City Secretary

Michelle Segovia, City Engineer

NOTES:

1. The coordinates shown hereon are Texas South Central Zone No. 4204, State Plane Coordinates (NAD83) and may be brought to surface (Local Coordinates) by dividing the depicted coordinate by the following combined scale factor of 0.99986771546 (X÷S.F.=SURFACE VALUE).

2. Bearings depicted hereon are based on Texas State Plane Coordinate System, South Central Zone (NAD83).

3. According to F.I.R.M. Map No. 48157C0455L (Community-Panel No. 4802280455i), Map Revised Date: April 2, 2014, the subject property lies within the area designated as Zone "X" unshaded. Determined to be outside the 0.2% annual chance flood.

This statement is based on scaling the location of the subject tract on the above referenced map. This information is to determine flood insurance rates only and is not intended to identify specific flooding conditions.

4. Sidewalks must be constructed as part of the issuance of a building permit for each tract.

5. No building permits will be issued until all the storm drainage improvements, which may include detention, have been constructed.

6. This plat lies wholly within City of Alvin ETJ, Fort Bend County, Texas.

7. The owner abandons the 50 foot Unimproved Road Easement recorded under Volume 7, Page 301 of the Fort Bend County Deed Records.

8. Sidewalks shall be built or caused to be built no less than 5 feet in width on both sides of all dedicated Rights-of-Way within said Plat and on the contiguous Right-of-Way of all perimeter roads surrounding said Plat, in accordance with the A.D.A.

9. All Drainage Easements to be kept clear of fences, buildings vegetation and other obstructions to the operations and maintenance of the drainage facility.

10. There are no known pipelines or pipeline easements within the limits of the Plat boundary.

11. The Plat is located in Lighting Zone L22

12. Site plans shall be submitted to Fort Bend County and any other applicable jurisdiction for review and approval to obtain a Development Permit. Development Permits and all other applicable permits shall be obtained from Fort Bend County prior to beginning construction.

76.957 ACRE
WILLIAM HALL SURVEY
ABSTRACT NO. 32
FORT BEND COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 76.957 acre tract of land located in the William Hall Survey, Abstract Number 32, Fort Bend County, Texas and said 76.957 acre tract of land being all of the called 76.957 acre tract described in the deed to Fort Bend Independent School District, recorded under Fort Bend County Clerk's File Number (F.B.C.C.F. No.) 2020020102, said 76.957 acre tract being more particularly described by metes and bounds as follows: (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.)

COMMENCING at 5/8-inch iron rod with cap stamped "Miller Surveying" found marking the southeast corner of Glendale Lakes Section 3, a subdivision recorded under Plat Number (No.) 20190224 Fort Bent County Plat Records (F.B.C.P.R.);

THENCE, South 86 degrees 55 minutes 29 seconds West, along the southerly line of said Glendale Lakes Section 3 and the northerly line of the remainder of the called 353.926 acre tract described in the deed to 258 Colony Investments, LLC. recorded under F.B.C.C.F. No. 2019127946, a distance of 114.51 feet, to a 5/8-inch iron rod with cap stamped "GBI" found marking the POINT OF BEGINNING and northwest corner of said remainder of called 353.926 acre tract, and the northeast corner of aforesaid called 76.957 acre tract and the herein described tract;

THENCE, South 02 degrees 31 minutes 59 seconds East, along the a westerly line of said remainder of called 353.926 acre tract and the easterly line of said called 76.957 acre tract, a distance of 1,220.14 feet, to a 5/8-inch iron rod with cap stamped "GBI" found in the northerly line of the remainder of a called 79.261 acre tract described in the deed to D.R. Horton Texas, LTD. recorded under F.B.C.C.F. No. 2019129484 and northerly Right-of-Way (R.O.W.) line of future Caldwell Ranch Boulevard (base on a width of 70 feet) marking an interior corner of said remainder of called 79.261 acre tract and the beginning of a curve to the left, and the southeast corner of said called 76.957 acre tract and the herein described tract;

THENCE, in southwesterly direction, along the northerly line of said remainder of called 79.261 acre tract same being the northerly R.O.W. line of said future Caldwell Ranch Boulevard common with the southerly line of said called 76.957 acre tract and along a curve to the left having a radius of 2,090.00 feet, a central angel of 04 degrees 46 minutes 42 seconds (chord bears, South 73 degrees 56 minutes 26 seconds West, 174.25 feet) and an arc distance of 174.30 feet, to 5/8-inch iron rod with cap stamped "GBI" found marking the point of tangent in the southerly line of said called 76.957 acre tract and the herein described tract;

THENCE, South 71 degrees 33 minutes 05 seconds West, continuing along said common line, distance of 421.53 feet, to a 5/8-inch iron rod with cap stamped "GBI" found marking the beginning of a curve to the right in the southerly line of said called 76.957 acre tract and the herein described tract;

THENCE, in a southwesterly direction, continuing along said common line and along said curve to the right, having a radius of 2,910.00 feet, a central angle of 15 degrees 23 minutes 57 seconds (chords bears, South 79 degrees 15 minutes 03 seconds West, 779.76 feet) and an arc distance of 782.11 feet, to a 5/8-inch iron rod with cap stamped "GBI" found marking the point of tangent in the southerly line of said called 76.957 acre tract and the herein described tract;

THENCE, South 86 degrees 57 minutes 01 seconds West, continuing along said common line, a distance of 592.99 feet, to a 5/8-inch iron rod with cap stamped "GBI" found marking the beginning of a curve to the left in the southerly line of said called 76.957 acre tract and the herein described tract;

THENCE, in a southwesterly direction, continuing along said common line and said curve to the left, having a radius of 5,040.00 feet, a central angle of 02 degrees 25 minutes 31 seconds (chord bears, South 85 degrees 44 minutes 16 seconds West, 213.32 feet) and an arc distance of 213.34 feet, to a 5/8-inch iron rod with cap stamped "GBI" found marking the point of tangent in the southerly line of said called 76.957 acre tract and the herein described tract;

THENCE, South 84 degrees 31 minutes 30 seconds West, continuing along said common line, a distance of 58.39 feet, to a 5/8-inch iron rod with cap stamped "GBI" found marking the most westerly northwest corner of aforesaid remainder of called 79.261 acre tract and an interior corner of said called 76.957 acre tract and the herein described tract

THENCE, South 03 degrees 05 minutes 12 seconds East, along the westerly line of said remainder of called 79.261 acre tract and the easterly line of said called 76.957 acre tract, distance of 28.94 feet, to an exterior corner in the northerly line of the remainder of a called 83.238 acre tract described in the deed to D.R. Horton Texas, LTD. recorded under F.B.C.C.F. No. 2019127035 and to the beginning of a curve to the left and an exterior corner of said called 76.957 acre tract and the herein described tract;

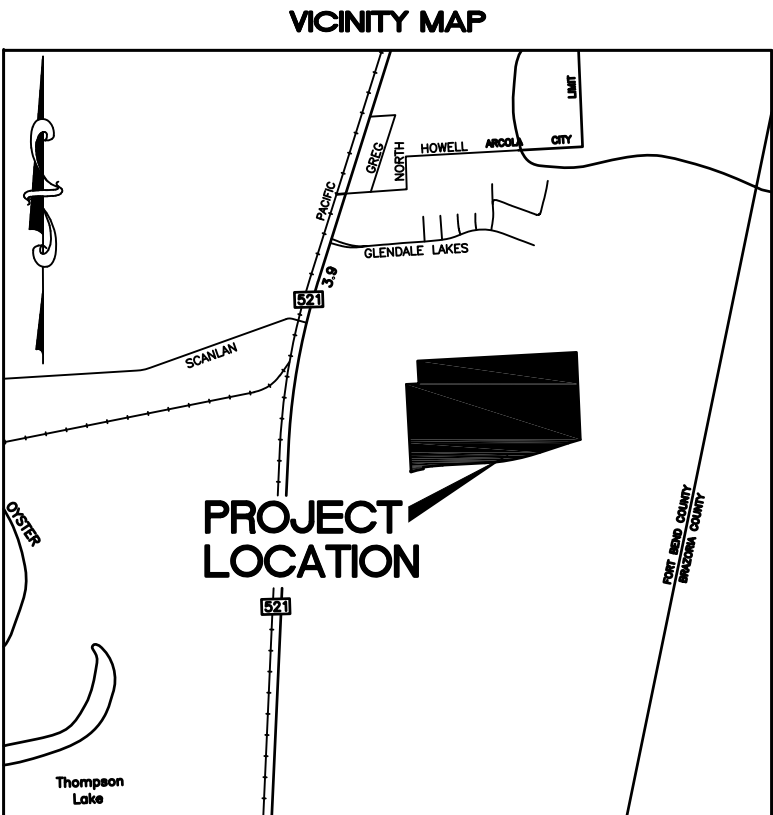
THENCE, in a southwesterly direction, along the southerly line of said called 76.957 acre tract and the northerly line of said remainder of called 83.238 acre tract, having a radius of 1,060.00 feet, a central angle of 09 degrees 38 minutes 37 seconds (chord bears, South 76 degrees 06 minutes 48 seconds West, 178.20 feet) and an arc distance of 178.41 feet, to the easterly line of Fort Bend I.S.D. Ferndell Henry Center for Learning, a subdivision recorded under Plat No. 20110173 F.B.C.P.R., being an exterior corner of said remainder of called 83.238 acre tract and the southwest corner of said called 76.957 acre tract and the herein described tract;

THENCE, North 03 degrees 05 minutes 05 seconds West, along the easterly line of said Fort Bend I.S.D. Ferndell Henry Center for Learning and the westerly line of said called 76.957 acre tract, a distance of 1,224.51 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set marking the southwest corner of the called 1.284 acre tract described in the deed to Fort Bend County M.U.D. No. 141 recorded under F.B.C.C.F. No. 2018043550 and the most westerly northwest corner of said called 76.957 acre tract and the herein described tract, from which a 5/8-inch iron rod with cap found, bears North 86 degrees 15 minutes East, 2.88 feet;

THENCE, North 86 degrees 54 minutes 45 seconds East, along the southerly line of said called 1.284 acre tract and along a northerly line of said called 76.957 acre tract, a distance of 175.00 feet, to a 5/8-inch iron rod with orange plastic cap stamped "West Belt Surveying Inc" set the southeast corner of said called 1.284 acre tract and an interior corner of said called 76.957 acre and the herein described tract, from which a 5/8-inch iron rod with cap found bears, North 89 degrees 41 minutes East, 2.91 feet;

THENCE, North 03 degrees 05 minutes 12 seconds West, along the easterly line of said called 1.284 acre tract and the westerly line of said called 76.957 acer tract, a distance of 319.53 feet, to a 2-inch iron pipe found marking the northeast corner of said called 1.284 acre tract and the southeast corner of the called 48.60 acre tract described in the deed to Emma Ruth Bly recorded under F.B.C.C.F. No. 2004149678 and the southwest corner of the called 9.081 acre tract described in the deed to Fort Bend County M.U.D. No. 141 recorded under F.B.C.C.F. No. 2018043550 and the northwest corner of said called 76.957 acre tract and the herein described tract;

THENCE, North 86 degrees 55 minutes 29 seconds East, along the southerly line of said called 9.081 acre tract and the southerly line of aforesaid Glendale Lakes Section 3 common with the north line of said called 76.957 acre tract, a distance of 2,225.47 feet, to the POINT OF BEGINNING and containing a computed area of 76.957 acres of land.



KEY MAP 651U&Y
SCALE 1" = 3000'

FINAL PLAT
OF
**FORT BEND ISD
HIGH SCHOOL
No 12**

A SUBDIVISION OF
76.957 ACRES
OUT OF THE
**WILLIAM HALL SURVEY,
ABSTRACT NO. 31
FORT BEND COUNTY, TEXAS**

1 BLOCK 1 RESERVE

MAY 13, 2020

WEST BELT
SURVEYING, INC.

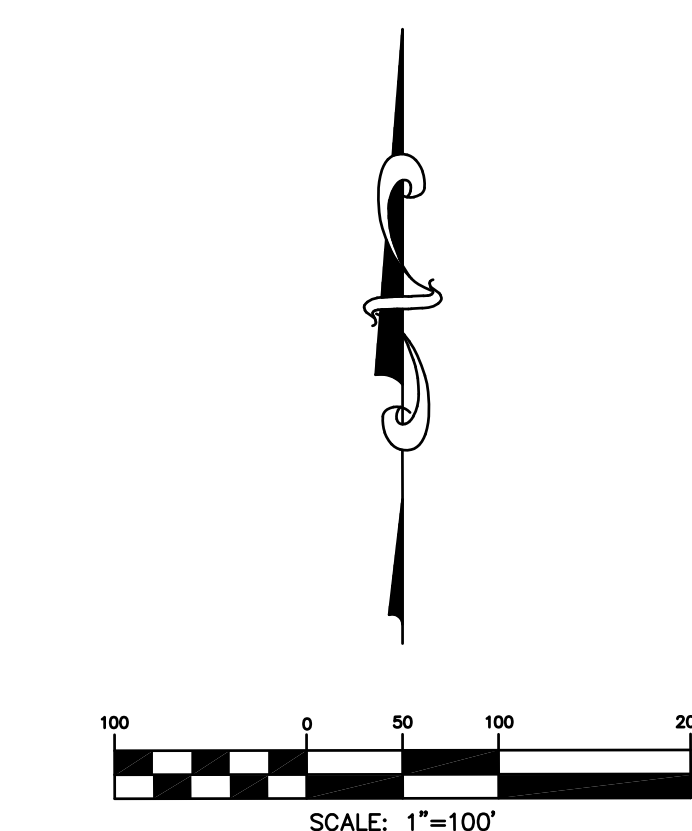
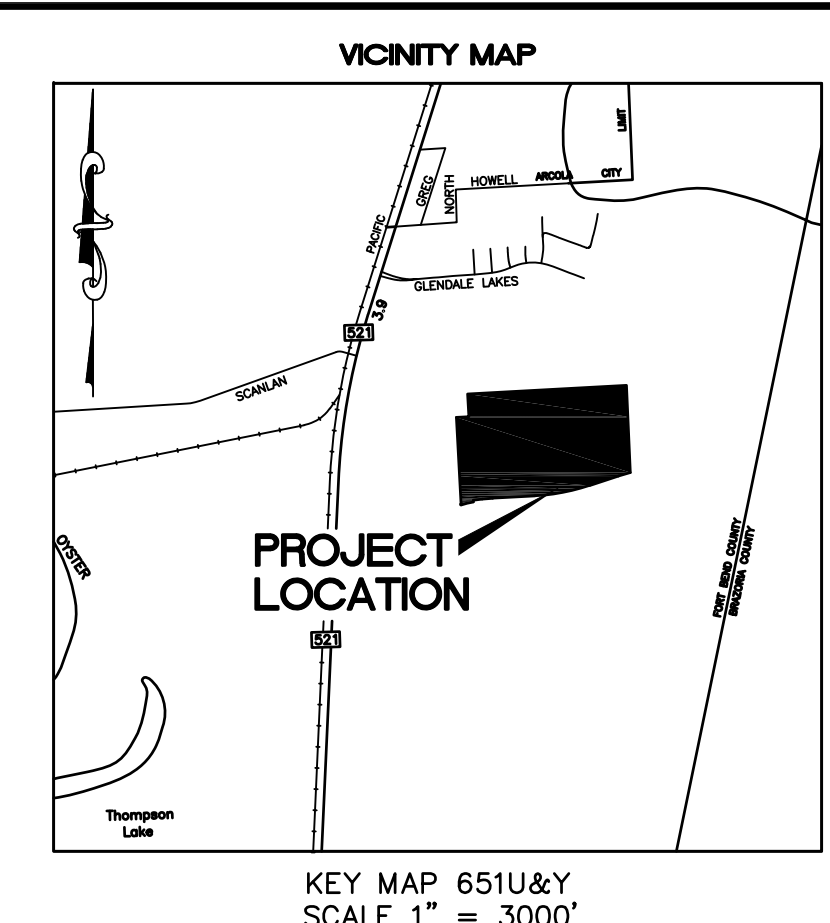
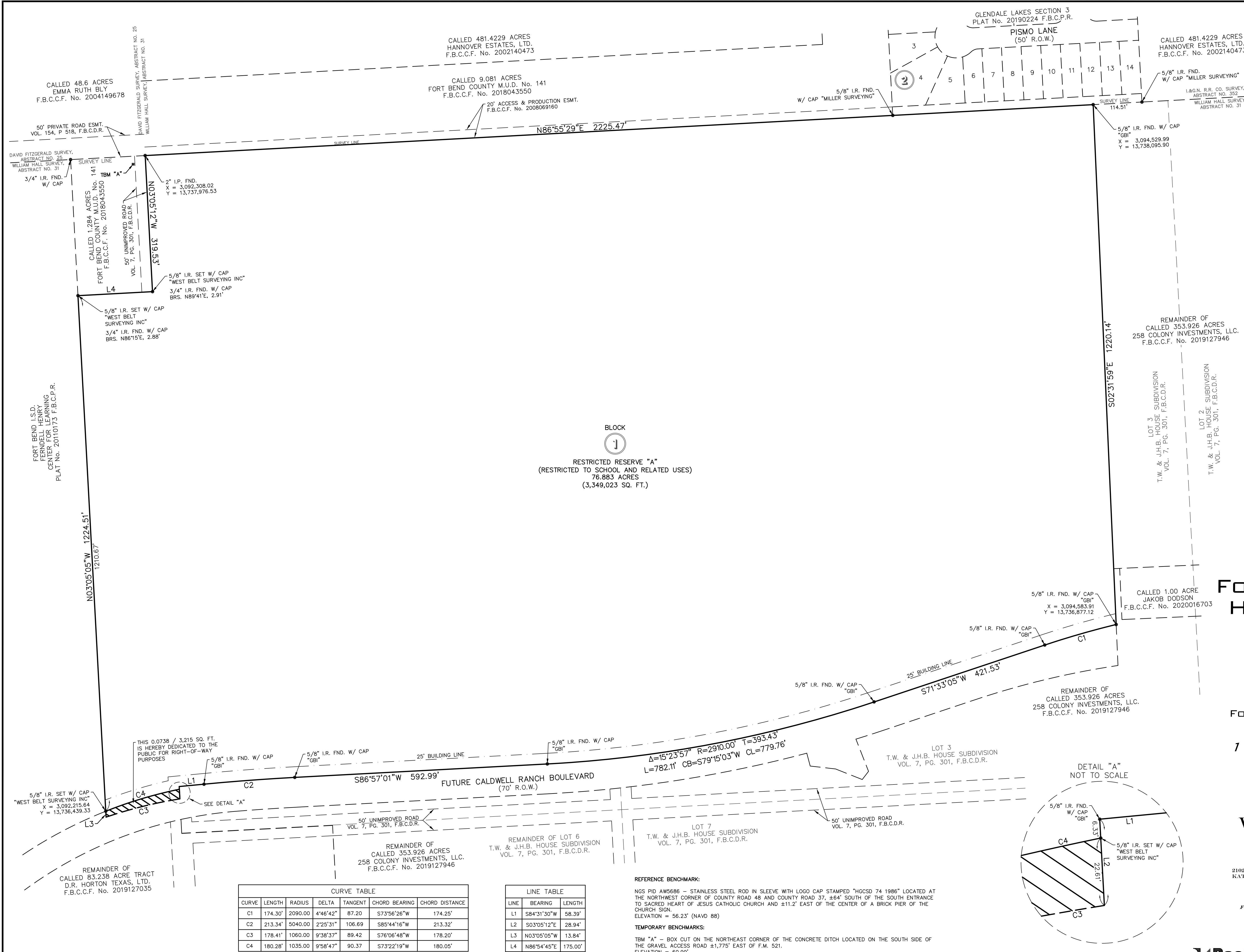
21020 PARK ROW PHONE: (281) 590-8288
KATY, TEXAS 77449 FAX: (281) 492-4026

CERTIFIED FIRM NO. 10073800

OWNER:
FORT BEND INDEPENDENT SCHOOL DISTRICT
16431 LEXINGTON BOULEVARD
SUGAR LAND, TEXAS
281-634-1000



20329 STATE HWY 249, SUITE 350
HOUSTON, TX 77070 281.883.0103
TX REG. ENGINEERING FIRM E-469
TX REG. SURVEYING FIRM LS-10008000



ABBREVIATIONS:

ESMT.—EASEMENT
FND.—FOUND
FT.—FEET
F.B.C.C.F.—FORT BEND COUNTY CLERK'S FILE
F.B.C.D.R.—FORT BEND COUNTY DEED RECORDS
F.B.C.M.R.—FORT BEND COUNTY PLAT RECORDS
I.P.—IRON PIPE
I.R.—IRON ROD
No.—NUMBER
PG.—PAGE
R.O.W.—RIGHT-OF-WAY
SQ.—SQUARE
VOL.—VOLUME

**FINAL PLAT
OF
FORT BEND ISD
High School
No 12**

**A SUBDIVISION OF
76.957 ACRES
OUT OF THE
WILLIAM HALL SURVEY,
ABSTRACT NO. 31
FORT BEND COUNTY, TEXAS**

1 BLOCK 1 RESERVE

MAY 13, 2020

**WEST BELT
SURVEYING, INC.**

21020 PARK ROW
KATY, TEXAS 77449
PHONE: (281) 590-8288
FAX: (281) 492-4026
CERTIFIED FIRM NO. 10073800
OWNER:
FORT BEND INDEPENDENT SCHOOL DISTRICT
16431 LEXINGTON BOULEVARD
SUGAR LAND, TEXAS
281-634-1000

Pacheco Koch
20329 STATE HWY 249, SUITE 350
HOUSTON, TX 77070 281.883.0103
TX REG. ENGINEERING FIRM E-469
TX REG. SURVEYING FIRM LS-10008000



AGENDA COMMENTARY

Meeting Date: 6/4/2020

Department: Engineering

Contact: Michelle H. Segovia, City Engineer

Agenda Item: Consider a final plat of Southern Colony Expansion Phase 1 Section 3 (located in the City of Alvin's ETJ along the east side of FM 521 and north of Juliff-Manvel Road), being a planned unit development subdivision of 36.030 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas, and Abstract 713 in Brazoria County, Texas, also being a partial replat of lot 11 of the T.W. and J.W.B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County Deed Records.

Type of Item: ☐Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☒Plat ☐Discussion & Direction ☐Other

Summary: On April 30, 2020, the Engineering Department received the final plat of Southern Colony Expansion Phase 1 Sections 3 for review. This subdivision is in the City of Alvin's Extraterritorial Jurisdiction (ETJ) located along the east side of FM 521 and north of Juliff-Manvel Road. This Final Plat consists of 148 lots, 4 reserves, and 4 blocks. This plat complies with all requirements of the Planned Unit Development Section of the City's Subdivision Ordinance.

The Master Preliminary Plat of Southern Colony Expansion Phase 1, which contains this section, was approved by City Council on March 7, 2019.

The City Planning Commission unanimously approved the plat at their meeting on May 19, 2020. Staff recommends approval.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☒ Required ☐ **Date Completed:** 6/1/2020 SLH

Supporting documents attached:

- Final Plat of Southern Colony Expansion Phase 1 Section 3

Recommendation: Move to approve the final plat of Southern Colony Expansion Phase 1 Section 3 (located in the City of Alvin's ETJ along the east side of FM 521 and north of Juliff-Manvel Road), being a planned unit development subdivision of 36.030 acres of land situated in the William Hall League, Abstract 31, Fort Bend County, Texas, and Abstract 713 in Brazoria County, Texas, also being a partial replat of lot 11 of the T.W. and J.W.B. House Subdivision, as recorded in volume 7, page 301 of the Fort Bend County Deed Records.

Reviewed by Department Head, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by City Manager ☒

STATE OF TEXAS
COUNTY OF FORT BEND

WE, D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, ACTING BY AND THROUGH JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT, BEING AN OFFICER OF D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, OWNERS HEREMFTER REFERRED TO AS OWNERS OF THE 36.030 ACRE TRACT DESCRIBED IN THE ABOVE AND FOREGOING PLAT OF SOUTHERN COLONY EXPANSION PHASE 1 SECTION 3, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION PLAT OF SAID PROPERTY ACCORDING TO ALL LINES, DEDICATIONS, RESTRICTIONS AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIRS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

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

FURTHER, OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER UNOBSTRUCTED AERIAL EASEMENTS, THE AERIAL EASEMENTS SHALL EXTEND HORIZONTALLY AN ADDITIONAL TEN FEET (10' 0") FOR TEN FEET (10' 0") BACK-TO-BACK GROUND EASEMENTS, OR EIGHT FEET (8' 0") FOR FOURTEEN FEET (14' 0") BACK-TO-BACK GROUND EASEMENTS OR SEVEN FEET (7' 0") FOR SIXTEEN FEET (16' 0") BACK-TO-BACK GROUND EASEMENTS, FROM A PLANE SIXTEEN FEET (16' 0") ABOVE GROUND LEVEL UPWARD, LOCATED ADJACENT TO BOTH SIDES AND ADJOINING SAID PUBLIC UTILITY EASEMENTS THAT ARE DESIGNATED WITH AERIAL EASEMENTS (U.E. AND A.E.) AS INDICATED AND DEPICTED HEREON, WHEREBY THE AERIAL EASEMENT TOTALS THIRTY FEET (30' 0") IN WIDTH.

FURTHER, OWNERS DO HEREBY DECLARE THAT ALL PARCELS OF LAND DESIGNATED AS LOTS ON THIS PLAT ARE INTENDED FOR THE CONSTRUCTION OF SINGLE FAMILY RESIDENTIAL DWELLING UNITS THEREON AND SHALL BE RESTRICTED FOR SAME UNDER THE TERMS AND CONDITIONS OF SUCH RESTRICTIONS FILED SEPARATELY.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT IS HEREBY RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNERS DO HEREBY DEDICATE TO THE PUBLIC A STRIP OF LAND TWENTY (20) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL BAYOUS, CREEKS, GULLIES, RAVINES, DRAWS, AND DRAINAGE DITCHES LOCATED IN SAID SUBDIVISION, AS EASEMENTS FOR DRAINAGE PURPOSES, AND FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT IS HEREBY RESTRICTED TO PREVENT THE DRAINAGE OF ANY SEPTIC TANKS INTO ANY PUBLIC OR PRIVATE STREET, ROAD OR ALLEY OR ANY DRAINAGE DITCH, EITHER DIRECTLY OR INDIRECTLY.

FURTHER, OWNERS DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS SUBDIVISION AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAY SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS, DITCHES, FENCES, BUILDINGS, EXCESSIVE VEGETATION AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ABUTTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER, OWNERS DO HEREBY CERTIFY THAT THEY ARE THE OWNERS OF ALL PROPERTY IMMEDIATELY ADJACENT TO THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION OF SOUTHERN COLONY EXPANSION PHASE 1 SECTION 3 WHERE BUILDING SETBACK LINES OR PUBLIC UTILITY EASEMENTS ARE TO BE ESTABLISHED OUTSIDE THE BOUNDARIES OF THE ABOVE AND FOREGOING SUBDIVISION AND DO HEREBY MAKE AND ESTABLISH ALL BUILDING SETBACK LINES AND DEDICATE TO THE USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS SHOWN IN SAID ADJACENT ACREAGE.

FURTHER, OWNERS DO HEREBY ACKNOWLEDGE THE RECEIPT OF THE "ORDERS FOR REGULATION OF OUTDOOR LIGHTING IN THE UNINCORPORATED AREAS OF FORT BEND COUNTY, TEXAS", AND DO HEREBY COVENANT AND AGREE AND SHALL COMPLY WITH THIS ORDER AS ADOPTED BY FORT BEND COUNTY COMMISSIONERS' COURT ON MARCH 23, 2004, AND ANY SUBSEQUENT AMENDMENTS.

IN TESTIMONY WHEREOF, D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, HAS CAUSED THESE PRESENTS TO BE SIGNED BY JONATHAN WOODRUFF, ITS ASSISTANT VICE PRESIDENT, THEREUNTO AUTHORIZED,

THIS _____ DAY OF _____, 2020.

D.R. HORTON-TEXAS, LTD.,
A TEXAS LIMITED PARTNERSHIP

BY: _____
JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT

STATE OF TEXAS
COUNTY OF FORT BEND

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT OF D.R. HORTON-TEXAS, LTD., A TEXAS LIMITED PARTNERSHIP, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED.

GVEN UNDER MY HAND AND SEAL OF OFFICE,

THIS _____ DAY OF _____, 2020.

NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

I, JON P. BORDOVSKY, A REGISTERED PROFESSIONAL LAND SURVEYOR, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION WAS PREPARED FROM AN ACTUAL SURVEY OF THE PARENT TRACT PROPERTY, MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE OF THE PERIMETER BOUNDARY ONLY WILL BE MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVE AN OUTSIDE DIAMETER OF NOT LESS THAN FIVE EIGHTHS (5/8) INCH AND A LENGTH OF NOT LESS THAN THREE (3) FEET WITH PLASTIC CAP MARKED "GBI PARTNERS" UNLESS OTHERWISE NOTED AT THE TIME OF RECORDEATION AND THE PLAT CORNERS HAVE BEEN TIED TO THE TEXAS COORDINATE SYSTEM OF NAD 1983, SOUTH CENTRAL ZONE. (SEE NOTE 13)

JON P. BORDOVSKY, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6405



I, MICHAEL S. RUSK, A PROFESSIONAL ENGINEER REGISTERED IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THIS PLAT MEETS ALL REQUIREMENTS OF FORT BEND COUNTY TO THE BEST OF MY KNOWLEDGE.

MICHAEL S. RUSK, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 89457



CITY OF ALVIN APPROVAL

PAUL HORN, MAYOR

DIXIE ROBERTS, CITY SECRETARY

MICHELLE SEGOVIA, CITY ENGINEER

BEING A TRACT CONTAINING 36.030 ACRE OF LAND, LOCATED IN THE WILLIAM HALL SURVEY, ABSTRACT 31, IN FORT BEND COUNTY, TEXAS AND ABSTRACT 713 IN BRAZORIA COUNTY, TEXAS; SAID 36.030 ACRE TRACT BEING A PORTION OF A CALL 93.567 ACRE TRACT STYLED AS PARCEL ONE, TRACT 1 AND RECORDED IN THE NAME OF D.R. HORTON-TEXAS, LTD. IN FILE NUMBER 2019129484 OF THE OFFICIAL RECORDS OF FORT BEND COUNTY (O.R.F.B.C.); SAID 36.030 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS (BEARINGS BEING BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NAD 83, AS DERIVED FROM GPS OBSERVATIONS):

COMMENCING AT THE NORTHWESTERLY CORNER OF SAID 93.567 ACRE TRACT AND THE NORTHEASTERLY CORNER OF RESERVE "C", SOUTHERN COLONY 4A, A SUBDIVISION RECORDED IN PLAT NUMBER 20180188 OF THE FORT BEND COUNTY PLAT RECORDS (F.B.C.P.R.);

THENCE, THROUGH AND ACROSS SAID 93.567 ACRE TRACT AND A CALL 353.928 ACRE TRACT RECORDED IN THE NAME OF 259 COLONY INVESTMENTS, LLC IN FILE NUMBER 2019127946 OF THE O.R.F.B.C., SOUTH 89 DEGREES 10 MINUTES 52 SECONDS EAST, A DISTANCE OF 1840.50 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

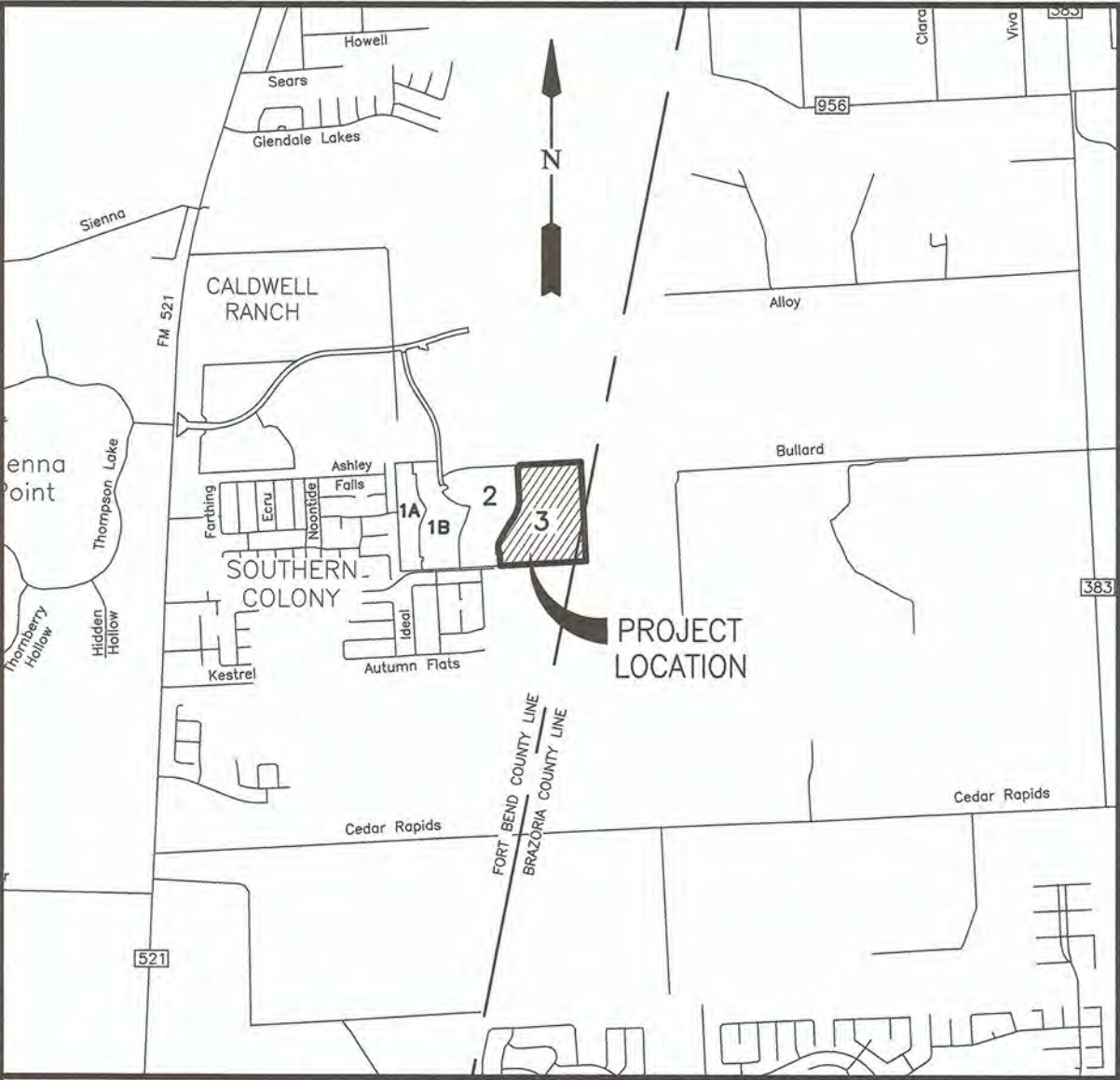
THENCE, CONTINUING THROUGH AND ACROSS SAID 93.567 ACRE TRACT, NORTH 86 DEGREES 55 MINUTES 04 SECONDS EAST, A DISTANCE OF 898.94 FEET TO THE EASTERLY LINE OF SAID 93.567 ACRE TRACT AND BEING THE COMMON LINE BETWEEN LOTS 10 AND 11, T.W. AND J.H.B. HOUSE SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 301 OF THE FORT BEND COUNTY DEED RECORDS (F.B.C.D.R.);

THENCE, WITH SAID COMMON LINE, SOUTH 03 DEGREES 04 MINUTES 56 SECONDS EAST, A DISTANCE OF 1461.77 FEET TO A 3/4-INCH IRON PIPE FOUND AT THE SOUTHEASTERLY CORNER OF SAID 93.567 ACRE TRACT, THE SOUTHEASTERLY CORNER OF SAID LOT 11 AND THE NORTHEASTERLY CORNER OF A CALL 44.99 ACRE TRACT RECORDED IN THE NAME OF PAUL SCHERER, ET AL IN VOLUME 593, PAGE 263 OF THE O.R.F.B.C.;

THENCE, WITH THE NORTHERLY LINE OF SAID 44.99 ACRE TRACT, SOUTH 86 DEGREES 45 MINUTES 02 SECONDS WEST, A DISTANCE OF 1262.94 FEET;

THENCE, THROUGH AND ACROSS AFORESAID 93.567 ACRE TRACT, THE FOLLOWING SIXTEEN (16) COURSES:

1. NORTH 03 DEGREES 14 MINUTES 58 SECONDS WEST, A DISTANCE OF 190.00 FEET;
2. SOUTH 86 DEGREES 45 MINUTES 02 SECONDS WEST, A DISTANCE OF 16.53 FEET;
3. NORTH 03 DEGREES 14 MINUTES 58 SECONDS WEST, A DISTANCE OF 104.27 FEET;
4. NORTH 09 DEGREES 40 MINUTES 05 SECONDS EAST, A DISTANCE OF 46.97 FEET;
5. NORTH 26 DEGREES 15 MINUTES 27 SECONDS EAST, A DISTANCE OF 48.09 FEET;
6. NORTH 30 DEGREES 07 MINUTES 31 SECONDS EAST, A DISTANCE OF 310.00 FEET;
7. SOUTH 59 DEGREES 52 MINUTES 29 SECONDS EAST, A DISTANCE OF 4.77 FEET;
8. NORTH 30 DEGREES 07 MINUTES 31 SECONDS EAST, A DISTANCE OF 110.00 FEET;
9. NORTH 27 DEGREES 00 MINUTES 27 SECONDS EAST, A DISTANCE OF 48.99 FEET;
10. NORTH 21 DEGREES 38 MINUTES 32 SECONDS EAST, A DISTANCE OF 48.79 FEET;
11. NORTH 15 DEGREES 26 MINUTES 59 SECONDS EAST, A DISTANCE OF 48.79 FEET;
12. NORTH 09 DEGREES 35 MINUTES 40 SECONDS EAST, A DISTANCE OF 48.79 FEET;
13. NORTH 03 DEGREES 24 MINUTES 07 SECONDS EAST, A DISTANCE OF 48.79 FEET;
14. NORTH 02 DEGREES 20 MINUTES 46 SECONDS WEST, A DISTANCE OF 49.49 FEET;
15. NORTH 03 DEGREES 03 MINUTES 21 SECONDS WEST, A DISTANCE OF 420.27 FEET;
16. NORTH 41 DEGREES 56 MINUTES 16 SECONDS EAST, A DISTANCE OF 50.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 36.030 ACRES OF LAND.



VICINITY MAP

SCALE: 1" = 1/2 MILE

KEY MAP NO. 651Y

I, J. STACY SLAWINSKI, FORT BEND COUNTY ENGINEER, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE FORT BEND COUNTY COMMISSIONERS' COURT. HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON THE INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OR SUBDIVISION WITHIN THE WATERSHED.

J. STACY SLAWINSKI, P.E.
FORT BEND COUNTY ENGINEER

APPROVED BY THE COMMISSIONERS' COURT OF FORT BEND COUNTY, TEXAS,

THIS _____ DAY OF _____, 2020.

VINCENT M. MORALES, JR.
PRECINCT 1, COUNTY COMMISSIONER

GRADY PRESTAGE
PRECINCT 2, COUNTY COMMISSIONER

KP GEORGE
COUNTY JUDGE

W. A. (ANDY) MEYERS
PRECINCT 3, COUNTY COMMISSIONER

KEN R. DEMERCHANT
PRECINCT 4, COUNTY COMMISSIONER

I, LAURA RICHARD, COUNTY CLERK IN AND FOR FORT BEND COUNTY, HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORDEATION IN MY OFFICE ON _____, 2020 AT _____ O'CLOCK _____M. IN PLAT NUMBER _____ OF THE PLAT RECORDS OF FORT BEND COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE, AT RICHMOND, TEXAS. THE DAY AND DATE LAST ABOVE WRITTEN.

LAURA RICHARD, COUNTY CLERK
FORT BEND COUNTY, TEXAS

BY: _____
DEPUTY

FINAL PLAT OF SOUTHERN COLONY EXPANSION PHASE I SECTION 3

A PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF 36.030 ACRES OF LAND LOCATED IN THE WILLIAM HALL SURVEY, ABSTRACT 31, IN FORT BEND COUNTY, TEXAS AND ABSTRACT 713 IN BRAZORIA COUNTY, TEXAS; ALSO BEING A PARTIAL REPLAT OF LOT 11 OF THE T.W. & J.W.B. HOUSE SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 301 OF THE FORT BEND COUNTY DEED RECORDS.

148 LOTS 4 RESERVES (6.136 ACRES) 4 BLOCKS
MAY 13, 2020 JOB NO. 1931-8073C.310C

OWNERS:

D.R. HORTON-TEXAS, LTD.

A TEXAS LIMITED PARTNERSHIP

JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT

6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407

PH: 281-566-2100

SURVEYOR:



GBI PARTNERS, L.P.
LAND SURVEYING CONSULTANTS
4784 VISTA ROAD - PASADENA, TX 77068
PHONE: 817-658-6533 - www.gbisurvey.com
TRESPASS FIRM # 10130300

JON P. BORDOVSKY, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6405

ENGINEER:

LJA Engineering, Inc.

1904 W. Grand Parkway North
Suite 100
Katy, Texas 77449

MICHAEL S. RUSK, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 89457



Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386

T.W. & J.W.B. HOUSE
SUBDIVISION
VOL. 7, PG. 301
F.B.C.D.R.

LOT 8

LOT 11

D.R. HORTON-TEXAS, LTD.
CALLED 99.172 ACRES
F.N. 2019129484
F.B.C.O.R.
F.N. 2019056106
B.C.O.P.R.

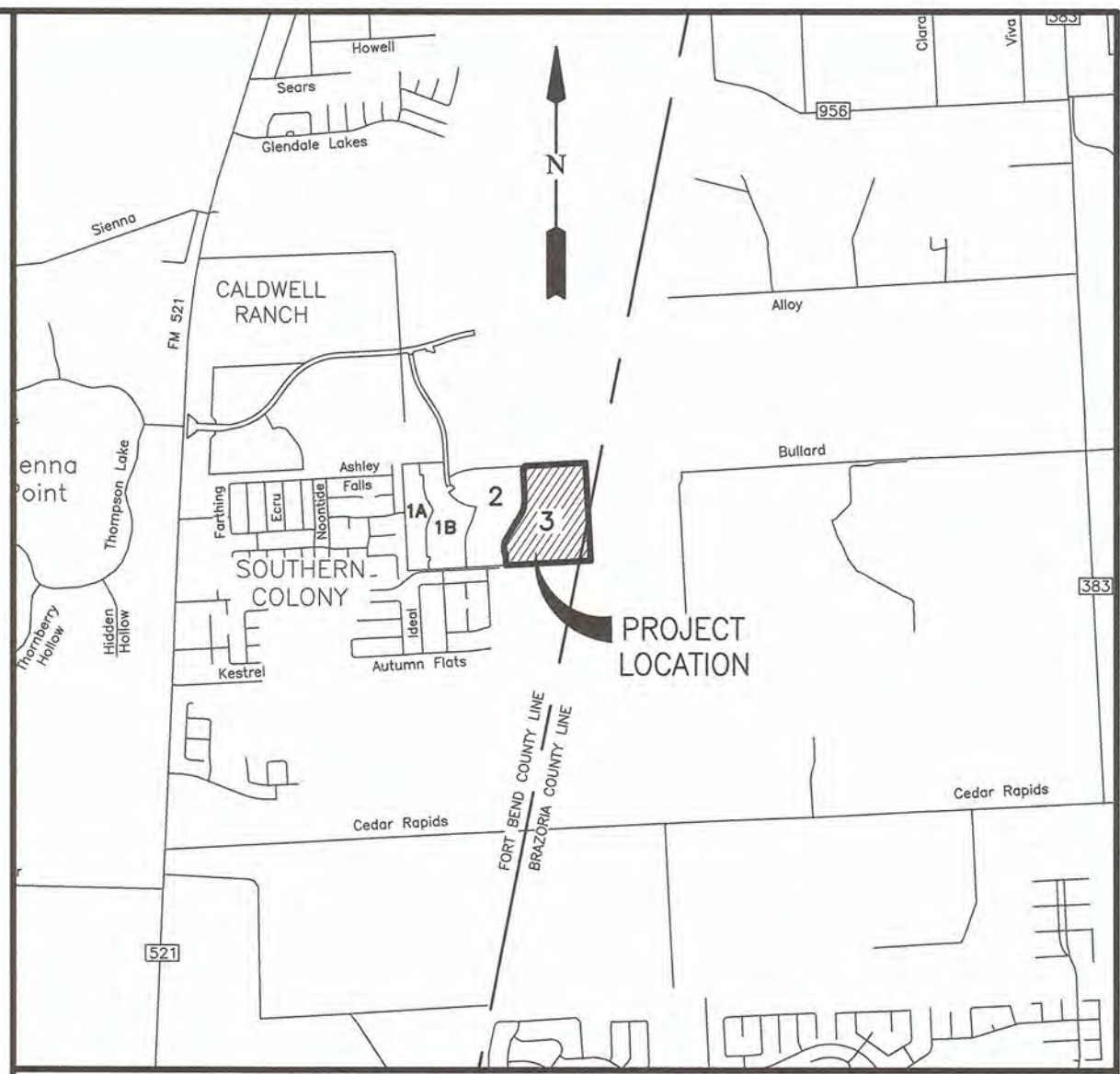
T.W. & J.W.B. HOUSE
SUBDIVISION
VOL. 7, PG. 301
F.B.C.D.R.

D.R. HORTON-TEXAS, LTD.
CALLED 99.172 ACRES
F.N. 2019129484
F.B.C.O.R.
F.N. 2019056106
B.C.O.P.R.

NOTES:

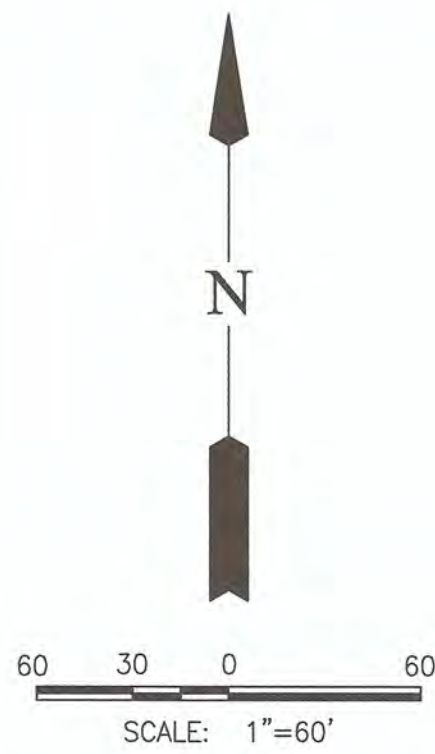
1. THERE ARE NO PIPELINE EASEMENTS WITHIN THIS PLAT.
2. ALL SLAB ELEVATIONS SHALL BE ONE FOOT ABOVE THE 100-YEAR FLOOD ELEVATION AS ESTABLISHED BY FEMA. IN ACCORDANCE WITH FEDERAL EMERGENCY MANAGEMENT AGENCY COMMUNITY PANEL NO. 48157C0455 L. MAP REVISED APRIL 2, 2014, THIS PLAT LIES IN UNSHADED ZONE "X", OUTSIDE THE 100-YEAR FLOOD PLAIN.
3. THE TOP OF ALL FLOOR SLABS SHALL BE A MINIMUM OF 62.10 FEET (NAVD 88, 2001 ADJ.) ABOVE MEAN SEA LEVEL. IN ADDITION TO THIS MINIMUM, NO FLOOR SLAB SHALL BE LESS THAN 1.5 FEET ABOVE NATURAL GROUND.
4. 0.000 ACRES OF COMMON LANDSCAPE AREA ARE SUPPLIED IN THIS SECTION. 36.030 OVERALL ACRES X 7% = 2.522 ACRES OF COMMON LANDSCAPE AREA ARE REQUIRED FOR THE PLANNED UNIT DEVELOPMENT. THE EXISTING SOUTHERN COLONY DEVELOPMENT HAS 6.263 ACRES OF SURPLUS COMMON LANDSCAPE AVAILABLE; THEREFORE, 6.263 ACRES OF SURPLUS MINUS 2.522 ACRES NEEDED FOR THIS SECTION LEAVES A REMAINING SURPLUS OF 3.741 ACRES OF COMMON LANDSCAPE AREA TO BE USED IN FUTURE SECTIONS IF NEEDED.
5. THIS PLAT LIES WHOLLY WITHIN BRAZORIA-FORT BEND COUNTIES MUNICIPAL UTILITY DISTRICT NO. 3, FORT BEND COUNTY SUBSIDENCE DISTRICT, FORT BEND COUNTY DRAINAGE DISTRICT, THE ETJ OF THE CITY OF ALVIN AND FORT BEND COUNTY.
6. ALL BUILDING LINE TRANSITIONS ARE AT 45° ANGLES TO THE STRAIGHT SIDE LOT LINE WHERE THE TRANSITION OCCURS.
7. ALL REQUIRED UTILITY COMPANIES HAVE BEEN CONTACTED AND ALL PUBLIC UTILITY EASEMENTS AS SHOWN ON THE ABOVE AND FOREGOING PLAT CONSTITUTE ALL OF THE EASEMENTS REQUIRED BY THE UTILITY COMPANIES CONTACTED.
8. THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD83) AND MAY BE BROUGHT TO SURFACE BY DIVIDING BY THE FOLLOWING COMBINED SCALE FACTOR OF 0.999862897.
9. PRIOR TO THE BEGINNING OF THE ONE-YEAR MAINTENANCE PERIOD FOR UTILITIES AND PAVING BY FORT BEND COUNTY, ALL BLOCK CORNERS AND STREET RIGHTS-OF-WAY WILL BE MONUMENTED.
10. THE DRAINAGE SYSTEM FOR THIS SUBDIVISION IS DESIGNED IN ACCORDANCE WITH THE REQUIREMENTS OF THE FORT BEND COUNTY DRAINAGE CRITERIA MANUAL WHICH ALLOWS STREET FLOODING WITH INTENSE RAINFALL EVENTS.
11. IN ACCORDANCE WITH CENTER POINT ENERGY ELECTRICAL SERVICE MANUAL, ARTICLE 421.2, ELECTRIC METERS SHALL BE LOCATED IN A POSITION THAT IS ACCESSIBLE AT ALL TIMES WITHOUT CUSTOMER ASSISTANCE. ACCESS TO THE METER SHALL NOT BE BLOCKED BY GATES, WALLS OR FENCES.
12. THIS PLAT WAS PREPARED FROM INFORMATION FURNISHED BY DHI TITLE OF CENTRAL TEXAS, DATED APRIL 6, 2020, EFFECTIVE DATE OF MARCH 30, 2020. THE SURVEYOR HAS NOT ABSTRACTED THE ABOVE PROPERTY.
13. FIVE EIGHTHS INCH (5/8") IRON RODS THREE FEET (3') IN LENGTH WITH A PLASTIC CAP MARKED "GBI PARTNERS" WILL BE SET ON ALL PERIMETER BOUNDARY CORNERS, LOT, BLOCK, AND RESERVE CORNERS WILL BE SET UPON COMPLETION OF ROAD CONSTRUCTION AND PRIOR TO LOT CONSTRUCTION.
14. ALL LOT LINES SHALL HAVE A MINIMUM 5' SIDE YARD SETBACK LINE.
15. THIS PLAT LIES WITHIN FORT BEND COUNTY LIGHTING ORDINANCE ZONE NO.2.
16. SIDEWALKS MUST BE CONSTRUCTED AS A PART OF ISSUANCE OF A BUILDING PERMIT FOR EACH TRACT.
17. NO BUILDING PERMITS WILL BE ISSUED UNTIL ALL THE STORM DRAINAGE IMPROVEMENTS, WHICH MAY INCLUDE DETENTION, HAVE BEEN CONSTRUCTED.
18. T.B.M. INDICATES TEMPORARY BENCHMARK: TBM-B: CHISELED BOX ON TOP OF A TYPE "C" CURB INLET LOCATED AT THE WESTERLY SIDE OF THE INTERSECTION OF FARTHING LANE AND DAPPLED OAK STREET.

ELEVATION = 60.50', NGVD29, 1973 ADJ.
19. ALL DRAINAGE EASEMENTS SHALL BE KEPT CLEAR OF FENCES, BUILDINGS, VEGETATION AND OTHER OBSTRUCTIONS.
20. THE PROPERTY SHALL DRAIN INTO THE DRAINAGE EASEMENT ONLY THROUGH AN APPROVED DRAINAGE STRUCTURE.
21. A MINIMUM DISTANCE OF 10' SHALL BE MAINTAINED BETWEEN RESIDENTIAL DWELLINGS.
22. SIDEWALKS SHALL BE BUILT OR CAUSED TO BE BUILT NOT LESS THAN 5- FEET IN WIDTH ON BOTH SIDES OF ALL DEDICATED RIGHTS-OF-WAY WITHIN SAID PLAT AND ON CONTIGUOUS RIGHT-OF-WAY OF ALL PERIMETER ROADS SURROUNDING SAID PLAT, IN ACCORDANCE WITH ADA REQUIREMENTS.
23. THE HOMEOWNERS' ASSOCIATION WILL OWN AND MAINTAIN RESERVES "A", "B", "C", & "D".
24. ONE-FOOT RESERVE DEDICATED TO THE CITY IN FEE AS A BUFFER SEPARATION BETWEEN THE SIDE OR END OF STREETS WHERE SUCH STREETS ABUT ADJACENT ACREAGE TRACTS, THE CONDITION OF SUCH DEDICATION BEING THAT WHEN THE ADJACENT PROPERTY IS SUBDIVIDED PURSUANT TO A RECORDED PLAT, THE ONE-FOOT RESERVE SHALL THEREUPON BECOME VESTED IN THE PUBLIC FOR STREET RIGHT-OF-WAY PURPOSES AND THE FEE TITLE THERETO SHALL REVERT TO AND REVEST IN THE DEDICATOR, HIS HEIRS, ASSIGNS OR SUCCESSORS.
25. SITE PLANS SHALL BE SUBMITTED TO FORT BEND COUNTY AND ANY OTHER APPLICABLE JURISDICTION FOR REVIEW AND APPROVAL. DEVELOPMENT PERMITS AND ALL OTHER APPLICABLE PERMITS SHALL BE OBTAINED FROM FORT BEND COUNTY PRIOR TO BEGINNING CONSTRUCTION.



VICINITY MAP
SCALE: 1" = 1/2 MILE

KEY MAP NO. 651Y



MATCH LINE - SEE SHEET 3

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 03°14'58" W	190.00'
L2	S 86°45'02" W	16.53'
L3	N 03°14'58" W	104.27'
L4	N 09°40'05" E	46.97'
L5	N 28°15'27" E	48.09'
L6	S 59°52'29" E	4.77'
L7	N 30°07'31" E	110.00'
L8	N 27°00'27" E	48.99'
L9	N 21°38'32" E	48.79'
L10	N 15°26'59" E	48.79'
L11	N 09°35'40" E	48.79'
L12	N 03°24'07" E	48.79'
L13	N 02°20'46" W	49.49'
L14	N 04°16'16" E	50.80'
L15	S 86°45'02" W	58.85'
L16	S 30°07'31" W	90.28'
L17	N 48°22'35" W	5.10'
L18	N 03°14'58" W	135.00'
L19	S 59°52'29" E	94.41'
L20	N 30°07'31" E	40.28'
L21	N 86°45'02" E	120.48'
L22	N 03°14'58" W	29.10'
L23	S 03°14'58" E	29.10'
L24	N 79°52'57" W	106.47'
L25	S 86°45'02" W	58.85'
L26	N 59°52'29" W	26.34'

LINE TABLE		
LINE	BEARING	DISTANCE
L27	N 30°07'31" E	40.28'
L28	S 79°52'57" E	113.53'
L29	N 04°32'09" E	119.93'
L30	S 04°32'09" W	118.43'
L31	N 86°45'02" E	71.07'
L32	N 76°36'42" E	64.63'
L33	N 48°14'54" W	14.14'
L34	S 86°45'02" W	110.00'
L35	S 86°45'02" W	823.68'
L36	N 42°47'23" W	63.38'
L37	S 86°45'02" W	61.00'
L38	N 02°47'52" W	51.61'
L39	N 00°22'03" E	51.09'
L40	N 04°16'16" E	51.09'
L41	N 08°09'24" E	70.08'
L42	N 04°28'42" E	48.05'
L43	N 15°06'22" E	47.53'
L44	N 30°37'06" E	45.53'
L45	N 47°35'44" E	45.99'
L46	N 64°41'30" E	46.16'
L47	N 81°32'42" E	47.17'
L48	N 86°45'44" E	50.73'
L49	S 88°53'11" E	48.67'
L50	S 81°01'28" E	48.67'
L51	S 73°09'46" E	48.67'
L52	N 09°03'55" E	50.01'

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD BEARING
C1	500.00'	33°22'28"	291.25'	S 76°33'43" E
C2	300.00'	74°21'53"	389.37'	N 49°34'06" E
C3	600.00'	15°28'05"	161.98'	N 04°39'06" E
C4	50.00'	90°00'00"	78.54'	N 48°04'56" W
C5	50.00'	90°00'00"	78.54'	S 41°55'04" W
C6	605.00'	33°12'27"	350.65'	S 13°31'17" W
C7	300.00'	19°34'21"	102.48'	S 89°40'08" E
C8	50.00'	71°48'24"	62.66'	N 44°38'30" E
C9	895.00'	11°49'14"	184.65'	N 02°49'41" E
C10	50.00'	90°00'00"	78.54'	S 41°45'02" W
C11	25.00'	90°00'00"	39.27'	N 75°07'31" E
C12	580.00'	33°12'27"	336.16'	N 13°31'17" E
C13	25.00'	25°42'45"	11.22'	N 15°56'19" W
C14	50.00'	150°02'08"	130.93'	N 46°13'23" E
C15	25.00'	34°19'23"	14.98'	S 75°55'15" E
C16	25.00'	34°19'23"	14.98'	N 89°45'22" E
C17	50.00'	150°02'08"	130.93'	S 52°23'15" E
C18	25.00'	25°42'45"	11.22'	S 09°46'26" W
C19	625.00'	15°28'05"	168.73'	S 04°39'06" W
C20	325.00'	73°37'34"	417.63'	S 49°11'56" W
C21	25.00'	89°15'46"	38.95'	S 41°22'52" W
C22	25.00'	24°37'15"	10.74'	S 15°33'35" E
C23	50.00'	138°58'57"	121.29'	S 41°37'16" W
C24	25.00'	24°21'42"	10.63'	N 81°04'07" W
C25	25.00'	90°00'00"	39.27'	N 41°45'02" E
C26	25.00'	48°11'23"	21.03'	N 27°20'39" W

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	CHORD BEARING
C27	50.00'	278°22'46"	241.19'	N 86°45'02" E
C28	25.00'	48°11'23"	21.03'	S 20°50'44" W
C29	25.00'	90°00'00"	39.27'	S 48°14'58" E
C30	25.00'	90°00'00"	39.27'	N 41°45'02" E
C31	25.00'	86°10'50"	37.60'	N 46°20'23" W
C32	525.00'	29°33'18"	270.81'	N 74°39'08" W
C33	25.00'	90°00'00"	39.27'	N 41°55'04" E
C34	25.00'	90°00'00"	39.27'	S 48°04'56" E
C35	870.00'	11°49'14"	179.49'	S 02°49'41" W
C36	25.00'	71°48'24"	31.33'	S 44°38'30" W
C37	275.00'	19°34'21"	93.94'	N 89°40'08" W
C38	25.00'	89°39'10"	39.12'	N 35°03'23" W
C39	630.00'	12°51'08"	141.32'	N 03°20'38" E
C40	25.00'	90°00'00"	39.27'	N 41°55'04" E
C41	25.00'	90°00'00"	39.27'	S 48°04'56" E
C42	575.00'	15°28'05"	155.23'	S 04°39'06" W
C43	275.00'	74°21'53"	356.93'	S 49°34'06" W
C44	475.00'	33°22'28"	276.69'	N 76°33'43" W
C45	25.00'	90°00'00"	39.27'	N 14°52'29" W
C46	630.00'	11°34'38"	127.30'	N 24°20'12" E
C47	25.00'	81°34'10"	35.59'	N 59°19'57" E
C48	325.00'	13°02'49"	74.01'	S 86°24'22" E
C49	25.00'	41°20'44"	18.04'	S 72°15'25" E
C50	50.00'	140°37'14"	122.71'	N 58°06'20" E
C51	25.00'	21°44'57"	9.49'	N 01°19'49" W
C52	920.00'	12°37'36"	202.75'	N 03°13'52" E

RESERVE TABLE				
RESERVE	ACREAGE	SQ.FT.	TYPE	MAINTAINENCE
A	0.054	2,369	RESTRICTED TO DRAINAGE	HOA
B	3.713	161,745	RESTRICTED TO LANDSCAPE/OPEN SPACE	HOA
C	2.085	90,836	RESTRICTED TO WATER PLANT	MUD
D	0.284	12,355	RESTRICTED TO LANDSCAPE/OPEN SPACE	HOA
TOTAL	6.136	267,306		

LEGEND

- B.L. INDICATES BUILDING LINE
- U.E. INDICATES UTILITY EASEMENT
- D.E. INDICATES DRAINAGE EASEMENT
- W.L.E. INDICATES WATERLINE EASEMENT
- S.S.E. INDICATES SANITARY SEWER EASEMENT
- INDICATES STORM SEWER EASEMENT
- F.M.E. INDICATES FORCE MAIN EASEMENT
- F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS
- F.B.C.O.R. INDICATES FORT BEND COUNTY OFFICIAL RECORDS
- INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
- INDICATES STREET NAME CHANGE
- F.N. INDICATES FILE NUMBER
- E.E. INDICATES ELECTRICAL EASEMENT
- A.E. INDICATES AERIAL EASEMENT
- R.O.W. INDICATES RIGHT OF WAY
- (F) INDICATES FOUND 5/8" IR W/LJA ENG" CAP
- (S) INDICATES SET 5/8" IR W/LJA ENG" CAP
- I.R. INDICATES IRON ROD
- RES. INDICATES RESERVE
- INDICATES PROPOSED STREET LIGHT

FINAL PLAT OF SOUTHERN COLONY EXPANSION PHASE I SECTION 3

A PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF 36.030 ACRES OF LAND LOCATED IN THE WILLIAM HALL SURVEY, ABSTRACT 31, IN FORT BEND COUNTY, TEXAS AND ABSTRACT 713 IN BRAZORIA COUNTY, TEXAS; ALSO BEING A PARTIAL REPLAT OF LOT 11 OF THE T.W. & J.W.B. HOUSE SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 301 OF THE FORT BEND COUNTY DEED RECORDS.

148 LOTS 4 RESERVES (6.136 ACRES) 4 BLOCKS
MAY 13, 2020 JOB NO. 1931-8073C.310C

OWNERS:

D.R. HORTON-TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP

JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT
6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407
PH: 281-566-2100

SURVEYOR:

GBI PARTNERS, L.P.
LAND SURVEYING CONSULTANTS
4124 VISTA ROAD - PASADENA, TX 77508
PHONE: 881-489-4559 - www.gbpnters.com
TYPE16 FROM # 10130300

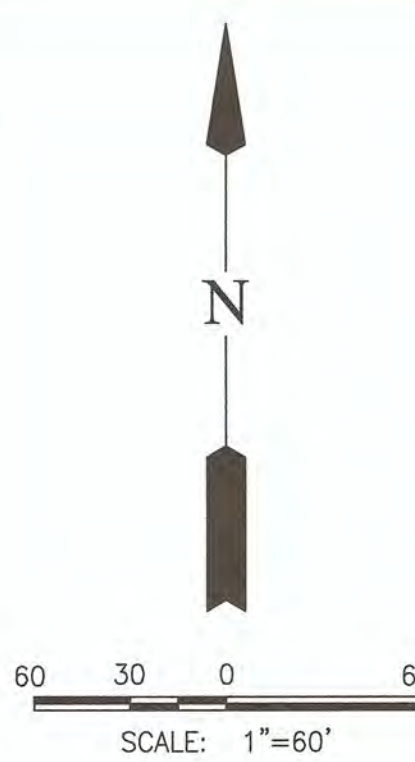


JON P. BORDOVSKY, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6405

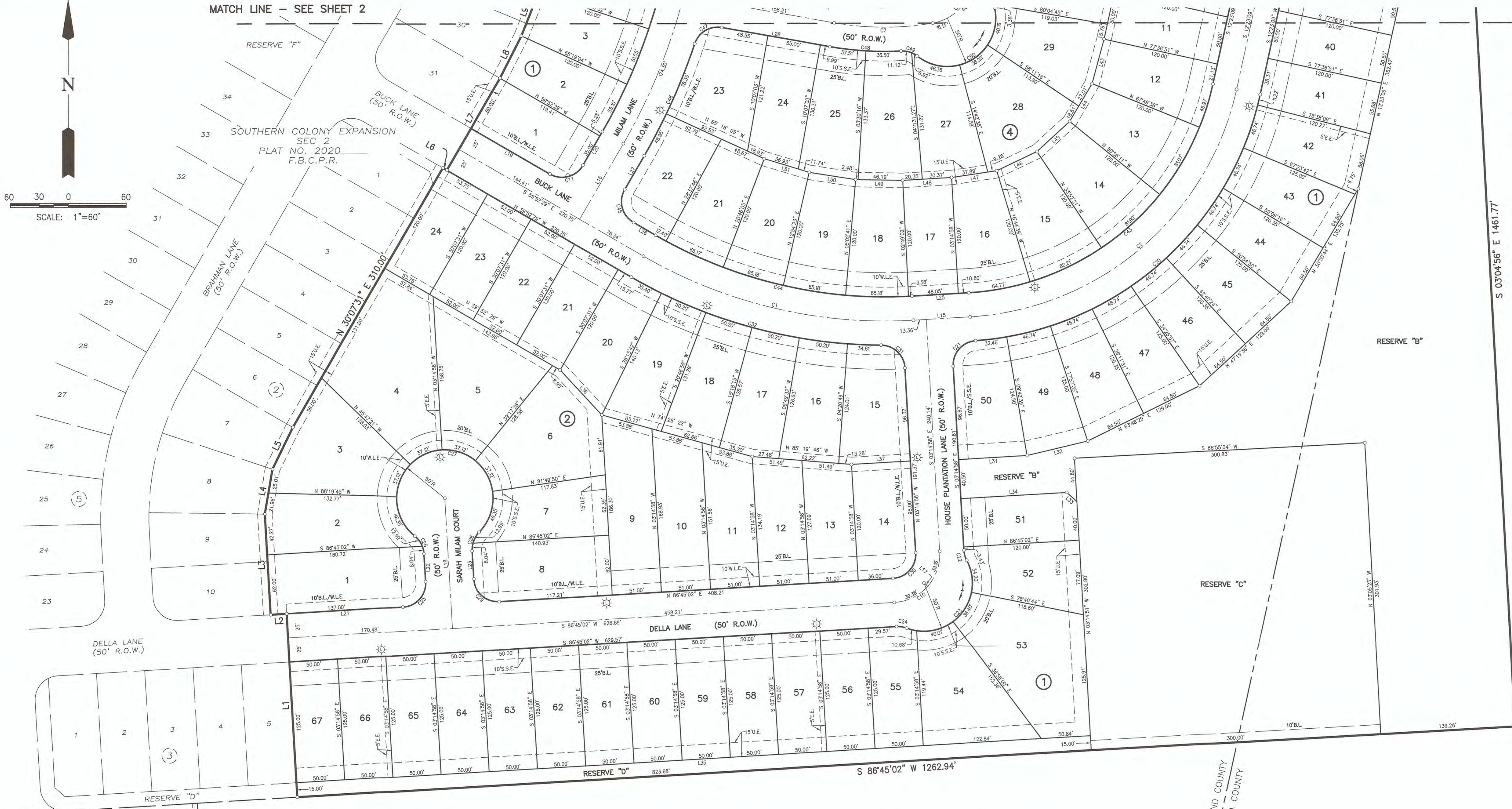
ENGINEER:

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

MICHAEL S. RUSK, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 69457



MATCH LINE - SEE SHEET 2



SOUTHERN COLONY
SEC 4C
PLAT NO. 20190088
F.B.C.P.R.

LOT 20

T.W. & J.W.B. HOUSE
SUBDIVISION
VOL. 7, PG. 301
F.B.C.D.R.

PAUL SCHERER, ET AL
CALLED 44.99 ACRES
VOL. 593, PG. 263
F.B.C.D.R.

FORT BEND COUNTY
BRAZORIA COUNTY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 03°14'58" W	190.00'
L2	S 86°45'02" W	16.53'
L3	N 03°14'58" W	104.27'
L4	N 09°40'05" E	46.97'
L5	N 26°15'27" E	48.09'
L6	S 59°52'29" E	4.77'
L7	N 30°07'31" E	110.00'
L8	N 27°00'27" E	48.99'
L9	N 21°38'32" E	48.79'
L10	N 15°26'59" E	48.79'
L11	N 09°35'40" E	48.79'
L12	N 03°24'07" E	48.79'
L13	N 02°20'46" W	49.49'
L14	N 41°56'16" E	50.80'
L15	S 86°45'02" W	58.85'
L16	S 30°07'31" W	90.28'
L17	N 48°22'25" W	51.10'
L18	N 03°14'58" W	135.00'
L19	S 59°52'29" E	94.41'
L20	N 30°07'31" E	40.28'
L21	N 86°45'02" E	120.48'
L22	N 03°14'58" W	29.10'
L23	S 03°14'58" E	29.10'
L24	N 79°52'57" W	106.47'
L25	S 86°45'02" W	58.85'
L26	N 59°52'29" W	26.34'

LINE TABLE		
LINE	BEARING	DISTANCE
L27	N 30°07'31" E	40.28'
L28	S 79°52'57" E	113.53'
L29	N 04°32'09" E	119.93'
L30	S 04°32'09" W	118.43'
L31	N 86°45'02" E	71.07'
L32	N 76°36'42" E	64.63'
L33	N 48°14'54" W	14.14'
L34	S 86°45'02" W	110.00'
L35	S 86°45'02" W	823.68'
L36	N 42°47'23" E	63.38'
L37	S 86°45'02" W	61.00'
L38	N 02°47'52" W	51.61'
L39	N 00°22'03" E	51.09'
L40	N 04°16'17" E	51.09'
L41	N 08°09'24" E	70.08'
L42	N 04°28'42" E	48.05'
L43	N 15°06'22" E	47.53'
L44	N 30°37'06" E	45.53'
L45	N 47°35'44" E	45.99'
L46	N 64°41'30" E	46.16'
L47	N 81°32'42" E	47.17'
L48	N 86°45'44" E	50.73'
L49	S 88°53'11" E	48.67'
L50	S 81°01'28" E	48.67'
L51	S 73°09'46" E	48.67'
L52	N 09°03'55" E	50.01'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C1	500.00'	33°22'28"	291.25'	S 76°33'43" E	287.15'
C2	300.00'	74°21'53"	389.37'	N 49°34'06" E	362.61'
C3	600.00'	15°28'05"	161.98'	N 04°39'06" E	161.49'
C4	50.00'	90°00'00"	78.54'	N 48°04'56" W	70.71'
C5	50.00'	90°00'00"	78.54'	S 41°55'04" W	70.71'
C6	605.00'	33°12'27"	350.65'	S 13°31'17" W	345.78'
C7	300.00'	19°34'21"	102.48'	S 89°40'08" E	101.98'
C8	50.00'	71°48'24"	62.66'	N 44°38'30" E	58.64'
C9	895.00'	11°49'14"	184.65'	N 02°49'41" E	184.32'
C10	50.00'	90°00'00"	78.54'	S 41°45'02" W	70.71'
C11	25.00'	90°00'00"	39.27'	N 75°07'31" E	35.36'
C12	580.00'	33°12'27"	336.16'	N 13°31'17" E	331.47'
C13	25.00'	25°42'45"	11.22'	N 15°56'19" W	11.13'
C14	50.00'	150°02'08"	130.93'	N 46°13'23" E	96.60'
C15	25.00'	34°19'23"	14.98'	S 75°55'15" E	14.75'
C16	25.00'	34°19'23"	14.98'	N 69°45'22" E	14.75'
C17	50.00'	150°02'08"	130.93'	S 52°23'15" E	96.60'
C18	25.00'	25°42'45"	11.22'	S 09°46'26" W	11.13'
C19	625.00'	15°28'05"	168.73'	S 04°39'06" W	168.22'
C20	325.00'	73°37'34"	417.63'	S 49°11'56" W	389.48'
C21	25.00'	89°15'46"	38.95'	S 41°22'52" W	35.13'
C22	25.00'	24°37'15"	10.74'	S 15°33'35" E	10.66'
C23	50.00'	138°58'57"	121.29'	S 41°37'16" W	93.66'
C24	25.00'	24°21'42"	10.63'	N 81°04'07" W	10.55'
C25	25.00'	90°00'00"	39.27'	N 41°45'02" E	35.36'
C26	25.00'	48°11'23"	21.03'	N 27°20'39" W	20.41'

CURVE TABLE					
CURVE	RADIUS	DELTA	ARC	CHORD BEARING	CHORD
C27	50.00'	276°22'46"	241.19'	N 86°45'02" E	66.67'
C28	25.00'	48°11'23"	21.03'	S 20°50'44" W	20.41'
C29	25.00'	90°00'00"	39.27'	S 48°14'58" E	35.36'
C30	25.00'	90°00'00"	39.27'	N 41°45'02" E	35.36'
C31	25.00'	86°10'50"	37.60'	N 46°20'23" W	34.16'
C32	525.00'	29°33'18"	270.81'	N 74°39'08" W	267.82'
C33	25.00'	90°00'00"	39.27'	N 41°55'04" E	35.36'
C34	25.00'	90°00'00"	39.27'	S 48°04'56" E	35.36'
C35	870.00'	11°49'14"	179.49'	S 02°49'41" W	179.17'
C36	25.00'	71°48'24"	31.33'	S 44°38'30" W	29.32'
C37	275.00'	19°34'21"	93.94'	N 89°40'08" W	93.49'
C38	25.00'	89°39'10"	39.12'	N 35°03'23" W	35.25'
C39	630.00'	12°51'08"	141.32'	N 03°20'38" E	141.02'
C40	25.00'	90°00'00"	39.27'	N 41°55'04" E	35.36'
C41	25.00'	90°00'00"	39.27'	S 48°04'56" E	35.36'
C42	575.00'	15°28'05"	155.23'	S 04°39'06" W	154.76'
C43	275.00'	74°21'53"	356.93'	S 49°34'06" W	332.40'
C44	475.00'	33°22'28"	276.69'	N 76°33'43" W	272.79'
C45	25.00'	90°00'00"	39.27'	N 14°52'29" W	35.36'
C46	630.00'	11°34'38"	127.30'	N 24°20'12" E	127.08'
C47	25.00'	81°34'10"	35.59'	N 59°19'57" E	32.66'
C48	325.00'	13°02'49"	74.01'	S 86°24'22" E	73.85'
C49	25.00'	41°20'44"	18.04'	S 72°15'25" E	17.65'
C50	50.00'	140°37'14"	122.71'	N 58°06'20" E	94.15'
C51	25.00'	21°44'57"	9.49'	N 01°19'49" W	9.43'
C52	920.00'	12°37'36"	202.75'	N 03°15'52" E	202.34'

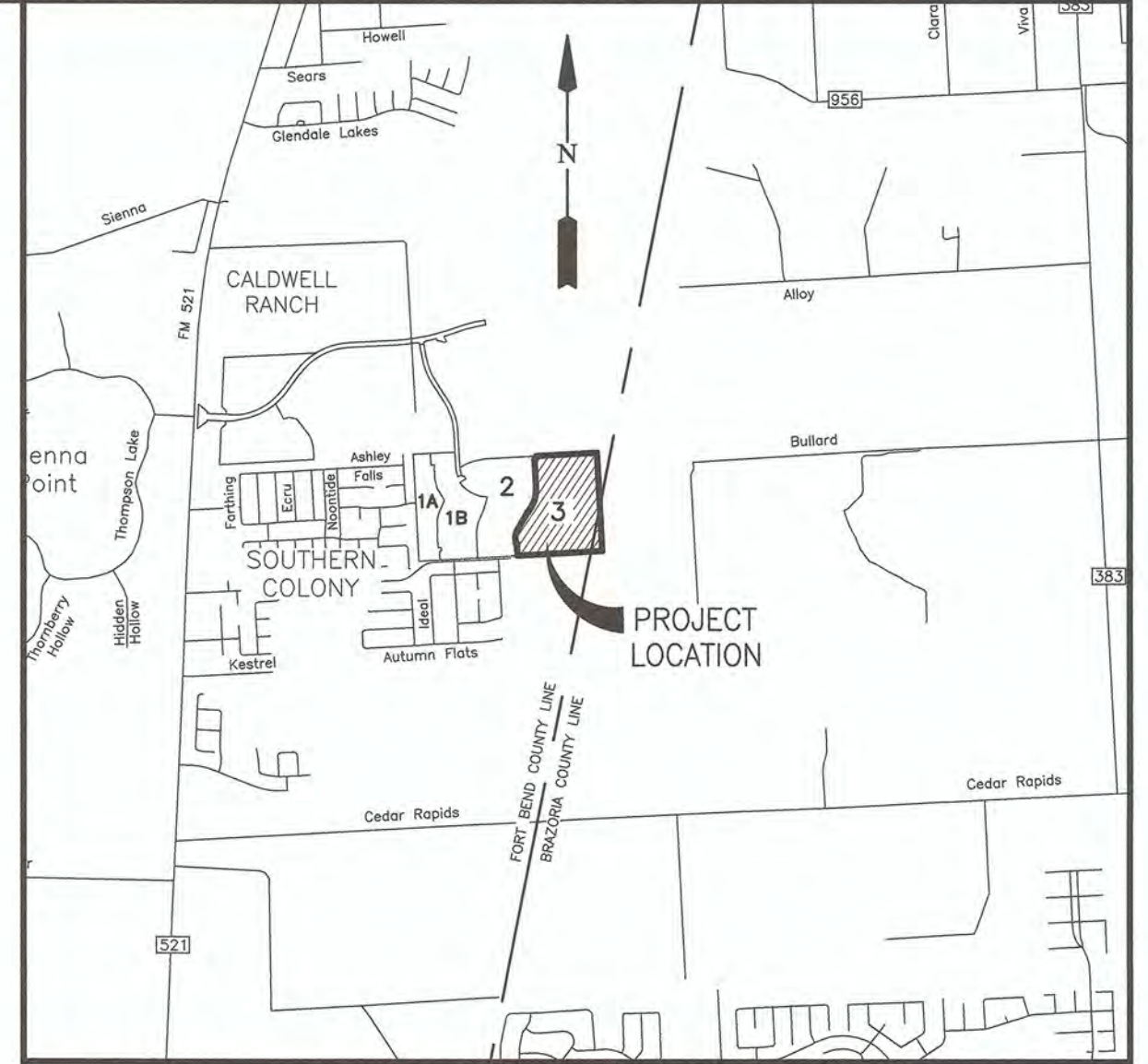
RESERVE TABLE				
RESERVE	ACREAGE	SQ.FT.	TYPE	MAINTENANCE
A	0.054	2,369	RESTRICTED TO DRAINAGE	HOA
B	3.713	161,745	RESTRICTED TO LANDSCAPE/OPEN SPACE	HOA
C	2.085	90,836	RESTRICTED TO WATER PLANT	MUD
D	0.284	12,355	RESTRICTED TO LANDSCAPE/OPEN SPACE	HOA
TOTAL	6.136	267,306		

GBI PARTNERS, L.P.
LAND SURVEYING CONSULTANTS
4784 VISTA ROAD - PASADENA, TX 77308
PHONE: 281-499-4559 - www.gbsurvey.com
TYPICAL FORM # 10130300

JON P. BORDOVSKY, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NO. 6405

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

MICHAEL S. RUSK, P.E.
LICENSED PROFESSIONAL ENGINEER
TEXAS LICENSE NO. 69457



- LEGEND**
- B.L. INDICATES BUILDING LINE
 - U.E. INDICATES UTILITY EASEMENT
 - D.E. INDICATES DRAINAGE EASEMENT
 - W.L.E. INDICATES WATERLINE EASEMENT
 - S.S.E. INDICATES SANITARY SEWER EASEMENT
 - STM.S.E. INDICATES STORM SEWER EASEMENT
 - F.M.E. INDICATES FORCE MAIN EASEMENT
 - F.B.C.P.R. INDICATES FORT BEND COUNTY PLAT RECORDS
 - F.B.C.O.R. INDICATES FORT BEND COUNTY OFFICIAL RECORDS
 - F.B.C.O.P.R. INDICATES FORT BEND COUNTY OFFICIAL PUBLIC RECORDS
 - F.B.C.D.R. INDICATES FORT BEND COUNTY DEED RECORDS
 - INDICATES STREET NAME CHANGE
 - F.N. INDICATES FILE NUMBER
 - E.E. INDICATES ELECTRICAL EASEMENT
 - A.E. INDICATES AERIAL EASEMENT
 - R.O.W. INDICATES RIGHT OF WAY
 - (F) INDICATES FOUND 5/8" IR W/"LJA ENG" CAP
 - (S) INDICATES SET 5/8" IR W/"LJA ENG" CAP
 - I.R. INDICATES IRON ROD
 - RES. INDICATES RESERVE
 - ☆ INDICATES PROPOSED STREET LIGHT

FINAL PLAT OF SOUTHERN COLONY EXPANSION PHASE I SECTION 3

A PLANNED UNIT DEVELOPMENT

A SUBDIVISION OF 36.030 ACRES OF LAND LOCATED IN THE WILLIAM HALL SURVEY, ABSTRACT 31, IN FORT BEND COUNTY, TEXAS AND ABSTRACT 713 IN BRAZORIA COUNTY, TEXAS; ALSO BEING A PARTIAL REPLAT OF LOT 11 OF THE T.W. & J.W.B. HOUSE SUBDIVISION, AS RECORDED IN VOLUME 7, PAGE 301 OF THE FORT BEND COUNTY DEED RECORDS.

148 LOTS 4 RESERVES (6.136 ACRES) 4 BLOCKS
MAY 13, 2020 JOB NO. 1931-8073C.310C

OWNERS:

D.R. HORTON-TEXAS, LTD.
A TEXAS LIMITED PARTNERSHIP

JONATHAN WOODRUFF, ASSISTANT VICE PRESIDENT
6744 HORTON VISTA DRIVE, SUITE 100, RICHMOND, TEXAS 77407
PH: 281-566-2100

SURVEYOR:

ENGINEER:



Phone 713.953.5200
Fax 713.953.5026
FRN-F-1386



AGENDA COMMENTARY

Meeting Date: 6/4/2020

Department: City Attorney

Contact: Suzanne Hanneman, City Attorney

Agenda Item: Consider Resolution 20-R-17, appointing Greg Hill to serve as an Associate Municipal Judge for the City of Alvin Municipal Court for a two (2) year term; approving the Memorandum of Understanding between the City of Alvin and Greg Hill; and authorize the Mayor to sign.

Type of Item: ☐ Ordinance ☒ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☐ Other

Summary: Judge Greg Hill served as an Associate Judge for the City of Alvin from February 2017 until September 5, 2018, when he resigned to take the bench in the County Court at Law Number 1 of Brazoria County, Texas. Judge Hill would like again to serve the City of Alvin as an associate municipal court judge, and will receive compensation in the amount of \$925.00 per month. As an associate judge, Judge Hill will receive direction from the presiding judge, Mo Ghuneim, for his duties which will include, but will not be limited to, handling dockets (both virtual and in-person), presiding over bench and jury trials, arraigning prisoners in the City jail on the weekends, and serving as a “backup” if Judge Ghuneim is sick or on vacation.

Staff recommends approval of the Resolution and of the Memorandum of Understanding with Judge Hill.

Funding Expected: Revenue ☐ Expenditure ☒ N/A ☐ **Budgeted Item:** Yes ☒ No ☐ N/A ☐

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☒

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 5/21/2020 SLH

Supporting documents attached:

- Resolution 20-R-17
- Memorandum of Understanding between the City of Alvin and Greg Hill

Recommendation: Move to approve Resolution 20-R-17, appointing Greg Hill to serve as an Associate Municipal Court Judge; and approving the Memorandum of Understanding with Judge Hill and authorize the Mayor to sign.

Reviewed by Department Head, if applicable ☐
Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐
Reviewed by City Manager ☒

RESOLUTION NO. 20-R-17

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, APPOINTING GREG HILL AS AN ASSOCIATE JUDGE FOR THE ALVIN MUNICIPAL COURT FOR A TWO YEAR TERM; APPROVING A MEMORANDUM OF UNDERSTANDING WITH GREG HILL AS ASSOCIATE JUDGE OF THE ALVIN MUNICIPAL COURT; AUTHORIZING THE MAYOR TO SIGN THE AGREEMENT; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Article VI Section 2 of the Charter of the City of Alvin, Texas, provides for the City Council's authority to elect an Associate Judge of the Municipal Court; and

WHEREAS, the City Council authorizes the City of Alvin to enter into the Memorandum of Understanding with Greg Hill as an Associate Municipal Judge of the Alvin Municipal Court; **NOW THEREFORE**,

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

Section 1. That the City Council of the City of Alvin, Texas, hereby approves of the appointment of Greg Hill as an Associate Judge of the Municipal Court for a two (2) year term.

Section 2. That the Agreement for the Appointment of Greg Hill as the Associate Judge of the Alvin Municipal Court, attached hereto as Exhibit 1 and made a part hereof, is hereby approved, and the Mayor is hereby authorized to execute said contract on behalf of the City of Alvin.

Section 3. This Resolution shall be effective on the date of passage in accordance with the Alvin City Charter.

PASSED AND APPROVED on the 4th day of June 2020.

CITY OF ALVIN, TEXAS

ATTEST

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF ALVIN
AND
GREG HILL**

THE STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This Memorandum of Understanding (“MOU”) is made by and between the City of Alvin (herein called “City”), a home rule municipal corporation located in Brazoria County, Texas, and Greg Hill (herein called “Associate Judge”), who resides in Pearland, Brazoria County, Texas.

WITNESSETH:

1. The City, acting by and through its City Council, exercising its discretion pursuant to the City Charter, Code of Ordinances and the laws of State of Texas, hereby reappoints Greg Hill as an Associate Judge for the Alvin Municipal Court.

2. The Associate Judge agrees to perform the services of Associate Judge of the Alvin Municipal Court and to maintain eligibility to serve in such capacity for a term of two (2) years commencing the 3rd day of June 2020, and concluding on the 30th day of June 2022, unless sooner terminated by either party.

3. As compensation for all required services, the City agrees to pay the Associate Judge \$925.00 per month, for the remainder of the current FY2020. Future compensation for completion of the 2-year term, including FY2020 and a portion of FY2022, is subject to the City’s non-appropriation policy. The parties shall comply with all provisions of the Internal Revenue Code, as amended.

4. The Associate Judge shall receive compensation for all required services delegated by the Presiding Municipal Court Judge, including but not limited to, jail magistrations and arraignments, court dockets, issuance of search, arrest and/or capias warrants, and such administrative duties and responsibilities as are necessary and incidental to the office of the Associate Judge of the Municipal Court of the City of Alvin.

5. The City shall reimburse the Associate Judge’s tuition and travel expenses, which shall include lodging and meals, for mandatory judicial continuing education.

6. No other compensation or benefits shall be paid to the Associate Judge.

7. The Associate Judge shall perform all services in accordance with the Code of Judicial Conduct applicable to judges of courts in the State of Texas and agrees to conduct himself in a judicial demeanor at all times in representing the City.

8. The Associate Judge shall serve at the pleasure of the City Council. The City may terminate the services of the Associate Judge at any time, without cause with 60 days’ notice. The Associate Judge may terminate this Agreement at any time, without cause with 60 days’ notice.

9. The Parties to this Agreement hereby acknowledge that the Associate Judge can be removed for cause in accordance with State Law as provided for in such cases.

10. The City shall be obligated to pay its obligations hereunder from funds budgeted and appropriated for that purpose. Should the City not appropriate funds to pay its obligations hereunder for any budget year during the term of this MOU other than the City's current budget year, this MOU shall be deemed terminated at the end of the budget year preceding the budget year for which such appropriation is not made. Termination in accordance with this Section shall not constitute an act of default by the City.

11. The City agrees, with regard to the services provided herein, to indemnify and hold harmless the Associate Judge for any act, claim or liability for negligence or gross negligence acting on behalf of the City and shall maintain adequate insurance or liability coverage to effectuate this provision.

12. This MOU consists of this document, upon which the parties have affixed their signatures. This MOU is the entire agreement between the parties, with respect to the subject matter hereof, and supersedes all other previous statements, communications, or agreements, whether oral or written. No modification, alteration, or waiver of any provision hereof shall be binding upon the parties unless evidenced in writing and signed by both parties.

13. Both Associate Judge and City represent that they have full capacity and authority to grant all rights and assume all obligations they have granted and assumed under this MOU.

14. The validity of this MOU and any of its terms or provisions, as well as the rights and duties of the parties, shall be governed by the law of the State of Texas and any venue for any action concerning this MOU shall be in Brazoria County, Texas.

15. In the event one or more of the provisions contained in the MOU shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and the MOU shall be constructed as if such invalid, illegal, or unenforceable provision had never been contained in it.

This Memorandum of Understanding is entered into and executed on this _____ day of June 2020.

ASSOCIATE JUDGE

CITY OF ALVIN

By: _____
Greg Hill

By: _____
Paul A. Horn, Mayor

ATTEST:

Dixie Roberts, City Secretary



AGENDA COMMENTARY

Meeting Date: 6/4/2020

Department: Finance

Contact: Michael Higgins, CFO

Agenda Item: Consider Resolution 20-R-18, authorizing the publication of a Notice of Intention to issue Certificates of Obligation; authorizing the preparation of preliminary official statements and notices of sale; declaring intent to reimburse certain prior capital costs; and providing for other matters related thereto.

Type of Item: ☐Ordinance ☒Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: The City is currently planning the issuance of Certificates of Obligation (“Certificates”) to finance the costs associated with the (i) construction of improvements to and the equipment of city streets sidewalks and related drainage facilities; (ii) construction of improvements to and the equipment of city parks and recreations facilities; and (iii) the costs of professional services incurred in connection therewith.

Under Section 271.049 of the Texas Local Government Code, the City is required to publish notice of its intention to issue the Certificates before City Council may approve an ordinance authorizing the sale of the Certificates. For the most part, the public notice must state:

- 1) the time and place tentatively set for the passage of the order or ordinance authorizing the issuance of the certificates;
- 2) the purpose of the certificates to be authorized;
- 3) the manner in which the certificates will be paid for, whether by taxes, revenues, or a combination of the two; and
- 4) the maximum principal amount of certificates to be authorized.

Resolution 20-R-18 authorizes the publication of the statutorily required notice. In addition, Resolution 20-R-18 authorizes the City’s administrative staff, with the assistance of Bond Counsel (Bracewell LLP) and Financial Advisors (US Capital Advisors LLC), to proceed with the preparation of the preliminary official statements* and notices of sale for the proposed certificates.

Contents of the Notice of Intention to Issue the Certificates

The contents of the notice of intention to issue the Certificates are dictated by state law. The maximum par amount listed in the notice of intention sets the maximum amount of certificate proceeds that may be used for the purposes outlined above. To date, the City has not bid out the cost of the projects. As a result, the amount reflected in the Notice of Intent is the maximum estimated costs of the Street/Drainage and Park Improvement Projects. **If the final costs of the projects come in lower than the maximum estimated (noted on the Notice of Intent), the City will not issue the full par amount listed in the notice.**

Pledging of Resources for the Certificates

The Certificates will be secured by a pledge of ad valorem taxes. The City does not intend to pay the debt service on the Certificates from the net revenues of the City’s water and sewer system and is not required to do so as a

result of the limited pledge (beyond the \$1,000 pledged). However, state law requires the attachment of a valid pledge of revenues in order to issue certificates of obligation.

The City is limited in the sources of revenue from which it may make a valid pledge of revenues for this purpose and has traditionally used a de minimis pledge of the net revenues of its water and sewer system. For example, state law prohibits the City from pledging sales taxes to the payment of the Certificates. As a result, the City cannot replace the limited pledge of water and sewer revenues with a pledge of sales tax revenues. However, to the extent that the projects funded from with the Certificates are eligible for payment from sales tax revenues, the City could in the future use sales tax revenues to pay the portion of debt service on the Certificates allocable to the projects eligible to be funded from the sales taxes.

** Preliminary Official Statement – prospectus on a pending new issue, circulated usually to gauge the level of interest among prospective investors by giving the broad information (but without indicating the price of the issue).*

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐ **Budgeted Item:** Yes ☐ No ☐ N/A ☐

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 6/1/2020 SLH

Supporting documents attached:

- Resolution 20-R-18 & Notice of Intent
- Timetable (subject to change)

Recommendation: Move to approve Resolution 20-R-18, authorizing the publication of a Notice of Intention to issue Certificates of Obligation; authorizing the preparation of preliminary official statements and notices of sale; declaring intent to reimburse certain prior capital costs; and providing for other matters related thereto.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

RESOLUTION NO. 20-R-18

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AUTHORIZING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND NOTICE OF SALE; AND PROVIDING FOR OTHER MATTERS INCIDENTAL THERETO.

WHEREAS, the City Council of the City of Alvin, Texas , deems it advisable to issue Certificates of Obligation of the City in accordance with the Notice hereinafter set forth; and

WHEREAS, the City desires to authorize the preparation of a Preliminary Official Statement and Notice of Sale in anticipation of its issuance of the Certificates;

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

Section 1. The findings, determinations, definitions and recitations set out in the preamble to this Resolution are found to be true and correct and are hereby adopted by City Council and made a part hereof for all purposes.

Section 2. The City Secretary is hereby authorized and directed to cause to be published in the manner required by law and in substantially the form attached hereto as Exhibit A, a Notice of the City's intention to issue the Certificates.

Section 3. The Notice shall be published once a week for two (2) consecutive weeks in a newspaper that is of general circulation in the City, the date of the first publication to be at least forty-six (46) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates. In addition, the Notice shall be posted continuously on the City's website for at least forty-five (45) days before the date tentatively set in the Notice for the passage of the ordinance authorizing the issuance of the Certificates.

Section 4. For the purposes of the Notice, the City hereby designates as self-supporting those public securities listed in the attached Exhibit B, the debt service on which the City currently pays from sources other than ad valorem tax collections. The City plans to continue to pay these public securities based on this practice; however, there is no guarantee this practice will continue in future years.

Section 5. The City hereby authorizes the preparation and distribution of a Notice of Sale and Preliminary Official Statement relating to the Certificates and authorizes the City Manager or the Chief Financial Officer to approve the contents of and deem final such Preliminary Official Statement within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934.

Section 6. For purposes of section 1.150-2(d) of the Treasury Regulations, this Notice serves as the City's official declaration of intent to reimburse itself from proceeds of the Certificates in the maximum principal amount and for expenditures paid in connection with the

projects, each as set forth in Exhibit A hereof. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date the project to which such expenditure relates is placed in service or abandoned, but in to event more than three (3) years after the original expenditure is paid.

Section 7. The City's financial advisor, US Capital Advisors LLC, and bond counsel, Bracewell LLP, are authorized and directed to proceed with the necessary arrangements for the sale of the Certificates in accordance with the aforesaid Notice of Sale and Preliminary Official Statement.

Section 8. The Mayor, City Manager, Chief Financial Officer, City Secretary, and other officers and agents of the City are hereby authorized and directed to do any and all things necessary or desirable to carry out the provisions of this resolution.

Section 9. This Resolution shall take effect immediately upon its passage.

PASSED AND APPROVED on this the 4th day of June 2020.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____

Paul A. Horn, Mayor

By: _____

Dixie Roberts, City Secretary

EXHIBIT A

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Alvin, Texas , will meet at the City Council Chambers, 216 West Sealy Street, Alvin, Texas, 77511, at 7:00 p.m., on the 6th day of August, 2020 (unless alternative meeting arrangements are required to address public health concerns, which meeting arrangements will be specified in the notice of such meeting posted in accordance with applicable law), which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's Tax & Revenue Certificates of Obligation, Series 2020, in the maximum aggregate principal amount not to exceed \$5,500,000, payable from ad valorem taxes and from a limited pledge of a subordinate lien, which lien shall be in an amount not to exceed \$1,000, on the net revenues of the City's water and sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the certificates of obligation, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purposes of evidencing the indebtedness of the City for all or any part of the costs associated with (i) the construction of improvements to and the equipment of city streets, sidewalks, and related drainage facilities; (ii) the construction of improvements to and the equipment of city parks and recreational facilities; and (iii) the costs of professional services related thereto. The estimated combined principal and interest required to pay the Certificates on time and in full is \$7,746,200. Such estimate is provided for illustrative purposes only, and is based on an assumed interest rate of approximately 2.388%. Market conditions affecting interest rates vary based on a number of factors beyond the control of the City, and the City cannot and does not guarantee a particular interest rate associated with the Certificates. As of the date of this notice, the aggregate principal amount outstanding of tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting in Resolution No. 20-R-18, dated June 4, 2020, which resolution is available from the City upon request) is \$18,803,238. Based on the City's expectations, as of the date of this notice, the combined principal and interest required to pay all of the outstanding tax-supported debt obligations of the City (excluding public securities secured by an ad valorem tax but designated by the City as self-supporting) on time and in full is \$25,619,795.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 4th day of June 2020.

Dixie Roberts
City Secretary
City of Alvin, Texas

EXHIBIT B

SELF-SUPPORTING DEBT

\$15,896,762 Total Principal Amount Designated as Self-Supporting

The total principal amount of self-supporting debt is comprised of some or all of the debt from the following series of obligations:

Series Designation

General Obligation Refunding Bonds, Series 2011

General Obligation Refunding Bonds, Series 2012

General Obligation Refunding Bonds, Series 2013

Tax & Revenue Certificates of Obligation, Series 2015

General Obligation Refunding Bonds, Series 2017

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS
COUNTY OF BRAZORIA

§
§

I, the undersigned officer of the City Council of the City of Alvin, Texas, hereby certify as follows:

1. The City Council of the City of Alvin, Texas, convened in a regular meeting on the 4th day of June 2020, at the regular meeting place of the City Council, and the roll was called of the duly constituted officers and members of said City Council, to wit:

Paul Horn	Mayor
Brad Richards	Council Member At Large 1
Joel Castro	Mayor Pro-tem and Council Member At Large 2
Martin Vela	Council Member, District A
Adam Arendell	Council Member, District B
Keith Thompson	Council Member, District C
Glenn Starkey	Council Member, District D
Gabe Adame	Council Member, District E

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

RESOLUTION NO. 20-R-18

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING PUBLICATION OF NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION; AUTHORIZING THE PREPARATION OF A PRELIMINARY OFFICIAL STATEMENT AND NOTICE OF SALE; AND PROVIDING FOR OTHER MATTERS INCIDENTAL THERETO

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said resolution be adopted; and, after due discussion, said motion, carrying with it the adoption of said resolution, prevailed and carried by the following vote:

_____ Member(s) of City Council shown present voted "Aye."

_____ Member(s) of City Council shown present voted "No."

2. A true, full and correct copy of the aforesaid Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; that said resolution has been duly recorded in said City Council's minutes of said meeting; that the above and foregoing paragraph is a true, full and correct excerpt from said City Council's minutes of said meeting pertaining to the adoption of said resolution; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551 of the Texas Government Code.

SIGNED AND SEALED this ____ day of _____, 2020.

Dixie Roberts
City Secretary
City of Alvin, Texas

[SEAL]

CITY OF ALVIN, TEXAS
TAX & REVENUE CERTIFICATES OF OBLIGATIONS, SERIES 2020
S&P “AA”
COUNCIL MEETS 1ST & 3RD THURSDAY OF THE MONTH (7:00PM)

Draft 4
5/27/2020

Tentative Timetable of Events

MAY						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

JUNE						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

JULY						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

AUGUST						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23/30	24	25	26	27	28	29

Complete By	Day	Event	Parties
May 15	Friday	Send first draft of certificate documents to working group for comments.	FA
June 1	Monday	Comments due on the first draft of certificate documents.	All
June 4	Thursday	City Council approves the Notice of Intent (óNOIô) to issue Tax & Revenue Certificates of Obligation, Series 2020 (the óCertificatesô).	C, BC,FA
June 5	Friday	City posts the NOI on the City website. (Posting must remain on the City's website until after the Certificate sale date.)	C
June 5	Friday	Send first draft Certificate documents to Standard & Poor's Rating Services for review. Request rating call.	FA
June 10	Wednesday	City provides NOI to the Alvin Sun for publication.	C
June 14	Sunday	City publishes the first NOI in the local paper.	C, BC
June 21	Sunday	City publishes the second NOI in the local paper.	C, BC
Late June/Early July		Rating call with City Officials, Financial Advisor and S&P _____, __, 2020.	C, FA
July 10	Friday	Send second draft of Certificate documents for comments.	FA
July 23	Thursday	Receive S&P verbal rating.	FA
July 23	Thursday	Comments due on second draft of Certificate documents.	All

July 28	Tuesday	Print and mail POS ñ IPREO, Bloomberg, MAC.	FA
July 28	Tuesday	Request CUSIPs.	FA
August 6	Thursday	Competitive sale (Bids received until 10:00 a.m.).	All
August 6	Thursday	City Council adopts Ordinance authorizing the Certificates.	All
August 7	Friday	Distribute draft of Final Official Statement (óOSô).	FA
August 12	Wednesday	Comments due on draft OS.	ALL
August 13	Thursday	Print and mail Final OS.	FA
August 27	Thursday	Deliver Certificates.	C, BC

Legend

City of Alvin
Bracewell
US Capital Advisors

Issuer (C)
Bond Counsel (BC)
Financial Advisor (FA)



AGENDA COMMENTARY

Meeting Date: 6/4/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 20-P, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending and altering the prima facie speed limit established for vehicles under the provisions of §545.356, Texas Transportation Code, upon the basis of an engineering and traffic investigation, upon certain streets and highways, or parts thereof, within the corporate city limits of the City of Alvin, as set out in this Ordinance; providing for a penalty; providing for a repealer clause and severability clause; providing for publication, and effective date; and setting forth other provisions related thereto; that along SH 6 from County Road 142 to the south Alvin City Limit, a distance of approximately 0.976 miles, the speed limit shall be 50 mph.

Type of Item: ☒Ordinance ☐Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: On April 8, 2020, the City received a letter from the Director of Transportation Operations for the Texas Department of Transportation (TXDOT), notifying the City of a change to the posted speed limit along SH 6 from County Road 142 to the south Alvin City Limit. TXDOT revised the speed limit based on a Speed Zone Study that they recently conducted. In order for this change to be enforceable, the City must approve an ordinance to amend Chapter 24 Traffic to revise the speed limit from 60 mph to 50 mph. Ordinance 20-P amends Chapter 24 therefore accomplishing this goal. The speed limit change is as follows:

1. Along SH 6 from County Road 142 to the south city limit of the City of Alvin, approximately 0.976 mile, the speed limit shall be 50 mph.

Staff recommends approval of Ordinance 20-P.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 6/1/2020 SLH

Supporting documents attached:

- Ordinance 20-P
- TXDOT Letter
- TXDOT Speed Zone Strip Map

Recommendation: Move to approve Ordinance 20-P, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending and altering the prima facie speed limit established for vehicles under the provisions of §545.356, Texas

Transportation Code, upon the basis of an engineering and traffic investigation, upon certain streets and highways, or parts thereof, within the corporate city limits of the City of Alvin, as set out in this Ordinance; providing for a penalty; providing for a repealer clause and severability clause; providing for publication, and effective date; and setting forth other provisions related thereto; that along SH 6 from County Road 142 to the South Alvin City Limit, a distance of approximately 0.976 miles, the speed limit shall be 50 mph.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

ORDINANCE NO. 20-P

AN ORDINANCE AMENDING CHAPTER 24, TRAFFIC, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING AND ALTERING THE PRIMA FACIE SPEED LIMIT ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTION 545.356 OF THE TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVIN, AS SET OUT IN THIS ORDINANCE; PROVIDING FOR A PENALTY; PROVIDING FOR A REPEALER CLAUSE AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION, AND EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the city, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. That the City Council hereby adopts the recitals and findings set forth in the preamble hereof.

Section 2. That Article I, In General, of Chapter 24, Traffic, of the Code of Ordinances of the City of Alvin, Texas is hereby amended, which said sections shall read as follows:

ARTICLE I. IN GENERAL

...

Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of §545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described and that Section 24-6, Traffic, In General, of the Code of Ordinances, City of Alvin, Texas is hereby amended to read as follows:

“Sec. 24-6. Same – On specified streets and highways.

...

- (c) Along SH 6, from County Road 142 to the south Alvin City Limit, a distance of approximately 0.976 mile, the speed limit shall be 50 mph.

Section 2. That except as amended herein, all other provisions of Chapter 24 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. **Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. **Penalty Provision.** Any person, firm or corporation violating a provision of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

Section 5. **Publication.** The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the Charter of the City of Alvin, Texas.

Section 6. **Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 7. **Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 4th day of June 2020.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



Proposed TXDOT Speed Limit Change
50 MPH on E. Hwy 6
ORD 20-P

Rec'd 4/8/20



P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

April 3, 2020

The Honorable Paul Horn
Mayor
City of Alvin
216 West Sealy
Alvin, Texas 77511

RE: Request for City Ordinance Speed Zone – SH 6 – Brazoria County

Dear Mayor Horn:

Our office has completed a Speed Zone Study along SH 6 within the City of Alvin. Attached you will find Speed Zone Strip Map number 5666 A and a prepared Speed Zone Ordinance suggested by the *Texas League of Municipalities* containing the recommended zone along SH 6. If you concur with the recommended zone please furnish this office with a copy of your executed ordinance.

Should you have questions please contact Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856 or Rogelio Rubico at (713) 802-5182.

Sincerely,

Ugonna U. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: Gaurang S. Pandit, P.E.
Rogelio R. Rubico, P.E.



AGENDA COMMENTARY

Meeting Date: 6/4/2020

Department: Engineering

Contact: Michelle Segovia, City Engineer

Agenda Item: Consider Ordinance 20-Q, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending and altering the prima facie speed limit established for vehicles under the provisions of §545.356, Texas Transportation Code, upon the basis of an engineering and traffic investigation, upon certain streets and highways, or parts thereof, within the corporate city limits of the City of Alvin, as set out in this Ordinance; providing for a penalty; providing for a repealer clause and severability clause; providing for publication, and effective date; and setting forth other provisions related thereto; that along FM 1462 from W. Clearwood to Johnson Street, a distance of approximately 1.501 miles, the speed limit shall be 45 mph, and along FM 1462 from Johnson Street to a point 211 feet east of SH 35, a distance of 0.441 miles, the speed limit shall be 40 mph.

Type of Item: ☒ Ordinance ☐ Resolution ☐ Contract/Agreement ☐ Public Hearing ☐ Plat ☐ Discussion & Direction ☐ Other

Summary: On May 12, 2020, the City received a letter from the Director of Transportation Operations for the Texas Department of Transportation (TXDOT), notifying the City of a changes to the posted speed limits along FM 1462. TXDOT revised the speed limits based on a Speed Zone Study that they recently conducted. In order for these changes to be enforceable, the City must approve an ordinance to amend Chapter 24 Traffic to revise the speed limits. Ordinance 20-Q amends Chapter 24 therefore accomplishing this goal. The speed limit change is as follows:

1. Along FM 1462, from the centerline of W. Clearwood Road to the centerline of Johnson Street, a distance of approximately 1.501 miles, the speed limit shall be 45 mph. (previously 55 mph)
2. Along FM 1462, from the centerline of Johnson Street, to a point 211 feet east of the centerline of SH 35, a distance of approximately 0.441 mile, the speed limit shall be 40 mph. (previously 45 mph)

Staff recommends approval of Ordinance 20-Q.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☒ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 6/1/2020 SLH

Supporting documents attached:

- Ordinance 20-Q

- TXDOT Letter
 - TXDOT Speed Zone Strip Map
-

Recommendation: Move to approve Ordinance 20-Q, amending Chapter 24, Traffic, of the Code of Ordinances, City of Alvin, Texas, for the purpose of amending and altering the prima facie speed limit established for vehicles under the provisions of §545.356, Texas Transportation Code, upon the basis of an engineering and traffic investigation, upon certain streets and highways, or parts thereof, within the corporate city limits of the City of Alvin, as set out in this Ordinance; providing for a penalty; providing for a repealer clause and severability clause; providing for publication, and effective date; and setting forth other provisions related thereto; that along FM 1462 from W. Clearwood to Johnson Street, a distance of approximately 1.501 miles, the speed limit shall be 45 mph, and along FM 1462 from Johnson Street to a point 211 feet east of SH 35, a distance of 0.441 miles, the speed limit shall be 40 mph.

Reviewed by Department Head, if applicable ☒

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☐

Reviewed by City Manager ☒

ORDINANCE NO. 20-Q

AN ORDINANCE AMENDING CHAPTER 24, TRAFFIC, OF THE CODE OF ORDINANCES, CITY OF ALVIN, TEXAS, FOR THE PURPOSE OF AMENDING AND ALTERING THE PRIMA FACIE SPEED LIMIT ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF SECTION 545.356 OF THE TEXAS TRANSPORTATION CODE, UPON THE BASIS OF AN ENGINEERING AND TRAFFIC INVESTIGATION, UPON CERTAIN STREETS AND HIGHWAYS, OR PARTS THEREOF, WITHIN THE CORPORATE LIMITS OF THE CITY OF ALVIN, AS SET OUT IN THIS ORDINANCE; PROVIDING FOR A PENALTY; PROVIDING FOR A REPEALER CLAUSE AND SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION, AND EFFECTIVE DATE; AND SETTING FORTH OTHER PROVISIONS RELATED THERETO.

WHEREAS, Section 545.356 of the Texas Transportation Code provides that whenever the governing body of the City shall determine upon the basis of an engineering and traffic investigation that any prima facie speed therein set forth is greater or less than is reasonable or safe under the conditions found to exist at any intersection or other place or upon any part of a street or highway within the city, taking into consideration the width and condition of the pavement and other circumstances on such portion of said street or highway, as well as the usual traffic thereon, said governing body may determine and declare a reasonable and safe prima facie speed limit thereat or thereon by the passage of an ordinance, which shall be effective when appropriate signs giving notice thereof are erected at such intersection or other place or part of the street or highway;

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

Section 1. That the City Council hereby adopts the recitals and findings set forth in the preamble hereof.

Section 2. That Article I, In General, of Chapter 24, Traffic, of the Code of Ordinances of the City of Alvin, Texas is hereby amended, which said sections shall read as follows:

ARTICLE I. IN GENERAL

...

Upon the basis of an engineering and traffic investigation heretofore made as authorized by the provisions of §545.356, Texas Transportation Code, the following prima facie speed limits hereafter indicated for vehicles are hereby determined and declared to be reasonable and safe; and such speed limits are hereby fixed at the rate of speed indicated for vehicles traveling upon the named streets and highways, or parts thereof, described and that Section 24-6, Traffic, In General, of the Code of Ordinances, City of Alvin, Texas is hereby amended to read as follows:

“Sec. 24-6. Same – On specified streets and highways.

...

- (tt) Along FM 1462, from the centerline of W. Clearwood Road to the centerline of Johnson Street, a distance of approximately 1.501 miles, the speed limit shall be 45 mph.
- (uu) Along FM 1462, from the centerline of Johnson Street, to a point 211 feet east of the centerline of SH 35, a distance of approximately 0.441 mile, the speed limit shall be 40 mph.

Section 2. That except as amended herein, all other provisions of Chapter 24 of the Code of Ordinances, City of Alvin, Texas, shall remain in full force and effect. To the extent of any conflict or inconsistency between the provisions of this Ordinance and any other ordinance, the provisions of this Ordinance shall control.

Section 3. **Severability.** Should any section or part of this ordinance be held unconstitutional, illegal, or invalid, or the application to any person or circumstance for any reasons thereof ineffective or inapplicable, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no way affect, impair or invalidate the remaining portion or portions thereof; but as to such remaining portion or portions, the same shall be and remain in full force and effect and to this end the provisions of this ordinance are declared to be severable.

Section 4. **Penalty Provision.** Any person, firm or corporation violating a provision of this chapter shall be guilty of a misdemeanor, and upon conviction shall be subject to a fine in accordance with the general penalty section 1-5 of the Code of Ordinances.

Section 5. **Publication.** The City Secretary of the City of Alvin is hereby directed to publish this Ordinance, or its caption and penalty clause, in one issue of the official City newspaper as required by the Charter of the City of Alvin, Texas.

Section 6. **Effective Date.** This Ordinance shall take effect immediately from and after its passage and publication in accordance with the provisions of Chapter 52 of the Texas Local Government Code and the City of Alvin Charter.

Section 7. **Open Meetings.** It is hereby officially found and determined that the meeting at which this Ordinance was passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

PASSED AND APPROVED on this 4th day of June 2020.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary

Rec'd 5/12/20



Texas Department of Transportation

P.O. BOX 1386 | HOUSTON, TEXAS 77251-1386 | 713.802.5000 | WWW.TXDOT.GOV

April 30, 2020

The Honorable Paul Horn
Mayor
City of Alvin
216 W. Sealy St.
Alvin, Texas 77511-2341

RE: Request for City Speed Zone Ordinance – FM 1462 – Brazoria County

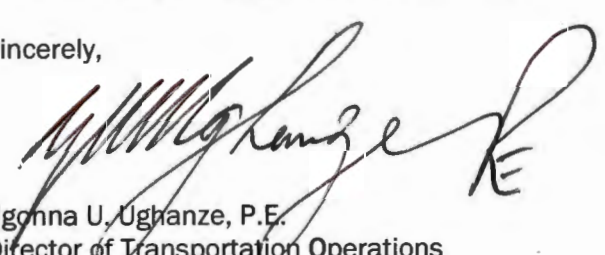
Dear Mayor Horn:

Our office has completed a Speed Zone Study along FM 1462 within the City of Alvin. Attached you will find a Speed Zone Strip Map numbered 5833 E and a prepared Speed Zone Ordinance suggested by the *Texas League of Municipalities* containing the recommended speed zone along FM 1462.

If you concur with the recommended zone please furnish this office with a copy of your executed ordinance.

Should you have questions please contact Gaurang Pandit, Transportation Engineer Supervisor at (713) 802-5856 or Rogelio Rubico at (713) 802-5182.

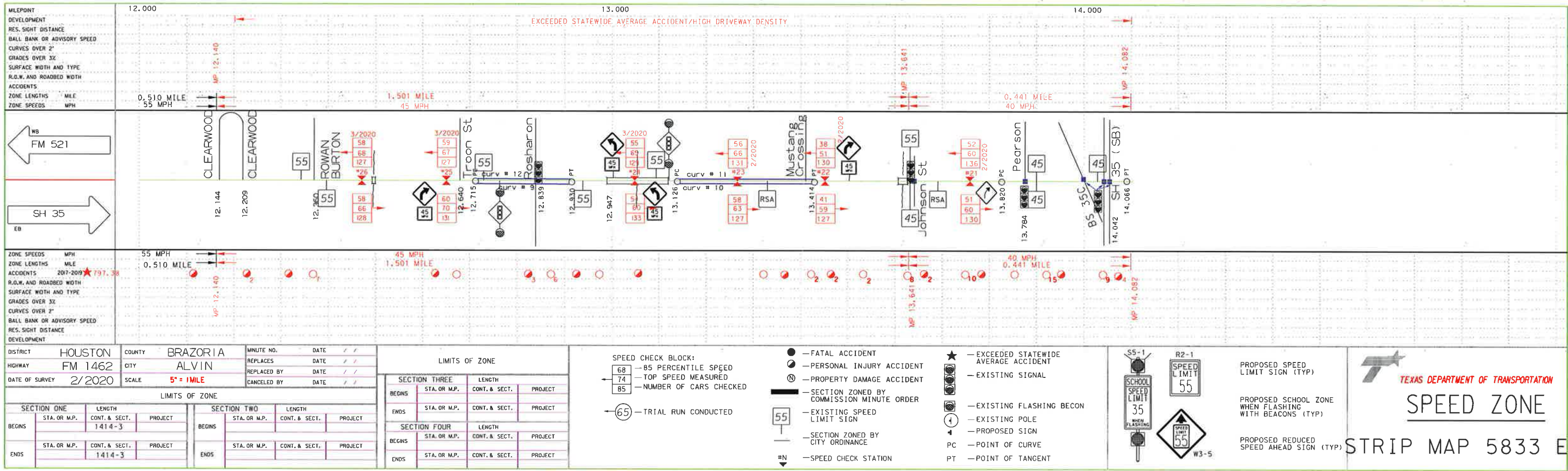
Sincerely,



Ugonna U. Ughanze, P.E.
Director of Transportation Operations
Houston District

Attachments

cc: Gaurang S. Pandit, P.E.
Rogelio R. Rubico, P.E.
Dixie Roberts, TRMC. – City of Alvin, City Secretary





AGENDA COMMENTARY

Meeting Date: 6/4/2020

Department: City Manager

Contact: Junru Roland

Agenda Item: Consider Resolution 20-R-19 of the City Council of the City of Alvin, Texas, authorizing and approving the Coronavirus Relief Fund, and the Coronavirus Aid, Relief and Economic Security (CARES) Act Application; providing for open meetings; and providing for other related matters.

Type of Item: ☐Ordinance ☒Resolution ☐Contract/Agreement ☐Public Hearing ☐Plat ☐Discussion & Direction ☐Other

Summary: Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide much needed resources to help governments, businesses, and individuals respond to the current pandemic. Within the CARES Act, the Coronavirus Relief Fund (CRF) was created to provide financial resources to state and local governments. As it relates to the CRF, Texas has received approximately \$11.24 billion from the United States Department of Treasury for direct coronavirus related expenses based on the funding formula provided in the CARES Act.

Consistent with the CARES Act, 45% of the total \$11.24 billion state allocation – approximately \$5.06 billion – will be made available to local governments. Of that \$5.06 billion, the Department of Treasury has directly sent over \$3.2 billion to the six cities and 12 counties in Texas with a population greater than 500,000. That leaves approximately \$1.85 billion that the State has made available to the remaining cities and counties.

The allocation from the \$1.85 billion in local funds is available to cities and counties on a \$55 per capita allotment. Twenty percent (20%) of each jurisdiction's allocation will be made available immediately upon certification to the State that grant terms will be followed.

Because the City of Alvin is below the 500,000 population and so is Brazoria County, the City will receive a direct allocation of CARES Act Funds from the State of Texas, in the amount of \$55 per capita population of residents located within Brazoria County. Based on the calculation per capita, the City of Alvin was allocated \$1,549,845, with 20% (\$309,969) of which can be disbursed immediately upon the completion of the CARES Act certification/application.

The CARES Act provides that payments from the CRF may only be used to cover costs that:

- 1.) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
- 2.) were not accounted for in the budget most recently approved as of March 27, 2020; and
- 3.) were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

A minimum of 75% of the allotment must be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The remainder of the allotment may be spent in any of the other categories provided within the Treasury guidance.

Funding Expected: Revenue ☐ Expenditure ☐ N/A ☐ **Budgeted Item:** Yes ☐ No ☐ N/A ☒

Funding Account: _____ **Amount:** _____ **1295 Form Required?** Yes ☐ No ☐

Legal Review Required: N/A ☐ Required ☒ **Date Completed:** 6/1/2020 SLH

Supporting documents attached:

- Resolution 20-R-19
- CRF – Terms & Conditions
- CRF – Application and certification

Recommendation: Move to approve Resolution 20-R-19 of the City Council of the City of Alvin, Texas, authorizing and approving the Coronavirus Relief Fund, and the Coronavirus Aid, Relief and Economic Security (CARES) Act application; providing for open meetings, and providing for other related matters.

Reviewed by Department Head, if applicable ☐

Reviewed by City Attorney, if applicable ☒

Reviewed by Chief Financial Officer, if applicable ☒

Reviewed by City Manager ☒

RESOLUTION 20-R-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ALVIN, TEXAS, AUTHORIZING AND APPROVING THE CORONAVIRUS RELIEF FUND, AND THE CORONAVIRUS AID, RELIEF AND ECONOMIC SECURITY (CARES) ACT APPLICATION; PROVIDING FOR OPEN MEETINGS; AND PROVIDING FOR OTHER RELATED MATTERS.

WHEREAS, the City of Alvin City Council finds it in the best interest of the citizens of Alvin, that the City of Alvin seek funding available through the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”); and

WHEREAS, the City of Alvin understands that the Coronavirus Relief Fund (“CRF”) may only be used to cover costs that (1) are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); (2) were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and (3) were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020; and

WHEREAS, the City of Alvin understands that the Department of Treasury may recoup amounts received from the Coronavirus Relief Fund (the “Fund”) that have not been used in a manner consistent with the law; and

WHEREAS, the City of Alvin understands that if the City of Alvin, Texas, has not used the funds it has received to cover costs that were incurred by December 30, 2020, those funds must be returned to the Department of Treasury;

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

Section 1. That the facts and matters set forth in the Preamble of this Resolution are hereby found to be true and correct.

Section 2. That the City Council of the City of Alvin, Texas, certifies that the City of Alvin, Texas, possesses the legal authority to apply for the Coronavirus Relief Fund established by the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”).

Section 3. That the City Council of the City of Alvin, Texas, authorizes the filing of the application, including all understandings and assurances contained therein.

Section 4. That the City of Alvin, Texas, directs and authorizes the City Manager as the City’s official representative to act in connection with the application and to provide such additional information as may be required.

PASSED AND APPROVED this the 4th day of June 2020.

CITY OF ALVIN, TEXAS

ATTEST:

By: _____
Paul A. Horn, Mayor

By: _____
Dixie Roberts, City Secretary



CORONAVIRUS RELIEF FUND (CRF) TERMS AND CONDITIONS

TEXAS DIVISION OF EMERGENCY MANAGEMENT

MAY 11, 2020

About This Document

In this document, grantees will find the terms and conditions applicable to payments distributed in the form of grants to local units of governments from the Coronavirus Relief Fund established within section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act").

These requirements are in addition to those that can be found within the Grant Management System (GMS), to which grantees agreed to when accepting the grant. Other state and federal requirements and conditions may apply to your grant, including but not limited to: 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Chapter 783 of the Texas Government Code; the Uniform Grant Management Standards (UGMS) developed by the Comptroller of Public Accounts; the state Funding Announcement or Solicitation under which the grant application was made; and any applicable documents referenced in the documents listed above.

To the extent the terms and conditions of this grant agreement do not address a particular circumstance or are otherwise unclear or ambiguous, such terms and conditions are to be construed consistent with the general objectives, expectations and purposes of this grant agreement and in all cases, according to its fair meaning. The parties acknowledge that each party and its counsel have reviewed this grant agreement and that any rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this grant agreement. Any vague, ambiguous or conflicting terms shall be interpreted and construed in such a manner as to accomplish the purpose of the grant agreement.

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1 Grant Agreement Requirements and Conditions

1.1 *Applicability of Grant Agreement and Provisions*

The Grant Agreement is subject to the additional terms, conditions, and requirements of other laws, rules, regulations and plans recited herein and is intended to be the full and complete expression of and constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and all prior and contemporaneous understandings, agreements, promises, representations, terms and conditions, both oral and written, are superseded and replaced by this Grant Agreement.

Notwithstanding any expiration or termination of this Grant Agreement, the rights and obligations pertaining to the grant close-out, cooperation and provision of additional information, return of grant funds, audit rights, records retention, public information, and any other provision implying survivability shall remain in effect after the expiration or termination of this Grant Agreement.

1.2 *Legal Authority to Apply*

The grantee certifies that it possesses legal authority to apply for the grant. A resolution, motion or similar action has been or will be duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative, or their designee of the organization to act in connection with the application and to provide such additional information as may be required.

1.3 *Grant Acceptance*

The Notice of Subrecipient Grant Award remains an offer until the fully executed copy of this Grant Agreement is received by the Texas Division of Emergency Management (TDEM).

1.4 *Project Period*

Funding has been authorized for eligible expenditures incurred between March 1, 2020 and December 30, 2020. The specific performance period for this grant is listed on the Notice of Subrecipient Grant Award. All expenditures must be incurred, and all services must be received within the performance period. TDEM will not be obligated to reimburse expenses incurred after the performance period. A cost is incurred when the responsible unit of government has expended funds to cover the cost.

1.5 *General Responsibility*

Per the CARES Act, CRF grant funds may only be used to cover expenses that –

1. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19)
2. were not accounted for in the budget most recently approved as of March 27, 2020 for the state or government; and
3. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

The US Department of Treasury (Treasury) provided additional guidance on the permissible use of grant funds, including nonexclusive examples of eligible expenses in the following categories:

1. Medical expenses,
2. Public health expenses,

3. Payroll expenses for public safety, public health, health care, human services, and similar employees whose services are substantially dedicated to mitigating or responding to the COVID-19 public health emergency,
4. Expenses of actions to facilitate compliance with COVID-19-related public health measures,
5. Expenses associated with the provision of economic support in connection with the COVID-19 public health emergency, and
6. Any other COVID-19-related expenses reasonably necessary to the function of government that satisfy the Fund's eligibility criteria.

Further explanation of these categories and examples can be found at the following link:

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Guidance-for-State-Territorial-Local-and-Tribal-Governments.pdf>

<https://home.treasury.gov/system/files/136/Coronavirus-Relief-Fund-Frequently-Asked-Questions.pdf>

The subrecipient agrees that a minimum of 75% of its allotment will be spent in the categories of medical expenses, public health expenses and payroll expenses for employees substantially dedicated to mitigating or responding to the public emergency. The remainder of the allotment may be spent in any of the categories provided within the Treasury guidance.

The grantee certifies compliance with these eligible expenses by executing the CARES Act Coronavirus Relief Fund Eligibility Certification Form in Exhibit E, which is attached hereto and incorporated for all purposes.

The grantee is responsible for the integrity of the fiscal and programmatic management of the grant project; accountability for all funds awarded; and compliance with TDEM administrative rules, policies and procedures, and applicable federal and state laws and regulations.

The grantee will maintain an appropriate grant administration system to ensure that all terms, conditions and specifications of the grant are met.

1.6 Amendments and Changes to the Grant Agreement

TDEM and the grantee may agree to make adjustments to the grant. Adjustments include, but are not limited to, modifying the scope of the grant project, adding funds to previously un-awarded cost items or categories changing funds in any awarded cost items or category, deobligating awarded funds or changing grant officials.

The grantee has no right or entitlement to reimbursement with grant funds. TDEM and grantee agree that any act, action or representation by either Party, their agents or employees that purports to waive or alter the terms of the Grant Agreement or increase the maximum liability of TDEM is void unless a written amendment to this Grant Agreement is first executed and documented in GMS. The grantee agrees that nothing in this Grant Agreement will be interpreted to create an obligation or liability of TDEM in excess of the "Maximum Liability of the TDEM" as set forth in the Notice of Subrecipient Grant Award.

Any alterations, additions, or deletions to the terms of this Grant Agreement must be documented in GMS to be binding upon the Parties. Notwithstanding this requirement, it is understood and agreed by Parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this Grant Agreement and that any such changes shall be automatically incorporated into this Grant Agreement without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law.

1.7 Jurisdictional Cooperation

A municipality may yield any portion of its allocated funds to the county within which it exists or a county may yield any portion of its allocated funds to a municipality within its footprint for eligible expenses. This may be accomplished in one of the following ways:

1. By a grant amendment, as described in section 1.6, where by funds are deobligated from the original subrecipient and then added to previously un-awarded costs items or categories of the receiving jurisdiction's grant award.
2. A subrecipient may use funds pursuant to this agreement to subcontract with another political subdivision within its jurisdiction for eligible and necessary expenditures incurred due to the public health emergency. The subrecipient is responsible for ensuring subcontractor eligibility and maintaining all required documentation.

1.8 Public Information and Meetings

Notwithstanding any provisions of this Grant Agreement to the contrary, the grantee acknowledges that the State of Texas, TDEM, and this Grant Agreement are subject to the Texas Public Information Act, Texas Government Code Chapter 552 (the "PIA"). The grantee acknowledges that TDEM will comply with the PIA, as interpreted by judicial opinions and opinions of the Attorney General of the State of Texas.

The grantee acknowledges that information created or exchanged in connection with this Grant Agreement, including all reimbursement documentation submitted to TDEM, is subject to the PIA, whether created or produced by the grantee or any third party, and the grantee agrees that information not otherwise excepted from disclosure under the PIA, will be available in a format that is accessible by the public at no additional charge to TDEM or State of Texas. The grantee will cooperate with TDEM in the production of documents or information responsive to a request for information.

1.9 Remedies for Non-Compliance

If TDEM determines that the grantee materially fails to comply with any term of this grant agreement, whether stated in a federal or state statute or regulation, an assurance, in a state plan or application, a notice of award, or any other applicable requirement, TDEM, in its sole discretion may take actions including:

1. Temporarily withholding cash payments pending correction of the deficiency or more severe enforcement action by TDEM;
2. Disallowing or denying use of funds for all or part of the cost of the activity or action not in compliance;
3. Disallowing claims for reimbursement;
4. Wholly or partially suspending or terminating this grant;
5. Requiring return or offset of previous reimbursements;
6. Prohibiting the grantee from applying for or receiving additional funds for other grant programs administered by TDEM until repayment to TDEM is made and any other compliance or audit finding is satisfactorily resolved;
7. Reducing the grant award maximum liability of TDEM;
8. Terminating this Grant Agreement;
9. Imposing a corrective action plan;

10. Withholding further awards; or

11. Taking other remedies or appropriate actions.

The grantee costs resulting from obligations incurred during a suspension or after termination of this grant are not allowable unless TDEM expressly authorizes them in the notice of suspension or termination or subsequently.

TDEM, at its sole discretion, may impose sanctions without first requiring a corrective action plan.

1.10 False Statements by Grantee

By acceptance of this grant agreement, the grantee makes all the statements, representations, warranties, guarantees, certifications and affirmations included in this grant agreement. If applicable, the grantee will comply with the requirements of 31 USC § 3729, which set forth that no grantee of federal payments shall submit a false claim for payment.

If any of the statements, representations, certifications, affirmations, warranties, or guarantees are false or if the grantee signs or executes the grant agreement with a false statement or it is subsequently determined that the grantee has violated any of the statements, representations, warranties, guarantees, certifications or affirmations included in this grant agreement, then TDEM may consider this act a possible default under this grant agreement and may terminate or void this grant agreement for cause and pursue other remedies available to TDEM under this grant agreement and applicable law. False statements or claims made in connection with TDEM grants may result in fines, imprisonment, and debarment from participating in federal grants or contract, and/or other remedy available by law, potentially including the provisions of 38 USC §§ 3801-3812, which details the administrative remedies for false claims and statements made.

1.11 Conflict of Interest Safeguards

The grantee will establish safeguards to prohibit its employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain, whether for themselves or others, particularly those with whom they have family, business, or other ties. The grantee will operate with complete independence and objectivity without actual, potential, or apparent conflict of interest with respect to its performance under this Grant Agreement. The grantee certifies as to its own organization, that to the best of their knowledge and belief, no member of The A&M System or The A&M System Board of Regents, nor any employee, or person, whose salary is payable in whole or in part by a member of The A&M System, has direct or indirect financial interest in the award of this Grant Agreement, or in the services to which this Grant Agreement relates, or in any of the profits, real or potential, thereof.

1.12 Fraud, Waste, and Abuse

The grantee understands that TDEM does not tolerate any type of fraud, waste, or misuse of funds received from TDEM. TDEM's policy is to promote consistent, legal, and ethical organizational behavior, by assigning responsibilities and providing guidelines to enforce controls. Any violations of law, TDEM policies, or standards of ethical conduct will be investigated, and appropriate actions will be taken. The grantee understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal and state grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

In the event grantee becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from TDEM that is made against the grantee, the grantee is required to immediately notify TDEM of said allegation or finding and to continue to inform TDEM of the status of any such on-going investigations. The grantee must also promptly refer to TDEM any credible evidence that a principal,

employee, agent, grantee, contractor, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. Grantees must also immediately notify TDEM in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify TDEM in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand, notices, subpoenas, lawsuits, or indictments to TDEM.

1.13 Termination of the Agreement

TDEM may, at its sole discretion, terminate this Grant Agreement, without recourse, liability or penalty against TDEM, upon written notice to grantee. In the event grantee fails to perform or comply with an obligation or a term, condition or provision of this Grant Agreement, TDEM may, upon written notice to grantee, terminate this agreement for cause, without further notice or opportunity to cure. Such notification of Termination for Cause will state the effective date of such termination, and if no effective date is specified, the effective date will be the date of the notification.

TDEM and grantee may mutually agree to terminate this Grant Agreement. TDEM in its sole discretion will determine if, as part of the agreed termination, grantee is required to return any or all of the disbursed grant funds.

Termination is not an exclusive remedy, but will be in addition to any other rights and remedies provided in equity, by law, or under this Grant Agreement, including those remedies listed at 2 C.F.R. 200.207 and 2 C.F.R. 200.338 – 200.342. Following termination by TDEM, grantee shall continue to be obligated to TDEM for the return of grant funds in accordance with applicable provisions of this Grant Agreement. In the event of termination under this Section, TDEM's obligation to reimburse grantee is limited to allowable costs incurred and paid by the grantee prior to the effective date of termination, and any allowable costs determined by TDEM in its sole discretion to be reasonable and necessary to cost-effectively wind up the grant. Termination of this Grant Agreement for any reason or expiration of this Grant Agreement shall not release the Parties from any liability or obligation set forth in this Grant Agreement that is expressly stated to survive any such termination or expiration.

1.14 Limitation of Liability

TO THE EXTENT ALLOWED BY LAW, THE GRANTEE SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE STATE OF TEXAS AND AGENCY, AND/OR THEIR OFFICERS, REGENTS, AGENTS, EMPLOYEES, REPRESENTATIVES, CONTRACTORS, ASSIGNEES, AND/OR DESIGNEES FROM ANY AND ALL LIABILITY, ACTIONS, CLAIMS, DEMANDS, OR SUITS, AND ALL RELATED COSTS, ATTORNEY FEES, AND EXPENSES ARISING OUT OF, OR RESULTING FROM ANY ACTS OR OMISSIONS OF RESPONDENT OR ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, ORDER FULFILLERS, OR SUPPLIERS OF SUBCONTRACTORS IN THE EXECUTION OR PERFORMANCE OF THE CONTRACT AND ANY PURCHASE ORDERS ISSUED UNDER THE CONTRACT. THE DEFENSE SHALL BE COORDINATED BY RESPONDENT WITH THE OFFICE OF THE TEXAS ATTORNEY GENERAL WHEN TEXAS STATE AGENCIES ARE NAMED DEFENDANTS IN ANY LAWSUIT AND RESPONDENT MAY NOT AGREE TO ANY SETTLEMENT WITHOUT FIRST OBTAINING THE CONCURRENCE FROM THE OFFICE OF THE TEXAS ATTORNEY GENERAL. RESPONDENT AND AGENCY AGREE TO FURNISH TIMELY WRITTEN NOTICE TO EACH OTHER OF ANY SUCH CLAIM.

The grantee agrees that no provision of this Grant Agreement is in any way intended to constitute a waiver by TDEM as an agency of the State of Texas, its officers, regents, employees, agents, or contractors or the State of Texas of any privileges, rights, defenses, remedies, or immunities from suit and liability that TDEM or the State of Texas may have by operation of law.

1.15 Dispute Resolution

The Parties' representatives will meet as needed to implement the terms of this Grant Agreement and will make a good faith attempt to informally resolve any disputes.

Notwithstanding any other provision of this Grant Agreement to the contrary, unless otherwise requested or approved in writing by TDEM, the grantee shall continue performance and shall not be excused from performance during the period any breach of Grant Agreement claim or dispute is pending.

The dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General pursuant to Chapter 2260, shall be used by TDEM and grantee to attempt to resolve any claim for breach of contract made by the grantee that cannot be resolved in the ordinary course of business. Grantee shall submit written notice of a claim of breach of contract under this Chapter to the Chief of TDEM, who shall examine the grantee's claim and any counterclaim and negotiate with grantee in an effort to resolve the claim.

The laws of the State of Texas govern this Grant Agreement and all disputes arising out of or relating to this Grant Agreement, without regard to any otherwise applicable conflict of law rules or requirements. Venue for any grantee-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement shall be commenced exclusively in the Travis County District Court or the United States District Court, Southern District of Texas - Houston Division. Venue for any TDEM-initiated action, suit, litigation or other proceeding arising out of or in any way relating to this Grant Agreement may be commenced in a Texas state district court or a United States District Court selected by TDEM in its sole discretion.

The grantee hereby irrevocably and unconditionally consents to the exclusive jurisdiction of the courts referenced above for the purpose of prosecuting and/or defending such litigation. The grantee hereby waives and agrees not to assert by way of motion, as a defense, or otherwise, in any suit, action or proceeding, any claim that the grantee is not personally subject to the jurisdiction of the above-named courts; the suit, action or proceeding is brought in an inconvenient forum; and/or the venue is improper.

1.16 Liability for Taxes

The grantee agrees and acknowledges that grantee is an independent contractor and shall be entirely responsible for the liability and payment of grantee's and grantee's employees' taxes of whatever kind, arising out of the performances in this Grant Agreement. The grantee agrees to comply with all state and federal laws applicable to any such persons, including laws regarding wages, taxes, insurance, and workers' compensation. TDEM and/or the State of Texas shall not be liable to the grantee, its employees, agents, or others for the payment of taxes or the provision of unemployment insurance and/or workers' compensation or any benefit available to a state employee or employee of TDEM.

1.17 Required State Assurances

The grantee must comply with the applicable State Assurances included within the State Uniform Grant Management Standards (UGMS), Section III, Subpart B, __.14, which are attached hereto and incorporated for all purposes as Exhibit A.

1.18 System for Award Management (SAM) Requirements

- A. The grantee agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM) (or with a successor government-wide system officially designated by OMB and, if applicable, the federal funding agency). These requirements include maintaining current registrations and the currency of the information in SAM. The grantee will review and update information at least annually until submission of the final financial report required under the award or

receipt of final payment, whichever is later, as required by 2 CFR Part 25.

- B. The grantee will comply with Executive Orders 12549 and 12689 that requires “a contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM)”, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority. The grantee certifies it will verify each vendor’s status to ensure the vendor is not debarred, suspended, otherwise excluded or declared ineligible by checking the SAM before doing/renewing business with that vendor.
- C. The grantee certifies that it and its principals are eligible to participate in this Grant Agreement and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and the grantee is in compliance with the State of Texas statutes and rules relating to procurement and that the grantee is not listed in the federal government’s terrorism watch list as described in Executive Order 13224.

1.19 No Obligation by Federal Government

The Parties acknowledge and agree that the federal government is not a party to this Grant Agreement and is not subject to any obligations or liabilities to either Party, third party or subcontractor pertaining to any matter resulting from this Grant Agreement.

1.20 Notice

Notice may be given to the grantee via GMS, email, hand-delivery, or United States Mail. Notices to the grantee will be sent to the name and address supplied by grantee in GMS.

1.21 Force Majeure

Neither the grantee nor TDEM shall be required to perform any obligation under this Grant Agreement or be liable or responsible for any loss or damage resulting from its failure to perform so long as performance is delayed by force majeure or acts of God, including but not limited to strikes, lockouts or labor shortages, embargo, riot, war, revolution, terrorism, rebellion, insurrection, pandemic, flood, natural disaster, or interruption of utilities from external causes. Each Party must inform the other in writing, with proof of receipt, within three (3) business days of the existence of such force majeure, or otherwise waive this right as a defense.

1.22 Debt to State

The grantee certifies, to the extent grantee owes any debt (child support or other obligation) or delinquent taxes to the State of Texas, any payments grantee is owed under this Grant Agreement may be applied by the Comptroller of Public Accounts toward any such debt or delinquent taxes until such debt or delinquent taxes are paid in full.

1.23 Franchise Tax Certification

If grantee is a taxable entity subject to the Texas Franchise Tax (Chapter 171, Texas Tax Code), then grantee certifies that it is not currently delinquent in the payment of any franchise (margin) taxes or that grantee is exempt from the payment of franchise (margin) taxes.

1.24 Severability

If any provisions of this Grant Agreement are rendered or declared illegal for any reason, or shall be invalid or unenforceable, such provision shall be modified or deleted in such manner so as to afford the Party for whose benefit it was intended the fullest benefit commensurate with making this Grant Agreement, as modified, enforceable, and the remainder of this Grant Agreement and the application of such provision to other persons or circumstances shall not be affected thereby, but shall be enforced to the greatest extent permitted by applicable law.

1.25 E-Verify

By entering into this Grant Agreement, grantee certifies and ensures that it utilizes and will continue to utilize, for the term of this Grant Agreement, the U.S. Department of Homeland Security's e-Verify system to determine the eligibility of (a) all persons employed during the contract term to perform duties within Texas; and (b) all persons (including subcontractors) assigned by the grantee pursuant to the Grant Agreement.

1.26 Compliance with Federal Law, Regulations, and Executive Orders

Grantee acknowledges that federal financial assistance funds will be used to fund the Grant Agreement. Grantee will comply with all applicable federal law, regulations, executive orders, policies, procedures, and directives.

1.27 Clean Air Act

The following is only applicable if the amount of the contract exceeds \$150,000.

- a. Grantee agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.28 Federal Water Pollution Control Act

- a. Grantee agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- b. Grantee agrees to report each violation to TDEM and understands and agrees that TDEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. Grantee agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by this Grant Agreement.

1.29 Suspension and Debarment

- a. This Grant Agreement is a covered transaction for purposes of 2 C.F.R. pt 180 and 2 C.F.R. pt. 3000. Grantee certifies that grantee, grantee's principals (defined at 2C.F.R. Sec. 180.995), or its

affiliates (defined at 2 C.F.R. Sec. 180.905) are excluded (defined at 2 C.F.R. Sec. 180.940) or disqualified (defined at 2 C.F.R. Sec. 180.935).

- b. Grantee must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by TDEM. If it is later determined that grantee did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, in addition to remedies available to TDEM, the Federal Government may pursue available remedies, including but limited to suspension and/or debarment.

1.30 Energy Conservation

If applicable, grantee agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

1.31 Procurement of Recovered Materials

- a. In the performance of this Grant Agreement, grantee shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired –
 - (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (ii) Meeting contract performance requirements; or
 - (iii) At a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

1.32 Terminated Contracts

The grantee has not had a contract terminated or been denied the renewal of any contract for noncompliance with policies or regulations of any state or federally funded program within the past five (5) years nor is it currently prohibited from contracting with a governmental agency. If the grantee does have such a terminated contract, the grantee shall identify the contract and provide an explanation for the termination. The grantee acknowledges that this Grant Agreement may be terminated and payment withheld or return of grant funds required if this certification is inaccurate or false.

2 Property and Procurement Requirements

2.1 Property Management and Inventory

The grantee must ensure equipment purchased with grant funds is used for the purpose of the grant and as approved by TDEM. The grantee must develop and implement a control system to prevent loss, damage or theft of property and investigate and document any loss, damage or theft of property funded under this Grant.

The grantee must account for any real and personal property acquired with grant funds or received from

the Federal Government in accordance with 2 CFR 200.310 Insurance coverage through 200.316 Property trust relationship and 200.329 Reporting on real property. This documentation must be maintained by the grantee, according to the requirements listed herein, and provided to TDEM upon request, if applicable.

When original or replacement equipment acquired under this award by the grantee is no longer needed for the original project or program or for other activities currently or previously supported by the federal awarding agency or TDEM, the grantee must make proper disposition of the equipment pursuant to 2 CFR 200.

The grantee will maintain specified equipment management and inventory procedures for equipment (including replacement equipment), whether acquired in whole or in part with grant funds, until disposition takes place, with a per-unit cost of \$5,000 or greater. The equipment and inventory procedures include:

- A. The grantee must keep an inventory report on file containing equipment purchased with any grant funds during the grant period. The inventory report must agree with the approved grant budget and the final Financial Status Report and shall be available to TDEM at all times upon request.
- B. The grantee must maintain property/inventory records which, at minimum, include a description of the property, a serial number or other identification number, the source of property, who holds title, the acquisition date, the cost of the property, the percentage of Federal participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.
- C. The grantee shall permanently identify all such equipment by appropriate tags or labels affixed to the equipment. Exceptions to this requirement are limited to items where placing of the marking is not possible due to the nature of the equipment.

2.2 Consulting Contracts

Pre-approval of costs related to consulting contracts is required and the value of consulting contracts entered into by the grantee may not exceed 5% of the total funds received by the local unit of government.

2.3 Procurement Practices and Policies

The grantee must follow applicable federal and state law, federal procurement standards specified in regulations governing federal awards to non-federal entities, their established policy, and best practices for procuring goods or services with grant funds. Procurement activities must follow the most restrictive of federal, state and local procurement regulations. Contracts must be routinely monitored for delivery of services or goods.

2.4 Contract Provisions Under Federal Awards

All contracts made by a grantee under a federal award must contain the provisions outlined in 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Appendix II to Part 200 Contract Provisions for Non-Federal Entity Contracts Under Federal Awards.

3 Audit and Records Requirements

3.1 Cooperation with Monitoring, Audits, and Records Requirements

All records and expenditures are subject to, and grantee agrees to comply with, monitoring and/or audits conducted by the United States Department of Treasury's Inspector General (DOTIG), TDEM, and the State

Auditor's Office (SAO) or designee. The grantee shall maintain under GAAP or GASB, adequate records that enable DOTIG, TDEM, and SAO to ensure proper accounting for all costs and performances related to this Grant Agreement.

3.2 Single Audit Requirements

Any grantee expending \$750,000 or more in federal funds in a fiscal year may be subject to Single Audit Requirements in 2 CFR, Part 200, Subpart F – Audit Requirements, at https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

The grantees expending more than \$750,000 in state funds in a fiscal year are subject to the requirements in the Texas Single Audit Circular, at <https://comptroller.texas.gov/purchasing/docs/ugms.pdf>. The audit must be completed and the data collection and reporting package described in 2 CFR 200.512 must be submitted to the Federal Audit Clearinghouse (FAC) within 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period, whichever is earlier.

3.3 Requirement to Address Audit Findings

If any audit, monitoring, investigations, review of awards, or other compliance review reveals any discrepancies, inadequacies, or deficiencies which are necessary to correct in order to maintain compliance with this Grant Agreement, applicable laws, regulations, or the grantee's obligations hereunder, the grantee agrees to propose and submit to TDEM a corrective action plan to correct such discrepancies or inadequacies within thirty (30) calendar days after the grantee's receipt of the findings. The grantee's corrective action plan is subject to the approval of TDEM.

The grantee understands and agrees that the grantee must make every effort to address and resolve all outstanding issues, findings, or actions identified by DOTIG, TDEM, or SAO through the corrective action plan or any other corrective plan. Failure to promptly and adequately address these findings may result in grant funds being withheld, other related requirements being imposed, or other sanctions and penalties. The grantee agrees to complete any corrective action approved by TDEM within the time period specified by TDEM and to the satisfaction of TDEM, at the sole cost of the grantee. The grantee shall provide to TDEM periodic status reports regarding the grantee's resolution of any audit, corrective action plan, or other compliance activity for which the grantee is responsible.

3.4 Records Retention

- A. The grantee shall maintain appropriate audit trails to provide accountability for all expenditures of grant funds, reporting measures, and funds received from TDEM under this Grant Agreement. Audit trails maintained by the grantee will, at a minimum, identify the supporting documentation prepared by the grantee to permit an audit of its accounting systems and payment verification with respect to the expenditure of any funds awarded under this Grant Agreement.
- B. The grantee must maintain fiscal records and supporting documentation for all expenditures resulting from this Grant Agreement pursuant to 2 CFR 200.333 and state law.
 - 1. The grantee must retain these records and any supporting documentation for a minimum of seven (7) years from the later of the completion of this project's public objective, submission of the final expenditure report, any litigation, dispute, or audit.
 - 2. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
 - 3. TDEM may direct a grantee to retain documents for longer periods of time or to transfer certain records to TDEM or federal custody when it is determined that the records possess long term

retention value.

4 Prohibited and Regulated Activities and Expenditures

4.1 Prohibited Costs

- A. Funds may not be used to fill shortfalls in government revenue to cover expenditures that would not otherwise qualify under the statute. Revenue replacement is not a permissible use of these grant funds. In accordance with Section 3.1 all record and expenditures are subject to review.
- B. Damages covered by insurance.
- C. Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency.
- D. Duplication of benefits including expenses that have been or will be reimbursed under any other federal program.
- E. Reimbursement to donors for donated items or services.
- F. Workforce bonuses other than hazard pay or overtime.
- G. Severance pay.
- H. Legal settlements.

4.2 Political Activities

Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- A. Unless specifically authorized to do so by federal law, grant recipients or their grantees or contractors are prohibited from using grant funds directly or indirectly for political purposes, including lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
- B. Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- C. Grant-funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- D. Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of

a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

- E. As applicable, the grantee and each contracting tier will comply with 31 USC § 1352, which provides that none of the funds provided under an award may be expended by the grantee to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal action concerning the award or renewal. Grantee shall file the required certification attached hereto and incorporated for all purposes as Exhibit F. Each contracting tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

5 Financial Requirements

5.1 Direct Deposit

A completed direct deposit form from the grantee must be provided to TDEM prior to receiving any payments. The direct deposit form is currently available at <https://grants.tdem.texas.gov/>.

5.2 Payments and Required Documentation

Funding for this Grant Agreement is appropriated under the Coronavirus Aid, Relief, and Economic Security Act, 2020 (Public Law 116-136) enacted on March 27, 2020, as amended, to facilitate protective measures for and recovery from the public health emergency in areas affected by COVID-19, which are Presidentially-declared major disaster areas under Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.). All expenditures under this Grant Agreement must be made in accordance with this Grant Agreement and any other applicable laws, rules or regulations. Further, grantee acknowledges that all funds are subject to recapture and repayment for non-compliance pursuant to Section 5.7 below.

Payment of funds on projects may be initiated by the grantee through a Request for Reimbursement (RFR) in GMS.

Grantee may initiate an Advance of Funds Request (AFR) through GMS for an initial cash advance to cover actual costs incurred or up to 20% of their total allocation, whichever is larger.

Additional advances or reimbursement requests may be requested following full reporting to TDEM of expenses incurred and applied against the initial and/or any subsequent advance payments.

If sufficient progress is not made towards expenditure of advanced funds and/or the grantee fails to meet financial reporting obligations, TDEM may implement sanctions as necessary up to and including grant termination.

All documentation for expenditures paid during the project period must be submitted to TDEM on or before the grant liquidation date.

5.3 Financial Reporting

Financial reports must be submitted to TDEM on a quarterly basis via GMS but can be submitted more often as necessary to draw down funds.

The final financial report must be submitted to TDEM on or before the grant liquidation date or the grant funds may lapse and TDEM will provide them as grants to other eligible jurisdictions.

5.4 Reimbursements

TDEM will be obligated to reimburse the grantee for the expenditure of actual and allowable allocable costs incurred and paid by the grantee pursuant to this Grant Agreement. TDEM is not obligated to pay unauthorized costs or to reimburse expenses that were incurred by the grantee prior to the commencement or after the termination of this Grant Agreement.

5.5 Refunds and Deductions

If TDEM determines that the grantee has been overpaid any grant funds under this Grant Agreement, including payments made inadvertently or payments made but later determined to not be actual and allowable allocable costs, the grantee shall return to TDEM the amount identified by TDEM as an overpayment. The grantee shall refund any overpayment to TDEM within thirty (30) calendar days of the receipt of the notice of the overpayment from TDEM unless an alternate payment plan is specified by TDEM. Refunds may be remitted to: Texas Division of Emergency Management, P.O. Box 15467, Austin, Texas 78761.

5.6 Recapture of Funds

The discretionary right of TDEM to terminate for convenience under Section 1.13 notwithstanding, TDEM shall have the right to terminate the Grant Agreement and to recapture, and be reimbursed for any payments made by TDEM: (i) that are not allowed under applicable laws, rules, and regulations; or (ii) that are otherwise inconsistent with this Grant Agreement, including any unapproved expenditures.

5.7 Liquidation Period

Grant funds will liquidate 90 calendar days following the project period end date or on December 30, 2020, whichever is earlier. Funds not obligated by the end of the grant period and not expended by the liquidation date will revert to TDEM.

5.8 Project Close Out

TDEM will close-out the grant award when it determines that all applicable administrative actions and all required work of the grant have been completed by the grantee.

The grantee must submit all financial, performance, and other reports as required by the terms and conditions of the grant award.

The grantee must promptly refund any balances of unobligated cash that TDEM paid in advance or paid and that are not authorized to be retained by the grantee for use in other projects.

[EXHIBITS AND SIGNATURE PAGE FOLLOWS]

EXHIBIT A - State of Texas Assurances

As the duly authorized representative of Grantee, I certify that Grantee:

1. Shall comply with Texas Government Code, Chapter 573, by ensuring that no officer, employee, or member of the grantee's governing body or of the grantee's contractor shall vote or confirm the employment of any person related within the second degree of affinity or the third degree of consanguinity to any member of the governing body or to any other officer or employee authorized to employ or supervise such person. This prohibition shall not prohibit the employment of a person who shall have been continuously employed for a period of two years, or such other period stipulated by local law, prior to the election or appointment of the officer, employee, or governing body member related to such person in the prohibited degree.
2. Shall insure that all information collected, assembled, or maintained by the grantee relative to a project will be available to the public during normal business hours in compliance with Texas Government Code, Chapter 552, unless otherwise expressly prohibited by law.
3. Shall comply with Texas Government Code, Chapter 551, which requires all regular, special, or called meetings of governmental bodies to be open to the public, except as otherwise provided by law or specifically permitted in the Texas Constitution.
4. Shall comply with Section 231.006, Texas Family Code, which prohibits payments to a person who is in arrears on child support payments.
5. Shall not contract with or issue a license, certificate, or permit to the owner, operator, or administrator of a facility if the grantee is a health, human services, public safety, or law enforcement agency and the license, permit, or certificate has been revoked by another health and human services agency or public safety or law enforcement agency.
6. Shall comply with all rules adopted by the Texas Commission on Law Enforcement pursuant to Chapter 1701, Texas Occupations Code, or shall provide the grantor agency with a certification from the Texas Commission on Law Enforcement that the agency is in the process of achieving compliance with such rules if the grantee is a law enforcement agency regulated by Texas Occupations Code, Chapter 1701.
7. Shall follow all assurances. When incorporated into a grant award or contract, standard assurances contained in the application package become terms or conditions for receipt of grant funds. Administering state agencies and grantees shall maintain an appropriate contract administration system to insure that all terms, conditions, and specifications are met. (See UGMS Section __.36 for additional guidance on contract provisions).
8. Shall comply with the Texas Family Code, Section 261.101, which requires reporting of all suspected cases of child abuse to local law enforcement authorities and to the Texas Department of Child Protective and Regulatory Services. Grantee shall also ensure that all program personnel are properly trained and aware of this requirement.
9. Shall comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352), which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990 including Titles I, II, and III of the Americans with Disability Act which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities, 44 U.S.C. §§ 12101-12213; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment, and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Grant.
10. Shall comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally assisted construction subagreements.
11. Shall comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646), which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
12. Shall comply with the provisions of the Hatch Political Activity Act (5 U.S.C. §§7321-29), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal funds.
13. Shall comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act and the Intergovernmental Personnel Act of 1970, as applicable.

14. Shall insure that the facilities under its ownership, lease, or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA (EO 11738).
15. Shall comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234. Section 102(a) requires the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition proposed for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards.
16. Shall comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of federal actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clear Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
17. Shall comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
18. Shall assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
19. Shall comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) which requires the minimum standards of care and treatment for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public according to the Guide for Care and Use of Laboratory Animals and Public Health Service Policy and Government Principals Regarding the Care and Use of Animals.
20. Shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residential structures.
21. Shall comply with the Pro-Children Act of 1994 (Public Law 103-277), which prohibits smoking within any portion of any indoor facility used for the provision of services for children.
22. Shall comply with all federal tax laws and are solely responsible for filing all required state and federal tax forms.
23. Shall comply with all applicable requirements of all other federal and state laws, executive orders, regulations, and policies governing this program.
24. And its principals are eligible to participate and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and it is not listed on a state or federal government's terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement have Exclusions listed at <https://www.sam.gov/portal/public/SAM/>.
25. Shall adopt and implement applicable provisions of the model HIV/AIDS work place guidelines of the Texas Department of Health as required by the Texas Health and Safety Code, Ann., Sec. 85.001, et seq.
26. Shall comply with the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991.

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the County Judge, Mayor or City Manager of _____
("County"/"Municipality"), and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
2. I understand that the State will rely on this certification as a material representation in making grant payments to the County/Municipality.
3. I acknowledge that County should keep records sufficient to demonstrate that the expenditure of funds it has received is in accordance with section 601(d) of the Social Security Act.
4. I acknowledge that all records and expenditures are subject to audit by the United States Department of Treasury's Inspector General, the Texas Division of Emergency Management, and the Texas State Auditor's Office, or designee.
5. I acknowledge that County has an affirmative obligation to identify and report any duplication of benefits. I understand that the State has an obligation and the authority to deobligate or offset any duplicated benefits.
6. I acknowledge and agree that County/Municipality shall be liable for any costs disallowed pursuant to financial or compliance audits of funds received.
7. I acknowledge that if County has not used funds it has received to cover costs that were incurred by December 30, 2020, as required by the statute, those funds must be returned to the United States Department of the Treasury.
8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____

Signature: _____

Title: _____

Date: _____

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ State of Texas Assurances, hereinafter referred to as "Exhibit A"

_____ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

_____ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT B – CARES ACT CORONAVIRUS RELIEF FUND ELIGIBILITY CERTIFICATION

I, _____, am the County Judge, Mayor or City Manager of _____
("County"/"Municipality"), and I certify that:

1. I have the authority on behalf of County/Municipality to request grant payments from the State of Texas ("State") for federal funds appropriated pursuant to section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020).
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8. I acknowledge that the County/Municipality's proposed uses of the funds provided as grant payments from the State by federal appropriation under section 601 of the Social Security Act will be used only to cover those costs that:
 - a. are necessary expenditures incurred due to the public health emergency and governor's disaster declaration on March 13, 2020 with respect to the Coronavirus Disease 2019 (COVID-19);
 - b. were not accounted for in the budget most recently approved as of March 27, 2020, for County/Municipality; and
 - c. were incurred during the period that begins on March 1, 2020 and ends on December 30, 2020.

In addition to each of the statements above, I acknowledge on submission of this certification that my jurisdiction has incurred eligible expenses between March 1, 2020 and the date noted below.

By: _____

Signature: _____

Title: _____

Date: _____

EXHIBIT C - CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned grantee, _____, certifies, to the best of his or her knowledge that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. Sec. 1352 (as amended by the Lobbying Disclosure Act of 119). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The grantee, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, grantee understands and agrees that the provisions of 31 U.S.C. Sec. 3801 *et seq.* apply to his certification and disclosure, if any.

By: _____

Signature: _____

Title: _____

Date: _____

Please initial by each Exhibit, acknowledging you have received them, understand them, and agree to abide by them.

_____ State of Texas Assurances, hereinafter referred to as "Exhibit A"

_____ CARES Act Coronavirus Relief Fund Eligibility Certification, hereinafter referred to as "Exhibit B"

_____ Certification Regarding Lobbying, hereinafter referred to as "Exhibit C"

Please sign below to acknowledged acceptance of the grant and all exhibits in this Grant Agreement, and to abide by all terms and conditions.

By: _____

Signature: _____

Title: _____

Date: _____