



RITA G. JONSE, MAYOR  
GENE KRUPPA, MAYOR PRO-TEM, PLACE 1  
MARIA AMEZCUA, PLACE 2  
ANNE WEIR, PLACE 3  
ZINDIA PIERSON, PLACE 4  
REBECCA DAVIES, PLACE 5  
TODD SHANER, PLACE 6

## **CITY COUNCIL REGULAR MEETING AGENDA**

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WEDNESDAY, NOVEMBER 15, 2017

7:00 P.M.

CITY COUNCIL CHAMBERS, 105 E. EGGLESTON ST.

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### **CALL TO ORDER AND ANNOUNCE A QUORUM IS PRESENT**

### **PLEDGE OF ALLEGIANCE**

### **PRESENTATION**

- |   |                              |
|---|------------------------------|
| 1. Recognition of outgoing Presiding Municipal Judge William G. Gibson presented by Mayor Rita Jonse. | Thomas Bolt,<br>City Manager |
| 2. Recognition of outgoing Council Member Rebecca Davies presented by Mayor Rita Jonse.               | Thomas Bolt,<br>City Manager |

### **PUBLIC COMMENTS**

Comments will be taken from the audience on non-agenda related topics for a length of time, not to exceed three minutes per person. Comments on specific agenda items must be made when the item comes before the Council. To address the City Council, please register on the speaker sign-in sheet at least five-minutes prior to the scheduled meeting time. **NO ACTION MAY BE TAKEN BY THE CITY COUNCIL DURING PUBLIC COMMENTS.**

### **CONSENT AGENDA**

The following Items will be enacted by one motion. There will be no separate discussion of these items unless requested by the Mayor or a Council Member; in which event, the item will be removed from the consent agenda and considered separately.

- |  |                                    |
|--|------------------------------------|
| 3. Consideration, discussion, and possible action to approve the City Council Minutes:   | Lluvia Tijerina,<br>City Secretary |
| <ul style="list-style-type: none"><li>• November 1, 2017, Regular Meeting</li><li>• November 8, 2017, Called Special Session</li></ul> |                                    |

- |  |                                 |
|--|---------------------------------|
| 4. Consideration, discussion, and possible action on the acceptance of the October 2017 Departmental Reports: <ul style="list-style-type: none"><li>• Development Services – Scott Dunlop</li><li>• Police – Chief Ryan Phipps</li><li>• Municipal Court – Sarah Friberg</li><li>• Public Works – Mike Tuley</li></ul> | Thomas Bolt,<br>City Manager    |
| 5. Consideration, discussion, and possible action on the acceptance of the unaudited October 2017 Monthly Financial Report.  | Thomas Bolt,<br>City Manager    |
| 6. Consideration, discussion, and possible action on the second and final reading of an ordinance granting a franchise to SÍEnergy, L.P. to furnish and supply gas to the public within the City of Manor.   | Thomas Bolt,<br>City Manager    |
| 7. Consideration, discussion, and possible action to approve a resolution regarding a financing agreement between The City of Manor and Government Capital Corporation.  | Ryan Phipps,<br>Chief of Police |

#### REGULAR AGENDA

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|--|--|
| 8. Consideration, discussion, and possible action on a first reading of an ordinance rezoning 3 lots, totaling 22.7 acres more or less, Lot 1 Block A KST/Voelker Tract Resub of Lot 2 Block A and Abstract 315 Survey 63 Gates G, locally known as 14215 Suncrest Road, from Interim Agricultural (A) district zoning to Light Industrial (IN-1) district zoning. | Scott Dunlop,<br>Planning Coordinator  |
| 9. Consideration, discussion, and possible on an ordinance to amend Manor Code of Ordinances, Chapter 3, Article 3.11 Outdoor Lighting.  | Scott Dunlop,<br>Planning Coordinator  |
| 10. Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances Chapter 6 to add article 6.04 Water Quality Protection regulating the city's storm water system, drainage, and outfalls.  | Pauline M. Gray<br>City Engineer       |
| 11. Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances Chapter 6 adding Article 6.05 Storm Water Facility Maintenance establishing requirements for post-construction storm water facility maintenance.  | Pauline M. Gray<br>City Engineer       |
| 12. Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinance Chapter 6 adding Article 6.06 Erosion and Sedimentation Control establishing erosion and sediment control requirements.  | Pauline M. Gray<br>City Engineer       |
| 13. Consideration, discussion, and possible action on adopting the Revised Implementation Plan (I-Plan) for One Total Maximum Daily Load (TMDL) for Bacteria in Gilleland Creek.   | Frank T. Phelan, P.E.<br>City Engineer |
| 14. Consideration, discussion, and possible action on rejecting a non-responsive bid and awarding a construction contract for the 2016 Drainage Improvements Project.  | Pauline M. Gray<br>City Engineer       |

- |   |                                       |
|---|---------------------------------------|
| 15. Consideration, discussion, and possible action to accept the resignation of Deja Hill from Place No. 2 and Charles Russell Jr. from Place No. 4 on the Planning and Zoning Commission (P&Z); and Declare Vacancies on the P&Z Commission. | Scott Dunlop,<br>Planning Coordinator |
| 16. Consideration, discussion, and possible action on a development agreement with U-Pull-It Auto Parts.  | Scott Dunlop,<br>Planning Coordinator |

## EXECUTIVE SESSION

The City Council will now Convene into executive session pursuant to Section 551.071, Texas Government Code, and Section 1.05, Texas Disciplinary Rules of Professional Conduct to consult with legal counsel regarding:

- a) The City Charter;
- b) The development agreement with U-Pull-It Auto Parts

## OPEN SESSION

The City Council will now reconvene into Open Session pursuant to the provisions of Chapter 551 Texas Government Code and take action, if any, on item(s) discussed during Closed Executive Session.

## ADJOURNMENT

In addition to any executive session already listed above, the City Council for the City of Manor reserves the right to adjourn into executive session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code for the following purposes:

§551.071 Consultation with Attorney  
§551.072 Deliberations regarding Real Property  
§551.073 Deliberations regarding Gifts and Donations  
§551.074 Personnel Matters  
§551.076 Deliberations regarding Security Devices  
§551.087 Deliberations regarding Economic Development Negotiations

## POSTING CERTIFICATION

I, the undersigned authority do hereby certify that this Notice of Meeting was posted on the bulletin board, at the City Hall of the City of Manor, Texas, a place convenient and readily accessible to the general public at all times and said Notice was posted on the following date and time: Thursday, November 9, 2017, by 5:00 p.m. and remained so posted continuously for at least 72 hours preceding the scheduled time of said meeting.

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Lluvia Tijerina  
City Secretary for the City of Manor, Texas

## NOTICE OF ASSISTANCE AT PUBLIC MEETINGS:

*The City of Manor is committed to compliance with the Americans with Disabilities Act. Manor City Hall and the Council Chambers are wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary at 512.272.5555 or e-mail [ltijerina@cityofmanor.org](mailto:ltijerina@cityofmanor.org).*



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** November 15, 2017

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Recognition of outgoing Presiding Municipal Judge William G. Gibson presented by Mayor Rita Jonse.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☒ YES ☐ NO

**ATTACHMENTS:** ☐ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☒ NO

**STAFF RECOMMENDATION:**

**PLANNING & ZONING COMMISSION:** ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

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## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** November 15, 2017

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Recognition of outgoing Council Member Rebecca Davies presented by Mayor Rita Jonse.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☒ YES ☐ NO

**ATTACHMENTS:** ☐ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☒ NO

**STAFF RECOMMENDATION:**

**PLANNING & ZONING COMMISSION:** ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

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## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** November 15, 2017

**PREPARED BY:** Lluvia Tijerina, City Secretary

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action to approve the City Council Minutes of the November 1, 2017, Regular Meeting; and the November 8, 2017, Called Special Session.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

**ATTACHMENTS:** ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

November 1, 2017, City Council Regular Meeting Minutes

November 8, 2017, City Council Called Special Session Minutes

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the City Council Minutes for the November 1, 2017, Regular Meeting; and the November 8, 2017, Called Special Session.

**PLANNING & ZONING COMMISSION:** ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

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**CITY COUNCIL  
REGULAR SESSION MINUTES  
NOVEMBER 1, 2017**

**PRESENT:**

Rita G. Jonse, Mayor

**COUNCIL MEMBERS:**

Gene Kruppa, Mayor Pro-Tem, Place 1  
Maria Amezcua, Place 2  
Anne R. Weir, Place 3  
Zindia Pierson, Place 4  
Rebecca Davies, Place 5  
Todd Shaner, Place 6

**CITY STAFF:**

Thomas Bolt, City Manager  
Lluvia Tijerina, City Secretary  
Scott Dunlop, Planning Coordinator  
Ryan Phipps, Chief of Police  
Lydia Collins, Director of Finance  
Tracey Vasquez, Human Resources Coordinator  
Jeff Ulmann, City Attorney

**REGULAR SESSION – 7:00 P.M.**

With a quorum of the Council Members present, the regular session of the Manor City Council was called to order by Mayor Rita G. Jonse at 7:00 p.m. on Wednesday, November 1, 2017, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

At the request of Mayor Jonse, Girl Scout Troop #43011: Isabella Habegger, Shaohannah Habegger, Rebecca Habegger; Elijah Habegger (Cub Scout Pack 62); Katie Harmon; Shalyce Joiner; Sophia King; Landon King (Cub Scout Pack 711); Ryia Barnes, led the Pledge to the American and Texas flags.

## **PUBLIC COMMENTS**

No one appeared to speak at this time.

## **CONSENT AGENDA**

- 1. Consideration, discussion, and possible action to approve the City Council Minutes of the October 18, 2017, Regular Meeting.**
- 2. Consideration, discussion, and possible action on the second and final reading of an ordinance rezoning 1.004 acres, more or less, Lot 2A, Block 1 Kroll-Lundgren Acres Revised Lot 2, locally known as 14405 N. FM 973, from Interim Agricultural (A) to Medium Commercial (C-2). Applicant: Miguel Luna. Owner: Miguel Luna.**

Ordinance No. 491: An Ordinance of the City of Manor, Texas, amending the zoning ordinance by rezoning a parcel of land from interim agricultural (A) to medium commercial (C-2); making findings of fact; and providing for related matters.

- 3. Consideration, discussion, and possible action to approve a resolution regarding a contract for the purpose of financing Parks Department and Waste Water Department Vehicles and Equipment.**

Resolution No. 2017-18: A Resolution regarding a contract for the purpose of financing "Parks & Waste Water Vehicles and Equipment".

City Manager Bolt stated that the items for purchase have been discussed and included in the budget. He clarified the approval was for the purchase agreement.

The discussion was held regarding the funds for the purchase and the buyback assistance for the resale of the equipment.

**MOTION:** Upon a motion made by Council Member Pierson and seconded by Council Member Amezcua, the Council voted seven (7) For and none (0) Against to approve and adopt all items on the consent agenda. The motion carried unanimously.

## **PUBLIC HEARING**

- 4. Conduct a public hearing regarding the annexation of 775.11 acres, more or less, adjacent and contiguous to the city limits and being located in Travis County.**

The City staff's recommendation was that the City Council conduct the public hearing regarding the annexation of 775.11 acres, more or less, adjacent and contiguous to the city limits and being located in Travis County.

Scott Dunlop, Planning Coordinator, was available to address any questions posed by the City Council.

Mayor Jonse opened the public hearing.

City Manager Bolt discussed the new proposed annexation located in Travis County.

John G. Lione Jr. with The Fowler Law Firm PC, 312 W. University Avenue, Georgetown, Texas, spoke before City Council on behalf of the property owners Cecil and Samantha Ballard who reside at 12711 Kimbro Road regarding the opposition to the aspects of the annexation. He stated after speaking to Planning Coordinator Dunlop, he received a revised plan that eliminates the reason for the opposition. He specified if the revised plan presented to him is approved they will no longer oppose the annexation.

Chris Martinez, 12200 Tower, Manor, Texas, spoke to City Council regarding the restrictions for his AG exempt property concerning the burning ban and hunting regulations. Planning Coordinator Dunlop stated he would explain the regulations to Mr. Martinez.

**MOTION:** Upon a motion made by Council Member Pierson and seconded by Council Member Shaner, the Council voted seven (7) For and none (0) Against to close the public hearing regarding the annexation of 775.11 acres, more or less, adjacent and contiguous to the city limits and being located in Travis County. The motion carried unanimously.

**5. Conduct a public hearing regarding the creation of a Public Improvement District – EntradaGlen.**

The City staff's recommendation was that the City Council recess the public hearing regarding the creation of a Public Improvement District – EntradaGlen.

Scott Dunlop, Planning Coordinator, was available to address any questions posed by the City Council.

Mayor Jonse opened the public hearing.

**MOTION:** Upon a motion made by Council Member Pierson and seconded by Council Member Weir, the Council voted seven (7) For and none (0) Against to recess the public hearing regarding the creation of a Public Improvement District – EntradaGlen to the December 6, 2017, Regular City Council Meeting. The motion carried unanimously.

**6. Conduct a public hearing for the purpose of receiving public comments on a proposed franchise for SiEnergy to provide gas services within the City of Manor.**

The City staff's recommendation was that the City Council conduct the public hearing for the purpose of receiving public comments on a proposed franchise for SiEnergy to provide gas services within the City of Manor.

Don Dively, SiEnergy, 3 Lakeway Centre Ct., Suite 110, Austin, Texas was available to address any questions posed by the City Council.

Mayor Jonse opened the public hearing.

City Manager Bolt explained the franchise agreement with SiEnergy for the gas services in the Lagos Development.

Mayor Jonse inquired if the services were only for the Lagos Development or the entire City of Manor. City Manager Bolt stated the services are only for the Lagos Development at this time.

**MOTION:** Upon a motion made by Council Member Pierson and seconded by Council Member Kruppa, the Council voted seven (7) For and none (0) Against to close the public hearing for the purpose of receiving public comments on a proposed franchise for SiEnergy to provide gas services within the City of Manor. The motion carried unanimously.

**7. Conduct a public hearing to review the performance of and obtain comments on the Texas Community Development Program (TxCDBG) Planning and Capacity Building Fund.**

The City staff's recommendation was that the City Council conduct the public hearing to review the performance of and obtain comments on the Texas Community Development Program (TXCDBG) Planning and Capacity Building Fund.

Mayor Jonse opened the public hearing.

At the request of City Manager Bolt, Planning Coordinator Dunlop spoke regarding the presentation and acceptance of the study from GrantWorks. He explained the process to accept the plan by the P&Z Commission and City Council. He introduced Sophia Benner with GrantWorks, 2201 Northland Drive, Austin, Texas. Ms. Benner conducted the attached PowerPoint Presentation regarding the TxCDBG Planning Study.

The discussion was held regarding the review of the key findings and recommendations for the Comprehensive Plan for the City of Manor.

Ms. Benner explained the CDBG Federal Grant that was awarded to the City that helped complete the comprehensive planning study. She stated the plan provided an evaluation of the current conditions and recommendations on Housing, Land Use, Parks, Streets, Central Business District, Economic Development, Capital Improvements Program, Funding Sources, and Utilities (water, wastewater, drainage).

Mayor Jonse thanked Ms. Benner for the presentation and plan study. The discussion was held regarding the funds for the City, the recommendation to establish a 4A or 4B Economic Development Corporation and the jurisdictions of the state roads within the City.

City Manager Bolt thanked Ms. Benner and stated he agreed the City needs a Historic Preservation Entity to be able to reserve what the City has. The discussion was held regarding the historic areas within the City and how the City would adopt an Ordinance that would guide the preservation of the historic buildings within the City.

(Council Member Davies left the dais and Council Chambers at 7:36 p.m.)

**MOTION:** Upon a motion made by Council Member Pierson and seconded by Council Member Amezcua, the Council voted six (6) For and none (0) Against to close the public hearing to review the performance of and obtain comments on the Texas Community Development Program (TxCDBG) Planning and Capacity Building Fund. The motion carried unanimously.

## **REGULAR AGENDA**

### **8. Consideration, discussion, and possible action on the creation of a Public Improvement District – EntradaGlen.**

The City staff's recommendation was that the City Council postpone the creation of a Public Improvement District-EntradaGlen.

**MOTION:** Upon a motion made by Council Member Kruppa and seconded by Council Member Amezcua, the Council voted six (6) For and none (0) Against to postpone the creation of a Public Improvement District Entrada-Glen to the December 6, 2017, Regular City Council Meeting. The motion carried unanimously.

### **9. Consideration, discussion, and possible action on a resolution accepting the City of Manor 2017 – 2027 Comprehensive Plan as fulfillment of TxCDBG contract number 7125054.**

The City staff's recommendation was that the City Council approve a resolution accepting the City of Manor 2017-2027 Comprehensive Plan as fulfillment of TxCDBG contract number 71250542.

Scott Dunlop, Planning Coordinator, was available to address any questions posed by the City Council.

City Manager Bolt explained the approval of the Resolution accepting the fulfillment of the TxCDBG contract.

**MOTION:** Upon a motion made by Council Member Kruppa and seconded by Council Member Pierson, the Council voted six (6) For and none (0) Against to approve Resolution No. 2017-19: A Resolution of the City Council of the City of Manor, Texas, accepting the City of Manor 2017-2027 Comprehensive Plan as fulfillment of TxCDBG Contract No. 7215054; and finding and determining that the meeting at which this resolution was passed was open to the public as required by law. The motion carried unanimously.

### **10. Consideration, discussion, and possible action on the first reading of an ordinance granting a franchise to SiEnergy, L.P. to furnish and supply gas to the public within the City of Manor.**

The City staff's recommendation was that the City Council approve the first reading of an ordinance granting a franchise to SiEnergy, L.P. to furnish and supply gas to the public within the City of Manor.

City Manager Bolt explained the Ordinance regarding the franchise agreement with SiEnergy.

**MOTION:** Upon a motion made by Council Member Pierson and seconded by Council Member Kruppa, the Council voted six (6) For and none (0) Against to approve the first reading of an ordinance granting a franchise to SíEnergy, L.P. to furnish and supply gas to the public within the City of Manor. The motion carried unanimously.

**11. Consideration, discussion, and possible action on a Resolution of City Council of City of Manor Texas Approving Acquisition of Wastewater Utility Easement and the Approval of Wastewater Utility Easement and Wastewater Utility Commitment Agreement between City of Manor, Texas and Edward Wolf regarding 50.360-acre tract in the G Gates Survey No. 63, Abstract 315, Travis County, Texas and authorizing official to sign on behalf of City of Manor, Texas.**

The City staff's recommendation was that the City Council approve the revised easement agreement and the resolution and authorize the City Manager to execute the agreement on behalf of the City of Manor, Texas.

City Manager Bolt explained the Resolution regarding the Wastewater Utility Easement and Wastewater Utility Commitment Agreement.

Mayor Jonse inquired about the amount being proposed in the agreement. City Manager Bolt clarified the school will be paying for the easement.

Council Member Kruppa stated the word "under" in the Resolution was misspelled. The discussion was held regarding the 18-inch and 15-inch wastewater service lines. Council Member Kruppa requested clarification on the wastewater service line sizes.

City Manager Bolt stated the misspelling of the word "under" would be corrected and he would check on the wastewater service line sizes. He advised the City Council to approve the resolution subject to making any adjustments if needed and authorizing him to execute the agreement and resolution after changes are made.

**MOTION:** Upon a motion made by Council Member Kruppa and seconded by Council Member Shaner, the Council voted six (6) For and none (0) Against to approve Resolution No. 2017-20: A Resolution of the City Council of City of Manor, Texas, approving acquisition of Wastewater Utility Easement and the approval of Wastewater Utility Easement and Wastewater Utility Commitment agreement between City of Manor, Texas, and Edward Wolf, also known as Ed Wolf, individually and as independent executor named in the last will and testament of Geraldine Wolf, deceased and as trustee of the Ed Wolf trust in the last will and testament of Geraldine Wolf, deceased, with the understanding of the 15-inch or 18-inch service lines and authorizing the City Manager to execute the revised Resolution and agreement. The motion carried unanimously.



**12. Consideration, discussion, and possible action to close City Offices at noon on December 13, 2017.**

The City staff's recommendation was that the City Council approve to close City Offices at noon on Wednesday, December 13, 2017.

City Manager Bolt stated the request is only to close the City offices from noon until 3:00 p.m.

**MOTION:** Upon a motion made by Council Member Weir and seconded by Council Member Pierson, the Council voted six (6) For and none (0) Against to approve the closure of City Offices from noon until 3:00 p.m. on Wednesday, December 13, 2017. The motion carried unanimously.

**ADJOURNMENT**

**MOTION:** Upon a motion made by Council Member Pierson and seconded by Council Member Weir, the Council voted six (6) For and none (0) Against to adjourn the regular session of the Manor City Council at 8:06 p.m. on Wednesday, November 1, 2017. The motion carried.

These minutes approved by the Manor City Council on the 15<sup>th</sup> day of November 2017.

**APPROVED:**

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Rita G. Jonse  
Mayor

**ATTEST:**

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Lluvia Tijerina  
City Secretary



# City of Manor

TxCDBG Planning Study | 2017-2027

November 1, 2017

# Background

- ▶ The City of Manor was awarded a CDBG federal grant to help complete a comprehensive planning study.
- ▶ The plan provides an evaluation of current conditions and recommendations on:

- ▶ Housing
- ▶ Land Use
- ▶ Parks
- ▶ Streets
- ▶ Central Business District
- ▶ Economic Development
- ▶ Capital Improvements Program
- ▶ Funding Sources
- ▶ Utilities (water, wastewater, drainage)

US Department  
of Housing and  
Urban  
Development

Texas Department  
of Agriculture

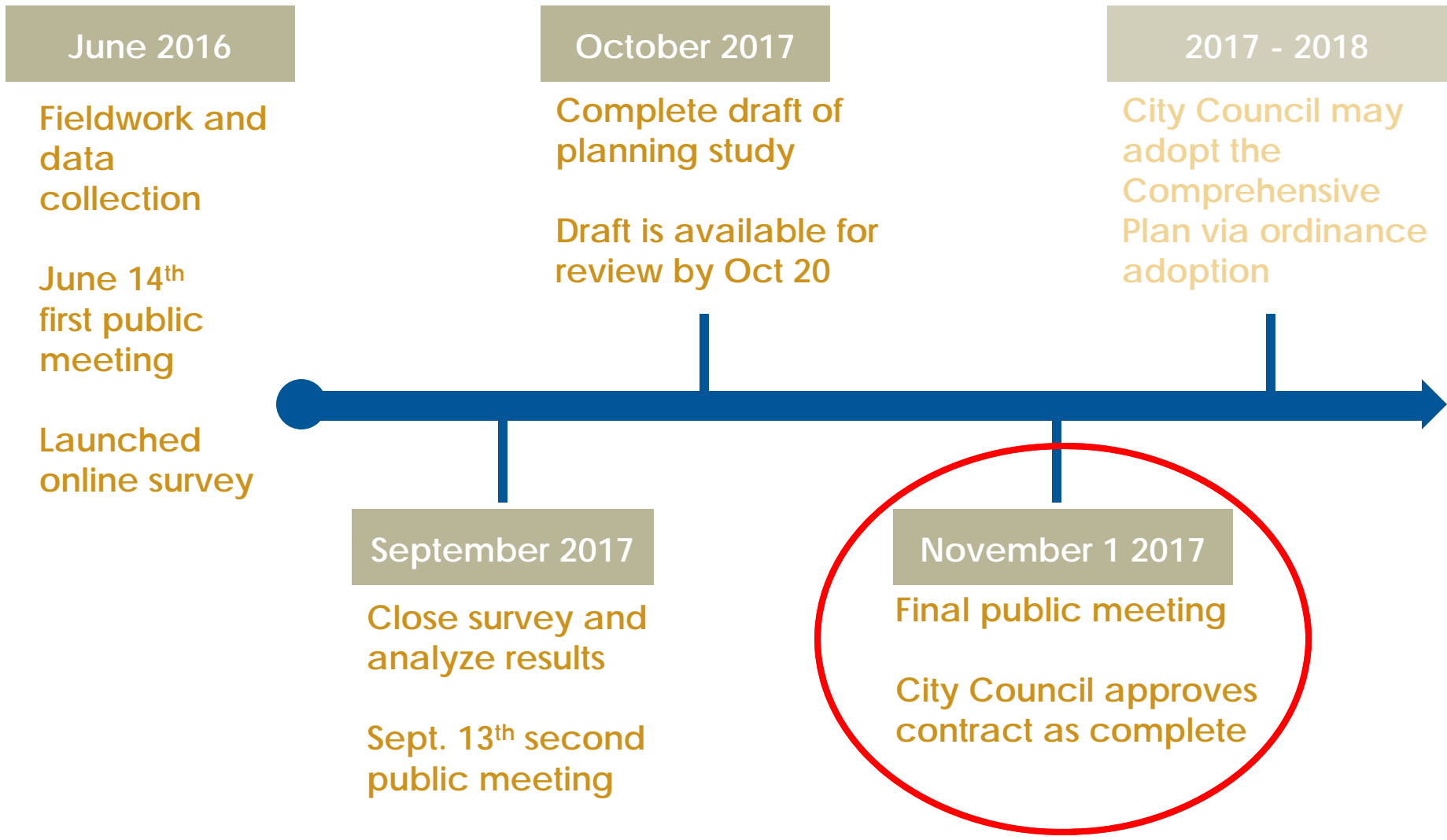
Community  
Development  
Block Grant  
(CDBG)



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# Planning Timeline



# Purpose of this meeting

The purpose of this meeting is to:

- **Review the findings and recommendations in the 2017 Comprehensive Plan.**
- **Demonstrate completion of the TxCDBG 7215054 Contract**

**Adoption of tonight's resolution *does not* adopt the Plan.**

Residents and City representatives decide whether to adopt the plan and/or any of its supporting documents as a local ordinance.



# The Plan

## Purpose

- Provide an overview of current conditions
- Identify needs & prioritize improvements
- Identify potential financing opportunities

### Plan Foundations

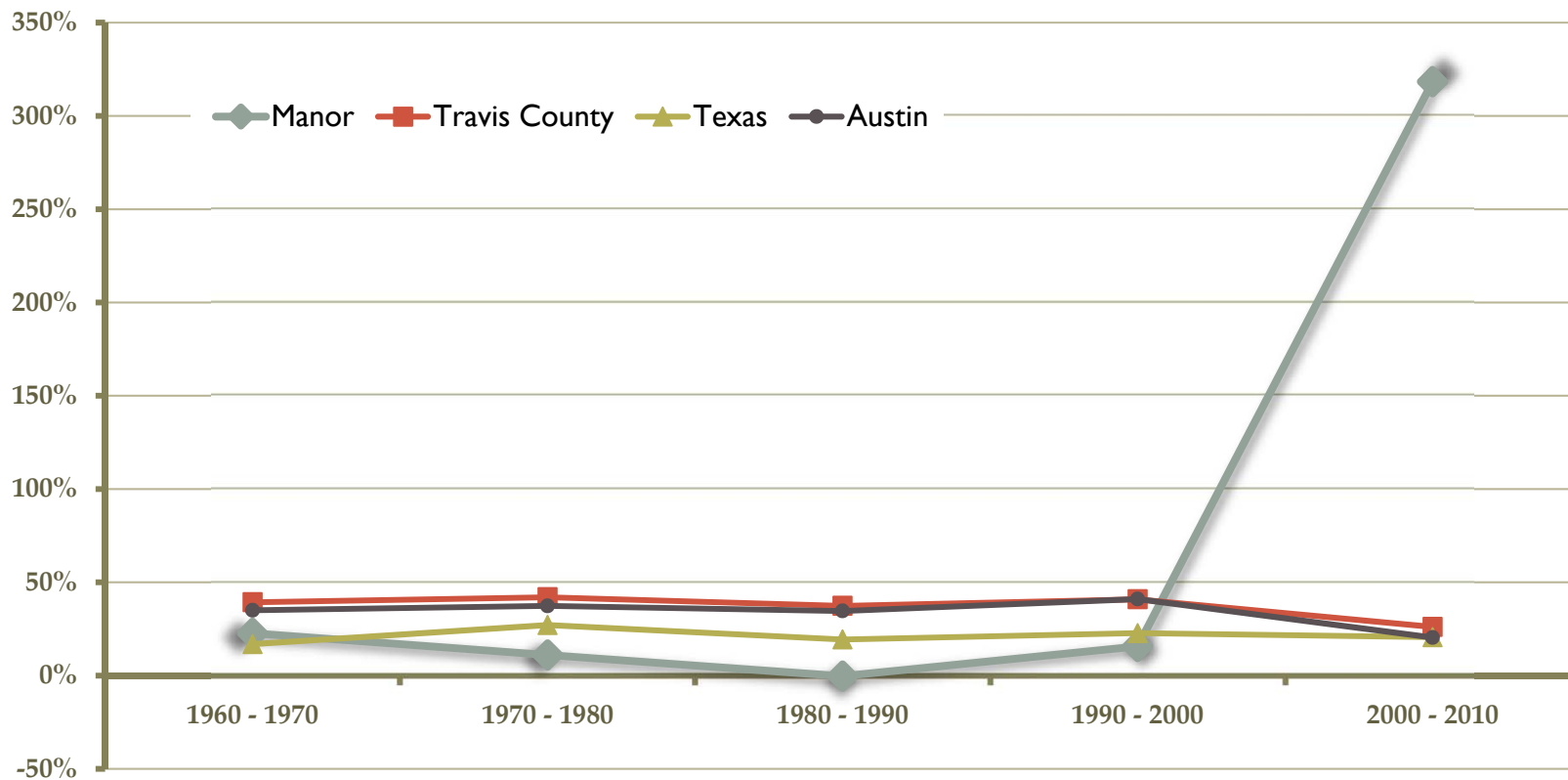


## Manor 2027:

### A City Connected

- Promote compact and connected development
- Invest in education and strengthen partnerships
- Improve mobility and transportation options
- Enhance commercial development
- Preserve farmland
- Maintain a unique identity

# Population Changes

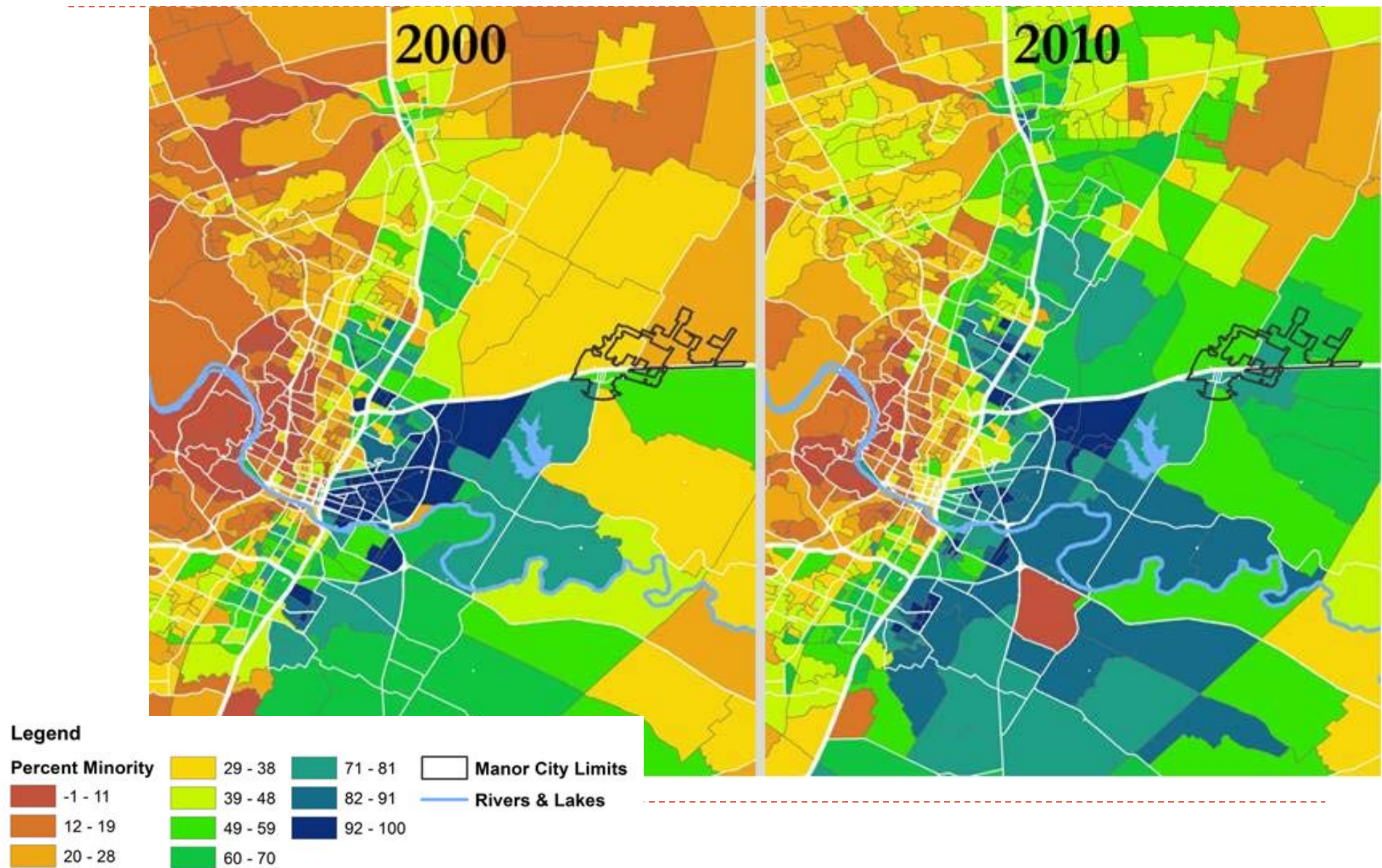


The population in Manor hovered around 1,000 residents since 1980.  
Between 2000 and 2010 the population grew 319% to 5,000 residents.





# Demographic Changes

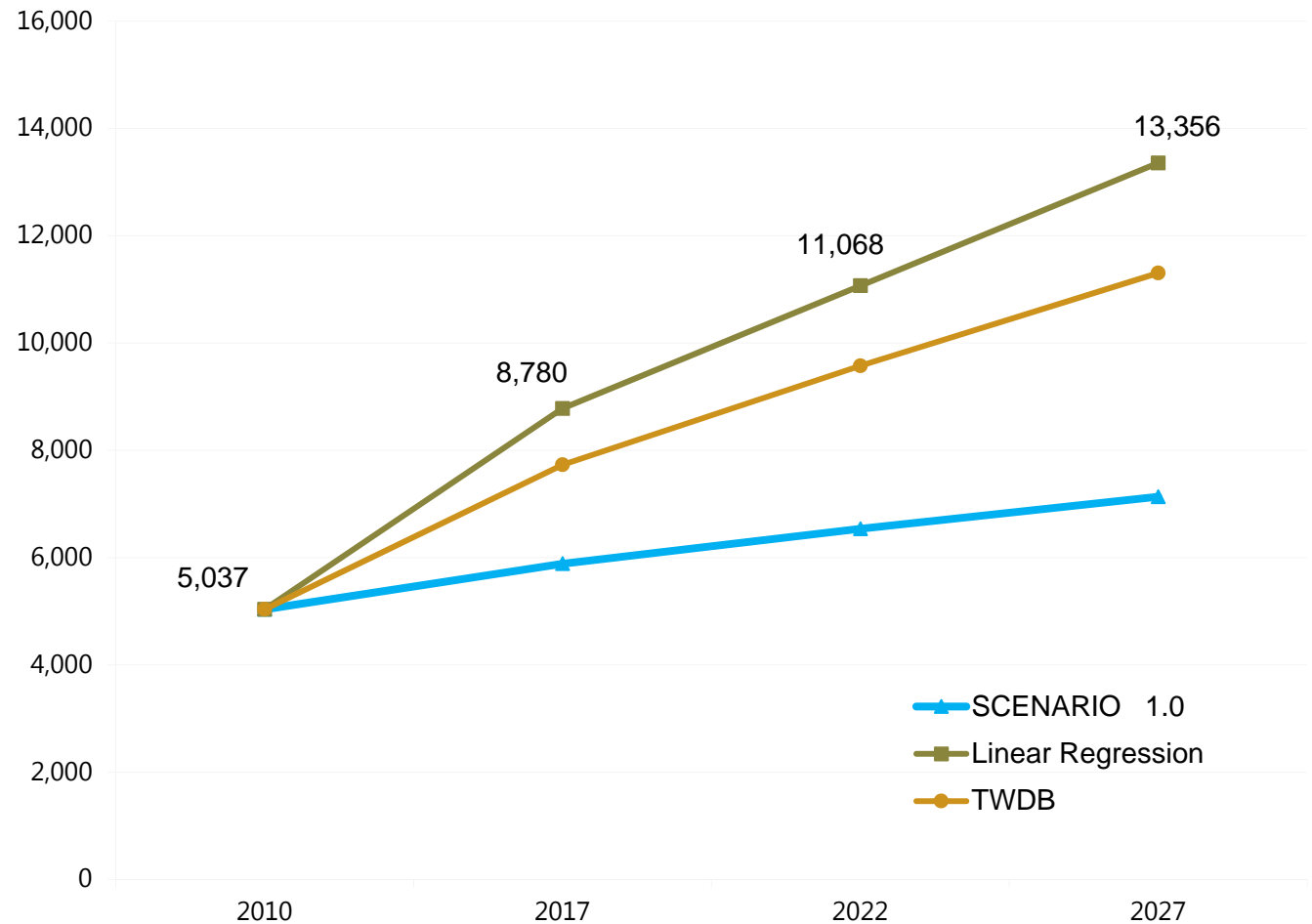




# Anticipated Growth

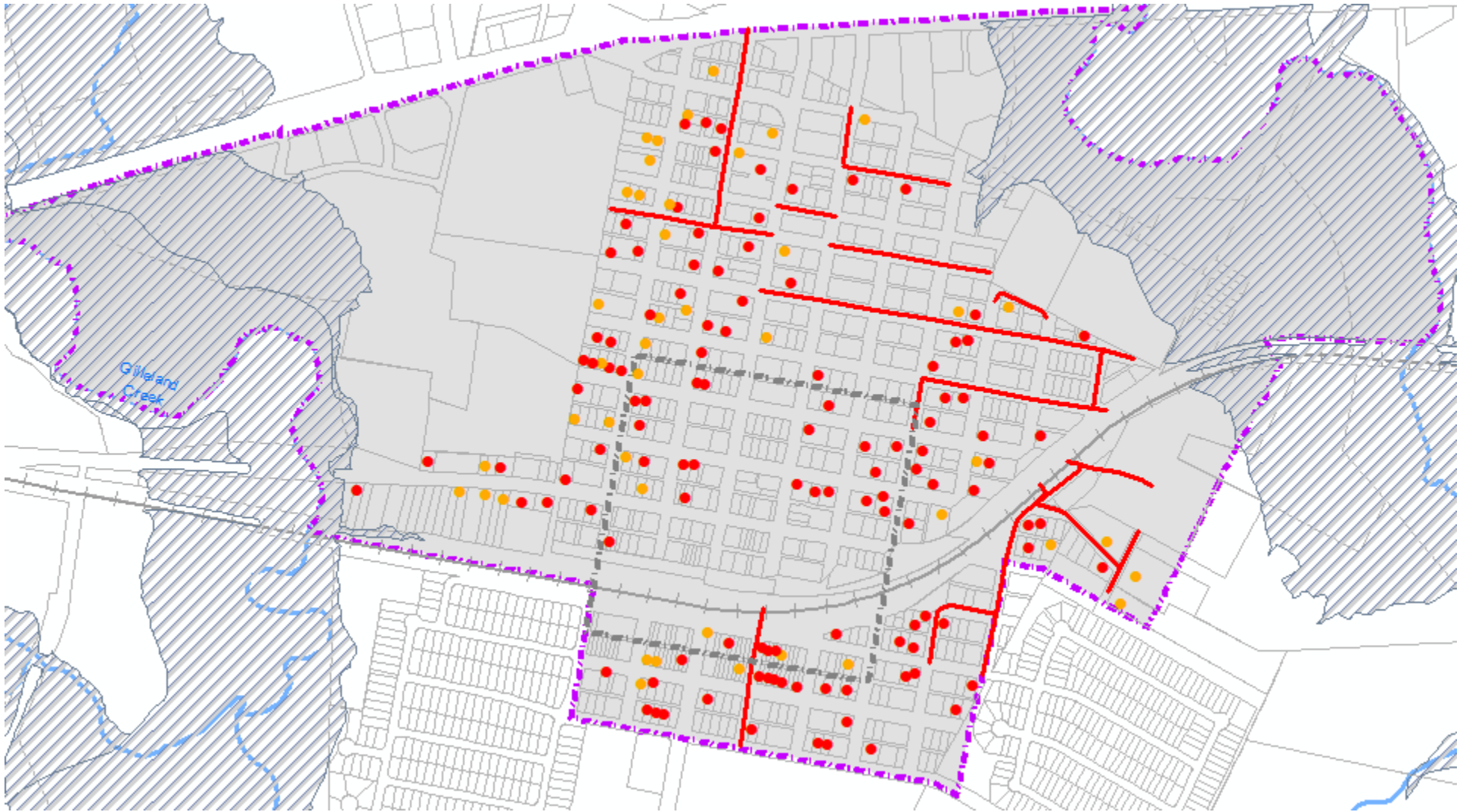
2027 population projection is roughly 13,400.

To meet housing needs of the projected 2027 population, at least 7,200 new units will need to be constructed, 83 units will need to be repaired, and 47 units will need to be removed and replaced.



# Key Challenges: Central Manor

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# Key Challenges: Central Manor

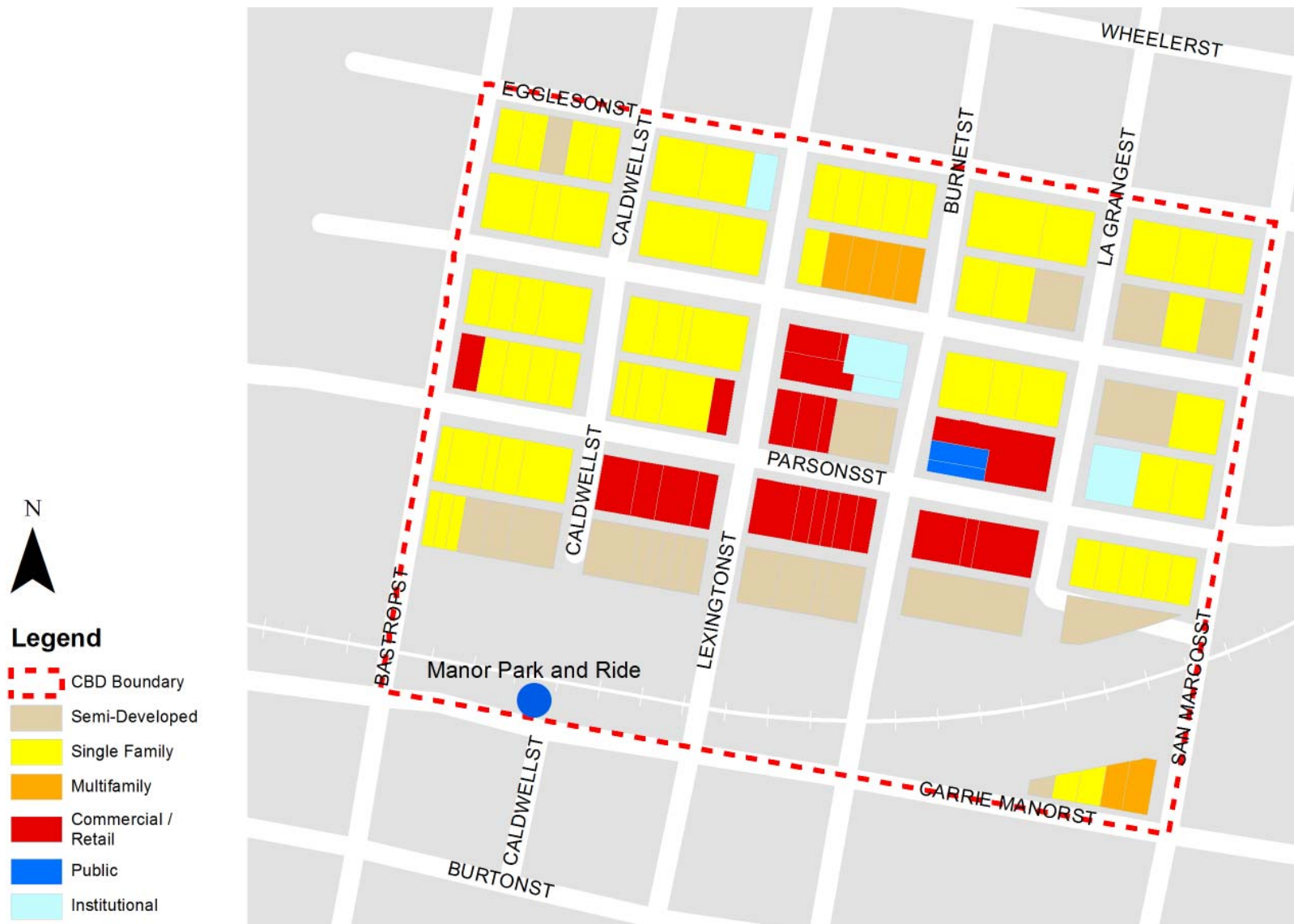


# Key Challenges: Central Manor



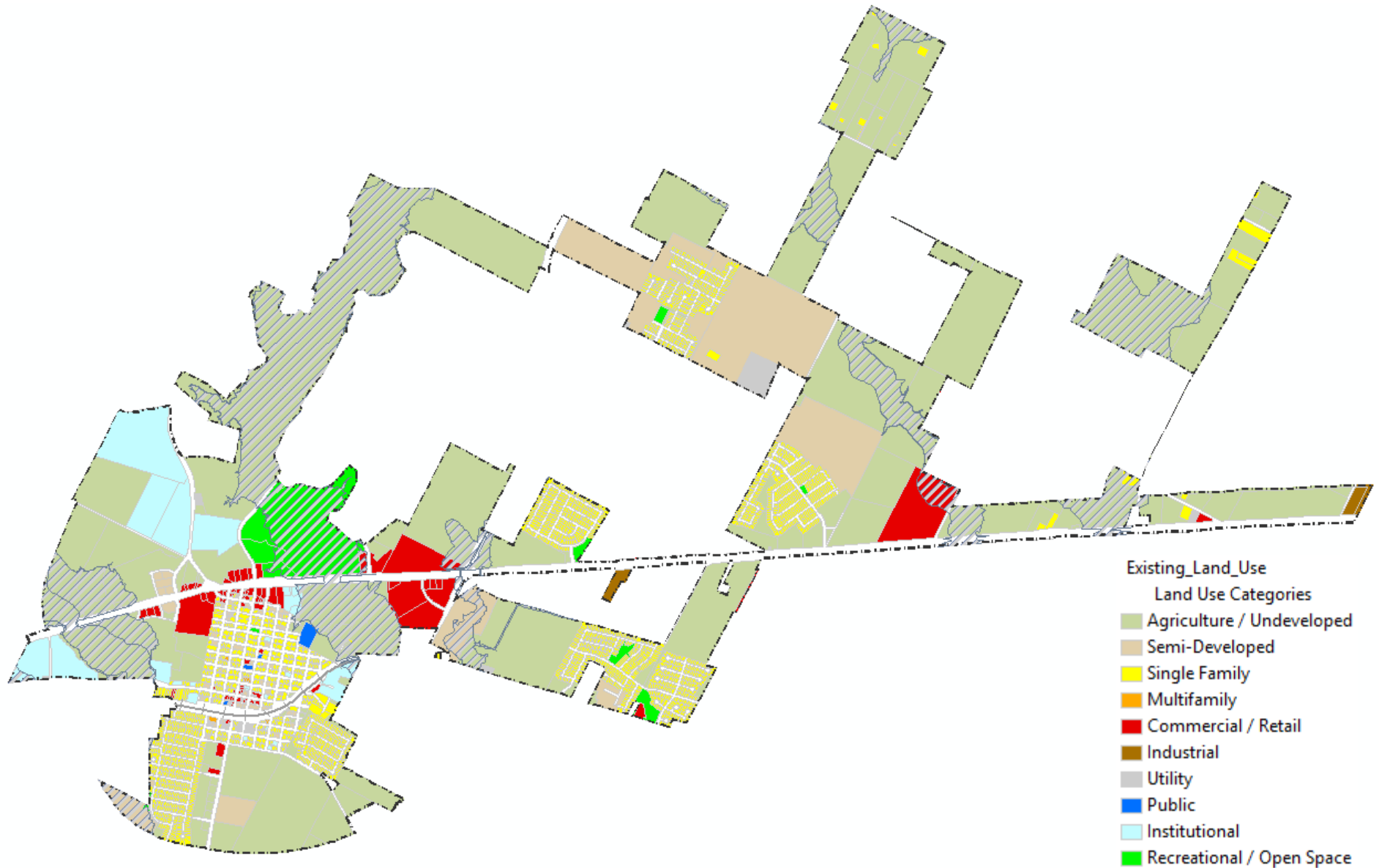


# Key Challenges: Central Manor

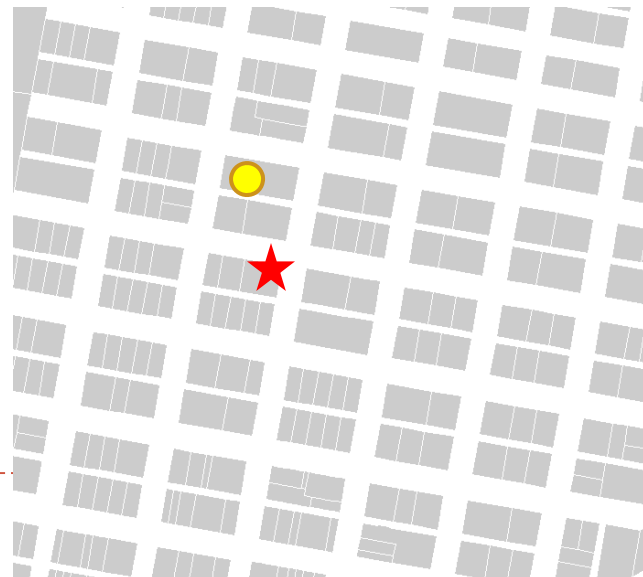
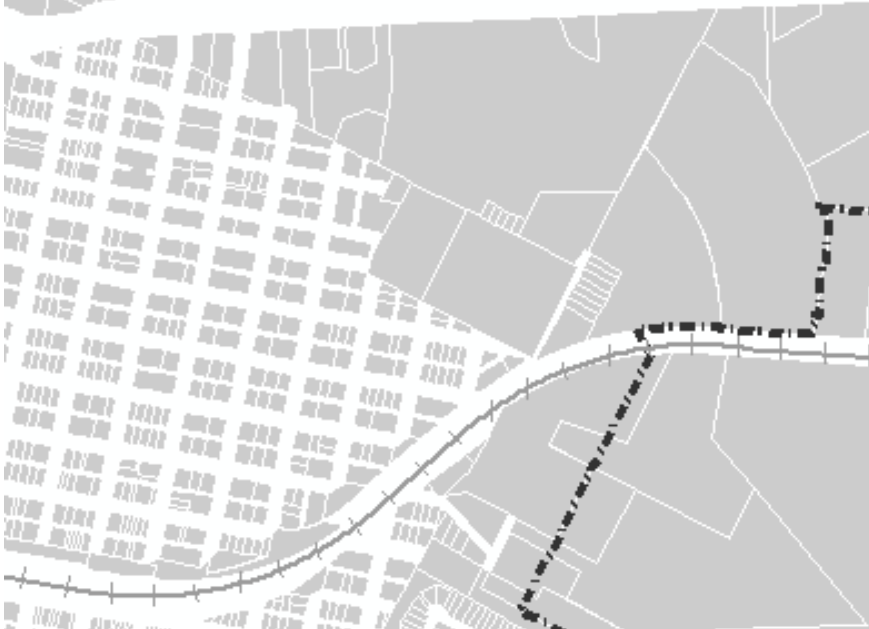
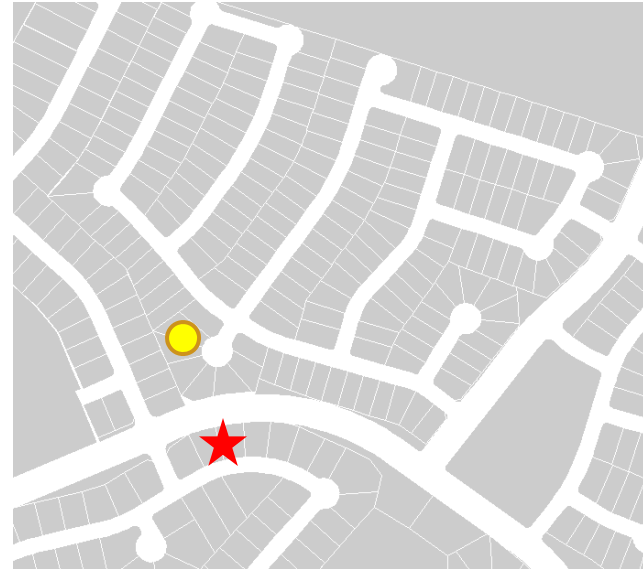


# Key Challenges: Managing Growth

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# Key Challenges: Managing Growth





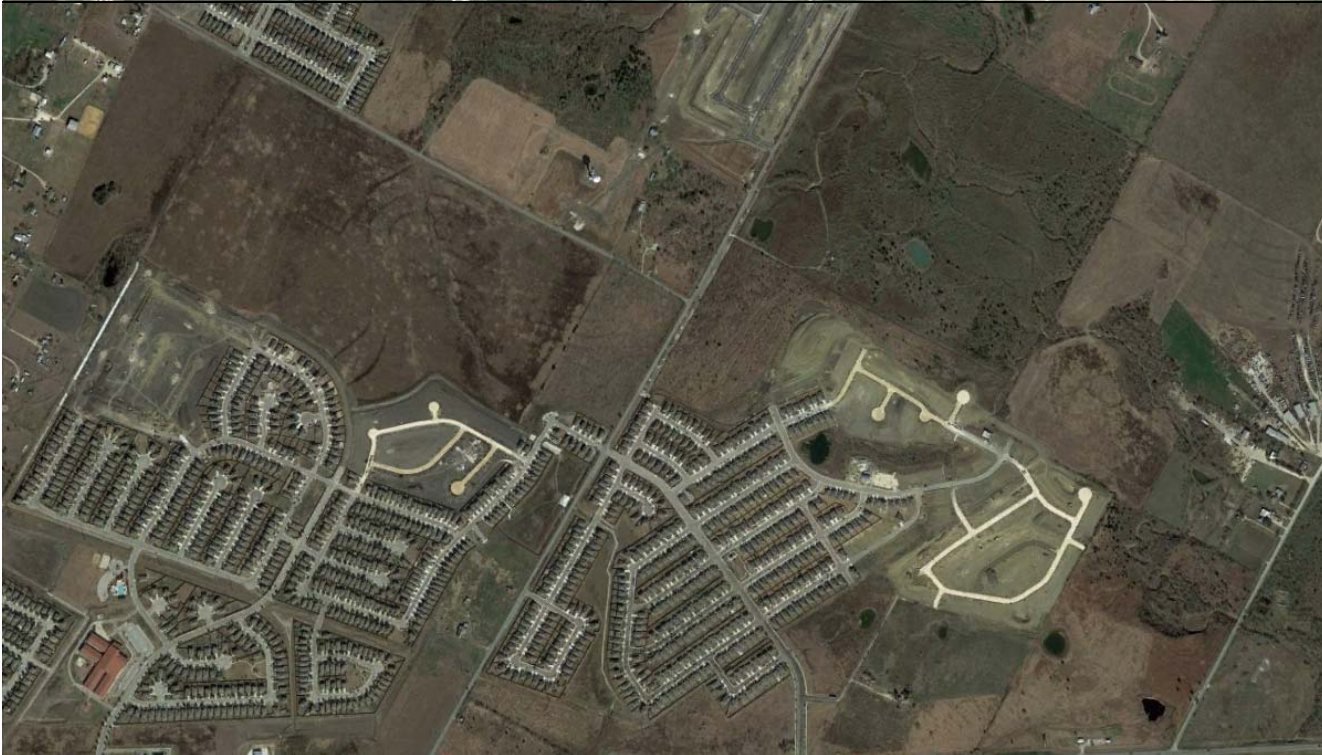


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# Key Challenges: Managing Growth

Disappearing farmland

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## Key Challenges: Managing Growth

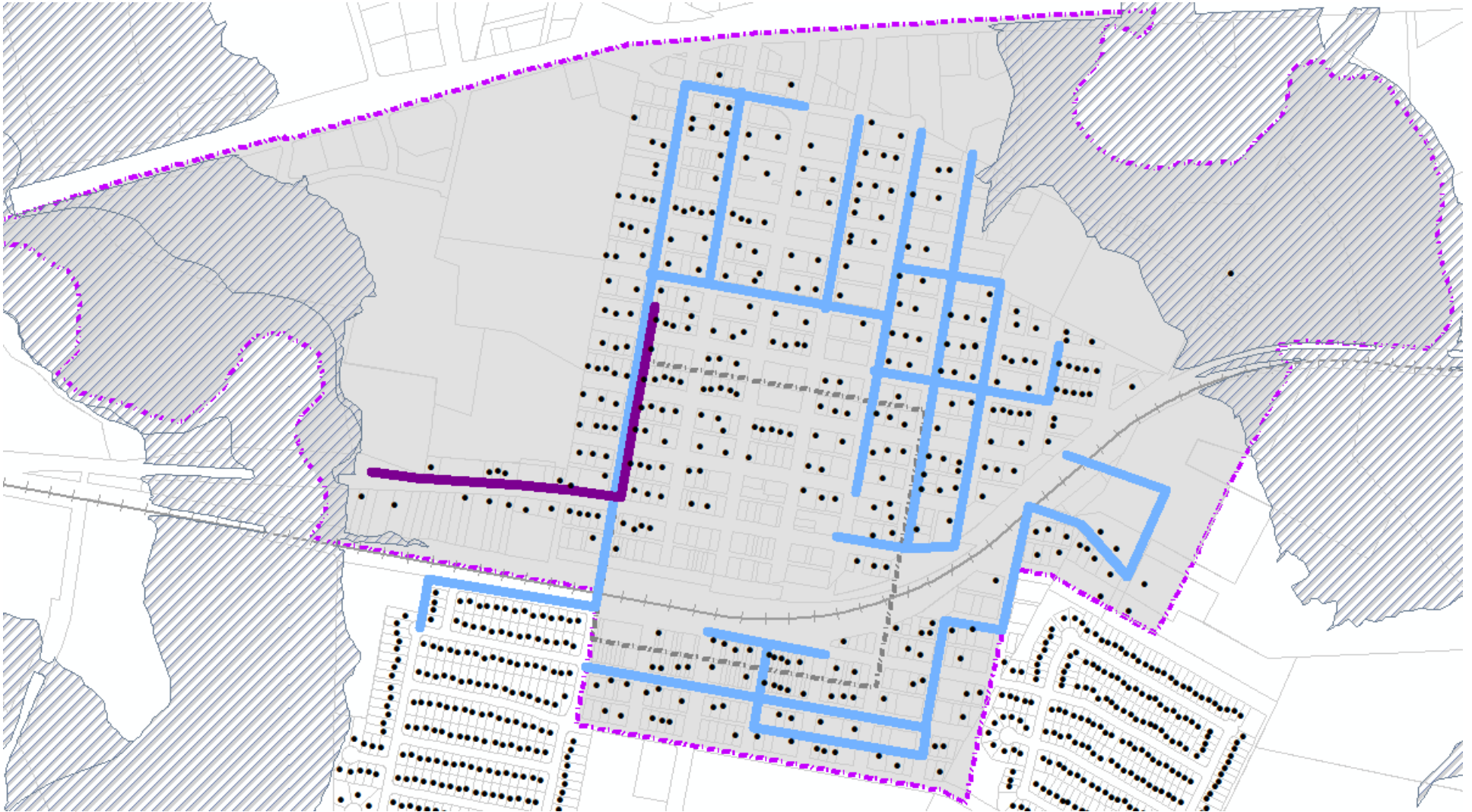


Commercial development

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# Key Recommendations: Central Manor

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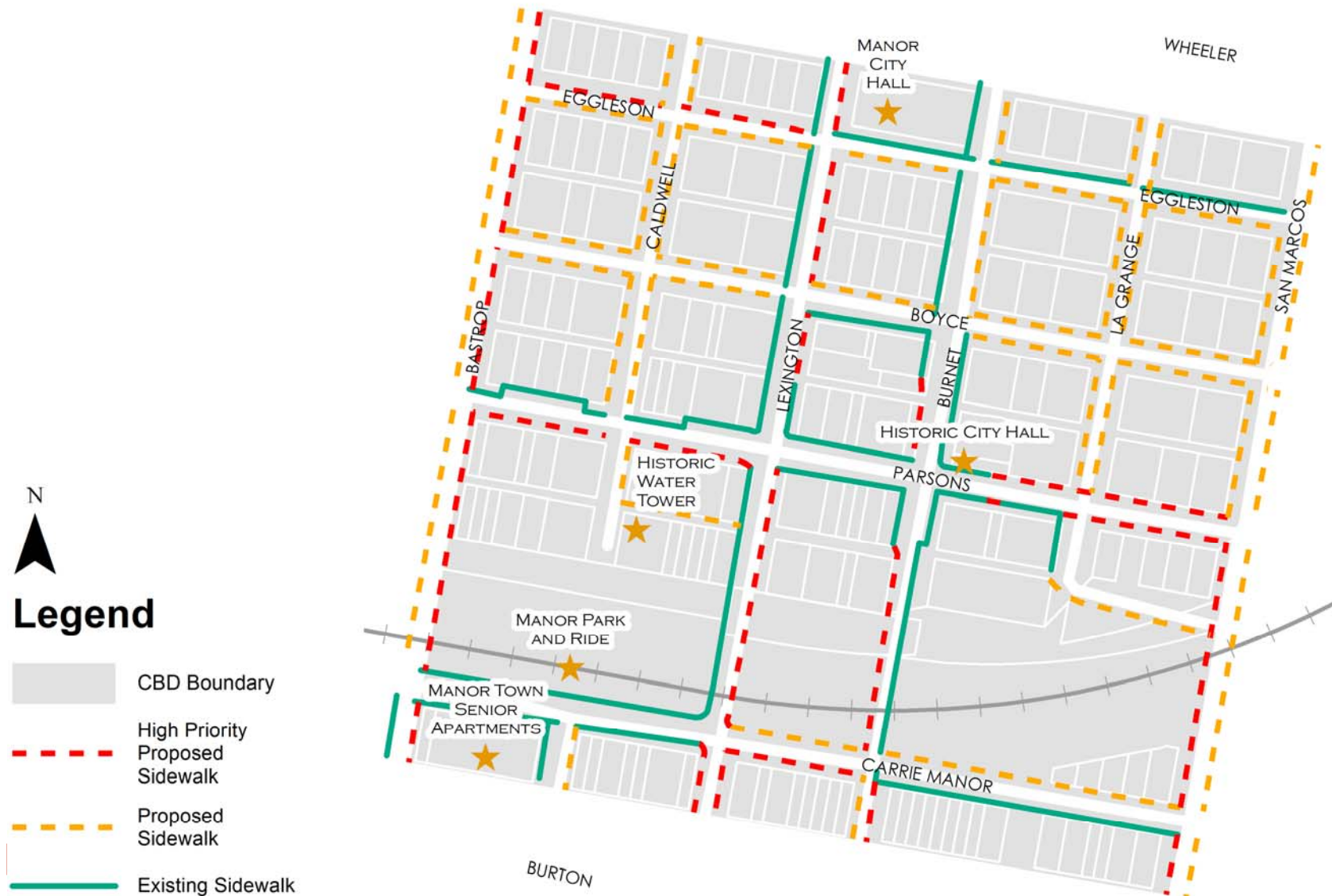
## Key Recommendations: Central Manor

E. Parsons St. redesign

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# Key Recommendations: Central Manor

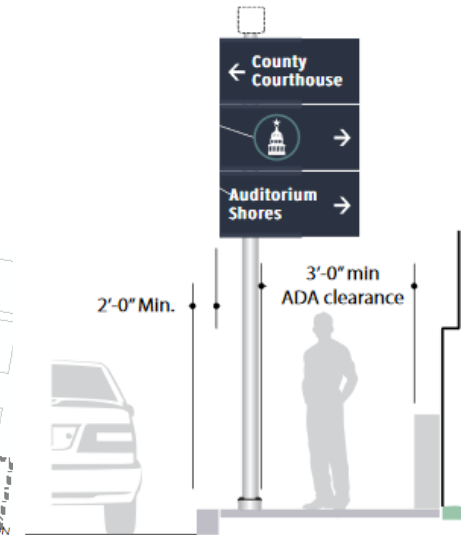
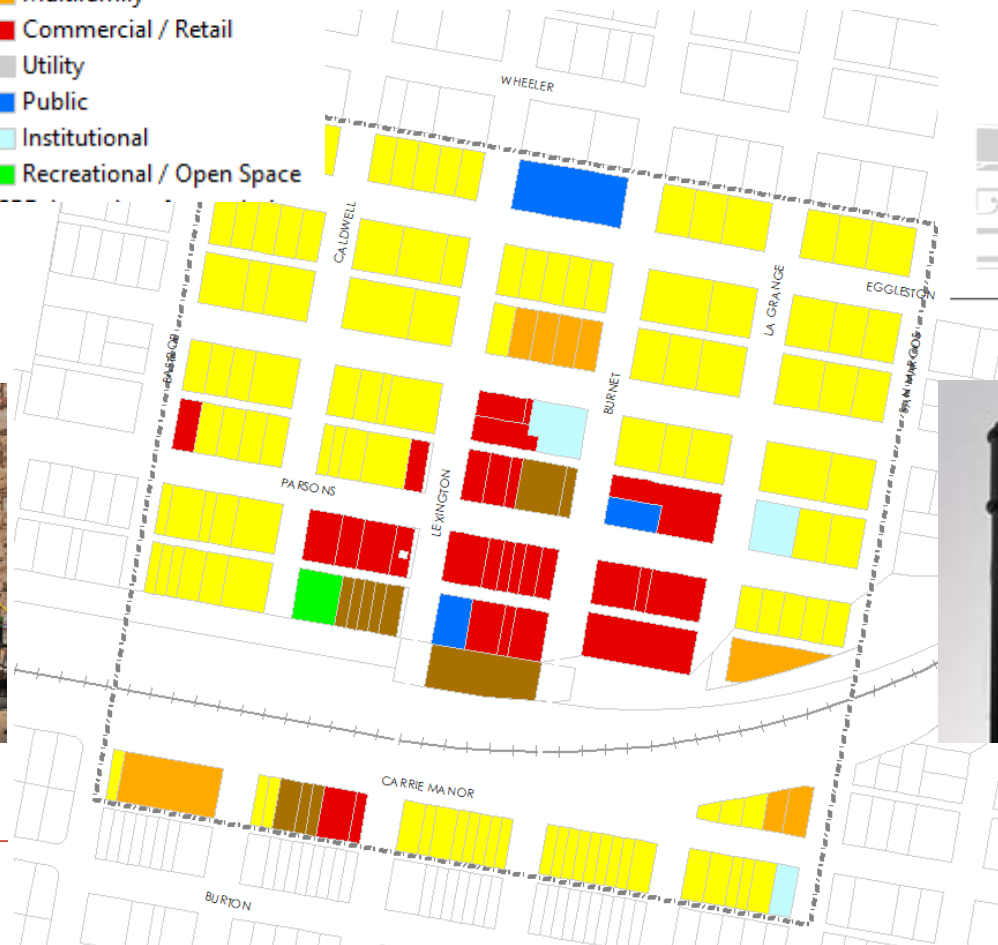


# Key Recommendations: Central Manor

CBD\_future\_land\_use\_

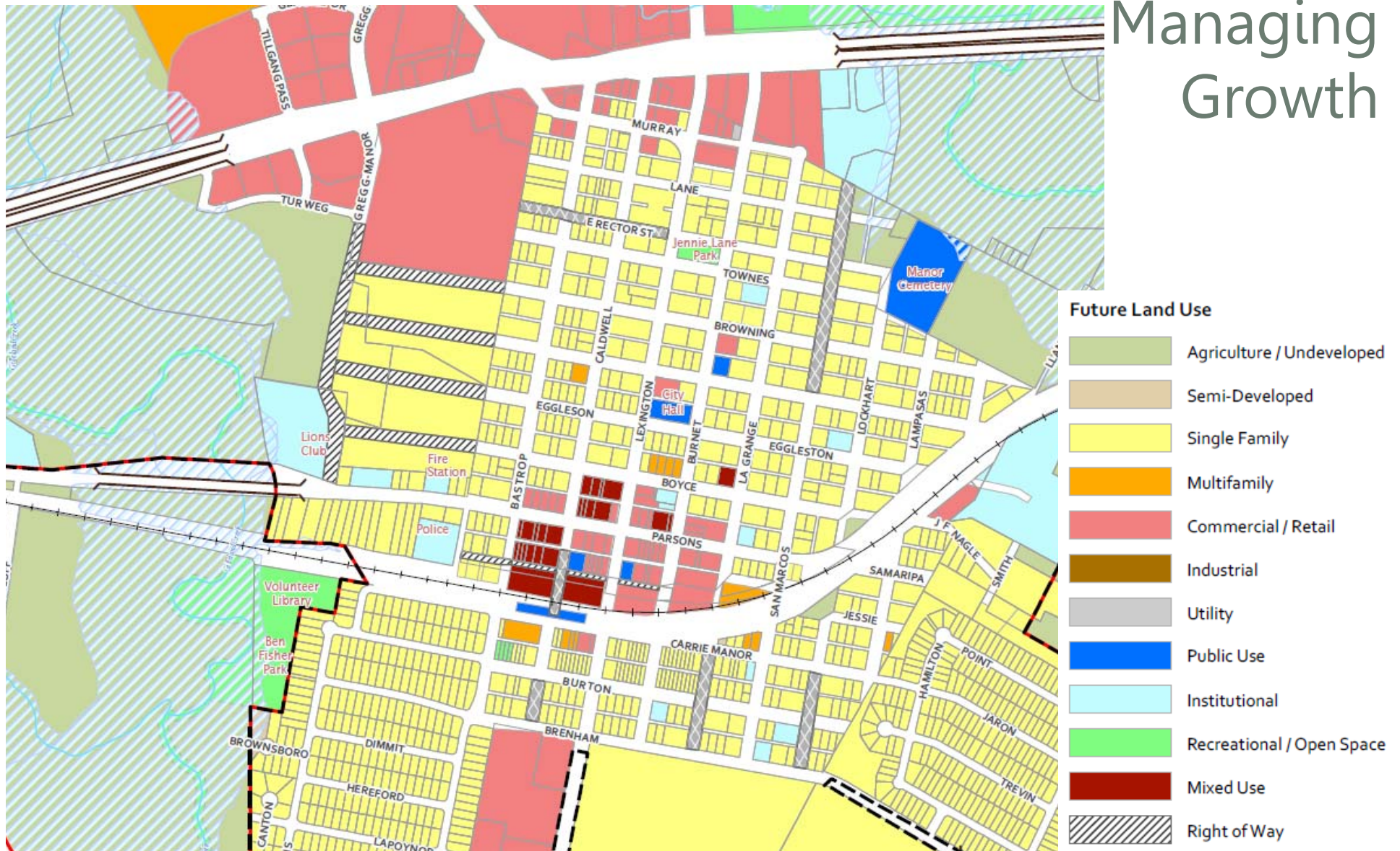
Land Use Categories

- Mixed Use
- Agriculture / Undeveloped
- Semi-Developed
- Single Family
- Multifamily
- Commercial / Retail
- Utility
- Public
- Institutional
- Recreational / Open Space





# Key Recommendations: Managing Growth



# Key Recommendations: Managing Growth

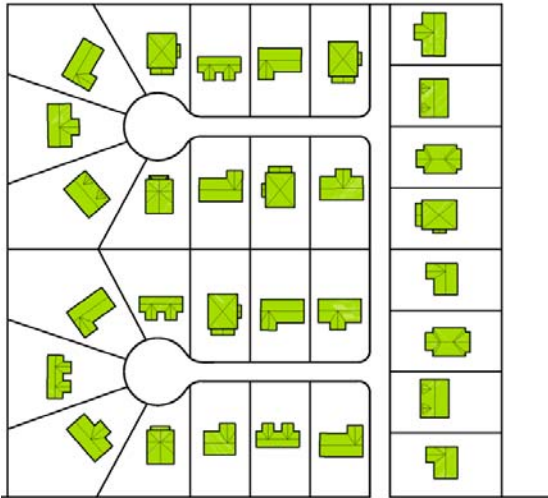
The Future Land Use Map illustrates changes to land use patterns including:

- Residential and commercial infill development;
- Developed Right-of-Way to enhance connectivity for increased infill development;
- Preserved agricultural land on the periphery of the city;
- New land use category of Mixed-use; and
- Greenways along Gilleland Creek and Wilbarger Creek.

City Land Use Classification	Current - 2017 (total acres)	Current - 2017 (% developed)*	Future - 2027 (total acres)	Future - 2027 (% developed)*
Commercial	183.1	9.9%	404.9	12.0%
Mixed-use	-	-	5.1	0.2%
Industrial	11.9	0.6%	11.9	0.3%
Institutional	209.0	11.3%	219.0	6.5%
Multifamily	1.7	0.1%	39.8	1.2%
Public	6.0	0.3%	6.8	0.2%
Recreational	154.7	8.3%	324.8	6.0%
Semi-Developed	432.0	23.3%	1.0	0.0%
Single-Family	478.6	25.8%	2,012.4	62.7%
Utility	22.8	1.2%	4.8	0.1%
Right of Way	356.7	19.2%	371.3	10.8%
Total for Developed Areas	1,856.4	100%	3,401.9	100%
Agricultural, Forest, other Open Space	2,585.0		1,047.5	

\*Percentage of total developed land for 2017 and 2027, respectively





## Key Recommendations: Managing Growth





Thank you for coming!

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**CITY COUNCIL  
CALLED SPECIAL SESSION MINUTES  
NOVEMBER 8, 2017**

**PRESENT:**

Rita G. Jonse, Mayor

**COUNCIL MEMBERS:**

Gene Kruppa, Mayor Pro-Tem, Place 1  
Maria Amezcua, Place 2 (Absent)  
Anne R. Weir, Place 3  
Zindia Pierson, Place 4  
Rebecca Davies, Place 5  
Todd Shaner, Place 6

**CITY STAFF:**

Lluvia Tijerina, City Secretary  
Scott Dunlop, Planning Coordinator  
Paige Saenz, City Attorney

**REGULAR SESSION – 7:15 P.M.**

With a quorum of the Council Members present, the special session of the Manor City Council was called to order by Mayor Rita G. Jonse at 7:15 p.m. on Wednesday, November 8, 2017, in the Council Chambers of the Manor City Hall, 105 E. Eggleston St., Manor, Texas.

**PLEDGE OF ALLEGIANCE**

At the request of Mayor Jonse, Scott Dunlop, Planning Coordinator, led the Pledge of Allegiance.

**PUBLIC COMMENTS**

James Krantz, Krantz Properties, LLC, 14807 Highway 290 E., Manor, Texas spoke before City Council in opposition to the annexation of the 775.11 acres. He read a letter from Governor Abbott regarding Senate Bill 6. He expressed his concerns regarding the City Taxes and City Municipal Services. He discussed Senate Bill 6 and stated the annexation would be illegal without the property owner's approval. Mr. Krantz stated he is against the annexation and is requesting for the City Council to postpone the annexation.

No one else appeared to speak at this time.

## **PUBLIC HEARING**

- 1. Conduct a public hearing regarding the annexation of 775.11 acres, more or less, adjacent and contiguous to the city limits and being located in Travis County.**

The City staff's recommendation was that the City Council conduct the public hearing regarding the annexation of 775.11 acres, more or less, adjacent and contiguous to the city limits and being located in Travis County.

Scott Dunlop, Planning Coordinator, was available to address any questions posed by the City Council.

Mayor Jonse opened the public hearing.

**MOTION:** Upon a motion made by Council Member Pierson and seconded by Council Member Kruppa, the Council voted six (6) For and none (0) Against to close the public hearing regarding the annexation of 775.11 acres, more or less, adjacent and contiguous to the city limits and being located in Travis County. The motion carried unanimously.

## **REGULAR AGENDA**

- 2. Consideration, discussion, and possible action to approve a waiver from the City of Manor's adopted drainage policy, Section 4.1.0.D of the City of Austin's Drainage Criteria Manual, reducing the minimum curb inlet transition from 9'-8" to 5'-0" for a single curb inlet at Block Q, Lots 106 and 107 in Phase 8 of Stonewater subdivision.**

The City staff's recommendation was that the City Council approve the waiver from the City of Manor's adopted drainage policy, Section 4.1.0.D of the City of Austin's Drainage Criteria Manual, reducing the minimum curb inlet transition from 9'-8" to 5'-0" for a single curb Inlet at Block Q, Lots 106 and 107 in Phase 8 of Stonewater subdivision.

Planning Coordinator Dunlop explained the waiver from the City of Manor's adopted drainage policy.

**MOTION:** Upon a motion made by Council Member Davies and seconded by Council Member Pierson, the Council voted six (6) For and none (0) Against to approve the waiver from the City of Manor's adopted drainage policy, Section 4.1.0.D of the City of Austin's Drainage Criteria Manual, reducing the minimum curb inlet transition from 9'-8" to 5'-0" for a single curb inlet at Block Q, Lots 106 and 107 in Phase 8 of Stonewater subdivision. The motion carried unanimously.

**3. Discussion, consideration, and possible action on a concept plan for Stonewater North Subdivision, approximately 371 located at Johnson Road and FM 973, and the Fourth Amendment to the Development Agreement for the Stonewater Subdivision.**

The City staff's recommendation was that the P&Z recommend the City Council approve the concept plan for Stonewater North Subdivision, approximately 371 located at Johnson Road and FM 973, and the Fourth Amendment to the Development Agreement for the Stonewater Subdivision.

Planning Coordinator Dunlop explained the concept plan and amendment to the development agreement for the Stonewater Subdivision.

Council Member Weir inquired about the Lift Station improvements.

Peggy Carrasquillo, Kitchen Table Civil Solutions, 6805 N. Capital of Texas Highway, Suite 315, Austin, Texas, spoke before City Council regarding the lift station and amendments to the agreement.

**MOTION:** Upon a motion made by Council Member Davies and seconded by Council Member Weir, the Council voted six (6) For and none (0) Against to approve a concept plan for Stonewater North Subdivision, approximately 371 located at Johnson Road and FM 973, and the Fourth Amendment to the Development Agreement for the Stonewater Subdivision and Authorize City Manager Bolt to execute the agreement. The motion carried unanimously.

**ADJOURNMENT**

**MOTION:** Upon a motion made by Council Member Pierson and seconded by Council Member Shaner, the Council voted six (6) For and none (0) Against to adjourn the special session of the Manor City Council at 7:25 p.m. on Wednesday, November 8, 2017. The motion carried.

These minutes approved by the Manor City Council on the 15<sup>th</sup> day of November 2017.

**APPROVED:**

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Rita G. Jonse  
Mayor

**ATTEST:**

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Lluvia Tijerina  
City Secretary



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** November 15, 2017

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the acceptance of the October 2017 Departmental Reports.

**BACKGROUND/SUMMARY:**

- Development Services – Scott Dunlop
- Police – Chief Ryan Phipps
- Municipal Court – Sarah Friberg
- Public Works – Mike Tuley

**PRESENTATION:** ☐ YES ☒ NO

**ATTACHMENTS:** ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

October 2017 Departmental Reports:

- Development Services
- Police
- Municipal Court
- Public Works

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council accept the October 2017 Departmental Reports.

**PLANNING & ZONING COMMISSION:** ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

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**DEVELOPMENT SERVICES DEPARTMENT REPORT**  
**PROJECT VALUATION AND FEE REPORT**  
**FOR**  
**CITY OF MANOR, TX**  
**October 1 - 31, 2017**

Description	Projects	Valuation	Fees	Detail
Commercial Electrical	1	\$5,450.00	\$252.00	
Commercial New	1	\$600,000.00	\$22,617.70	Wendys
Commercial Sign	3	\$34,179.50	\$949.51	
Educational Remodel/Repair	1	\$328,000.00	\$2,953.00	
Residential Deck/Patio	2	\$7,000.00	\$514.00	
Residential Foundation Repair	1	\$6,500.00	\$95.00	
Residential Irrigation	1	\$1,200.00	\$107.00	
Residential New	47	\$9,848,165.65	\$335,783.50	
Residential Plumbing	4	\$13,200.00	\$428.00	
Residential Remodel/Repair	2	\$39,100.00	\$284.00	
Totals	63	\$10,882,795.15	\$363,983.71	

Total Certificate of Occupancies Issued: 848

Total Inspections(Comm & Res): 25

*Tom Bolt, City Manager*

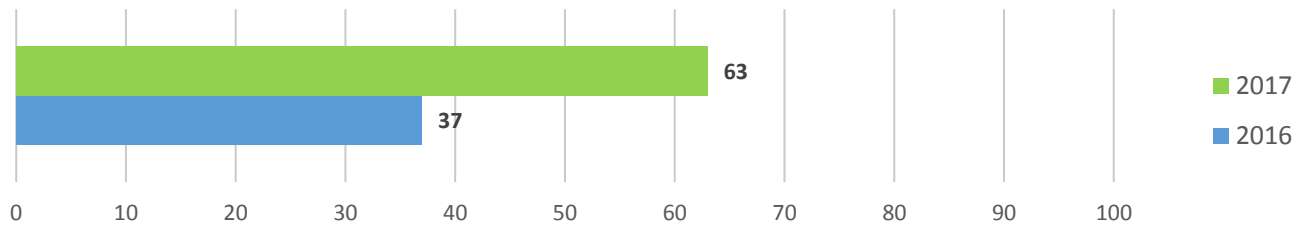




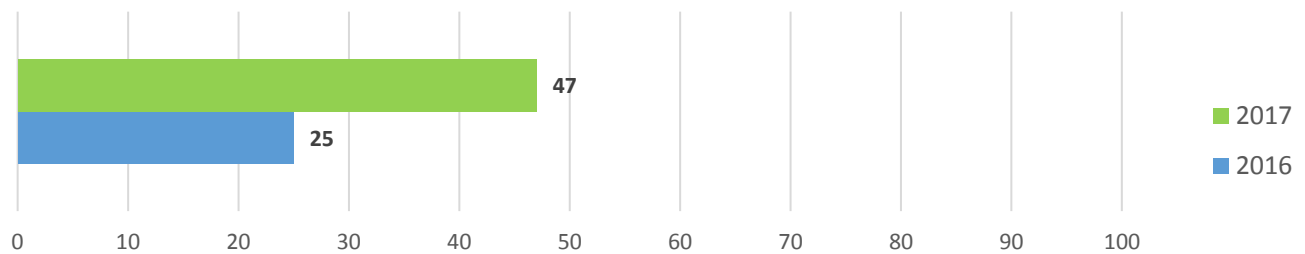
*OCTOBER 2017*

DEPARTMENT OF DEVELOPMENT SERVICES  
THOMAS BOLT, DIRECTOR

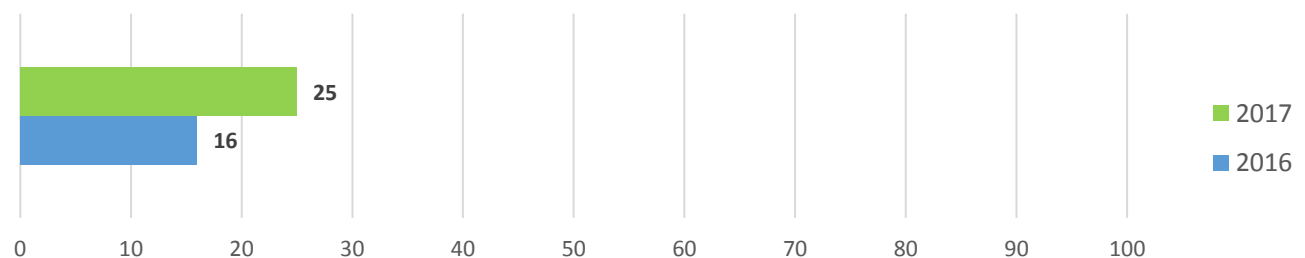
### PERMITS ISSUED



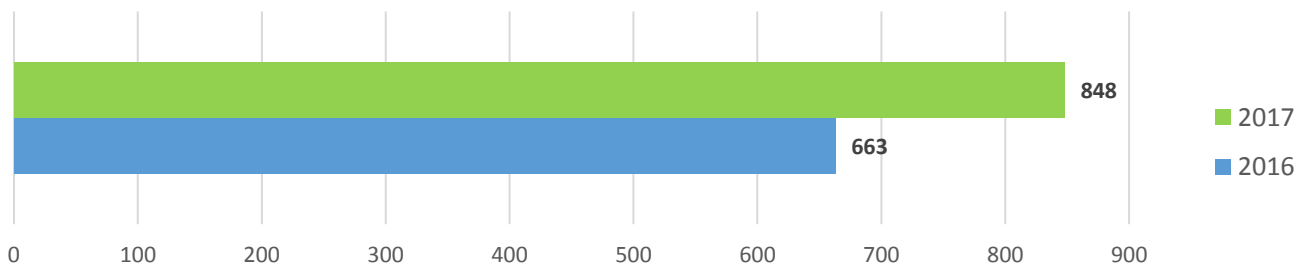
### RESIDENTIAL NEW PERMITS



### COs ISSUED



### INSPECTIONS







# Manor Police Department

## Monthly Council Report

Ryan S. Phipps - Chief of Police

Date of Meeting: 11/15/2017

October 2017

Activity	Reported Month	Same month Prior year	Percentage difference	
Calls for Service	1393	1715	18.7↓	Patrol Car Rental Last Month \$3442.50 YTD \$53,134.
Average CFS per day	44.9	55.3	18.7↓	
Open Cases	26	24	8.3↑	
Charges Filed	61	56	8.9↑	
Alarm Responses	23	35	34.2↓	
Drug Cases	12	16	25.0↓	
Family Violence	7	9	22.2↓	
Arrests Fel/Misd	6Fel/55 Misd	14Fel/56Misd	57.1Fel↓/1.7Misd↓	
Animal Control	15	19	21.0↓	
Traffic Accidents	42	43	2.3↓	
DWI Arrests	8	11	27.2↓	
Traffic Violations	463	772	40.0↓	
Ordinance Violations	21	44	52.2↓	
Seizures	N/A	N/A	N/A	
Laboratory Submissions	2	8	75.0↓	

Notes: National Night out was a Huge success estimate of 1200-1500 attendees

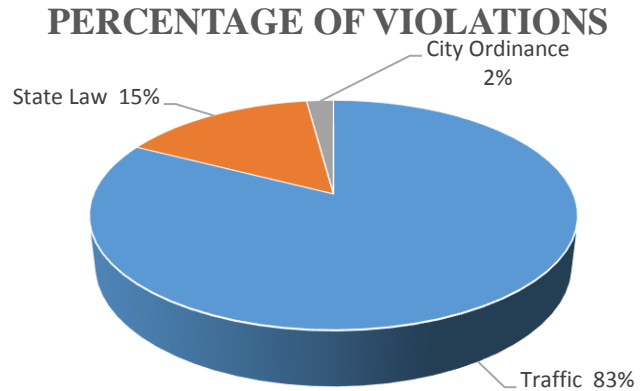
\*DNA- DATA NOT AVAILABLE



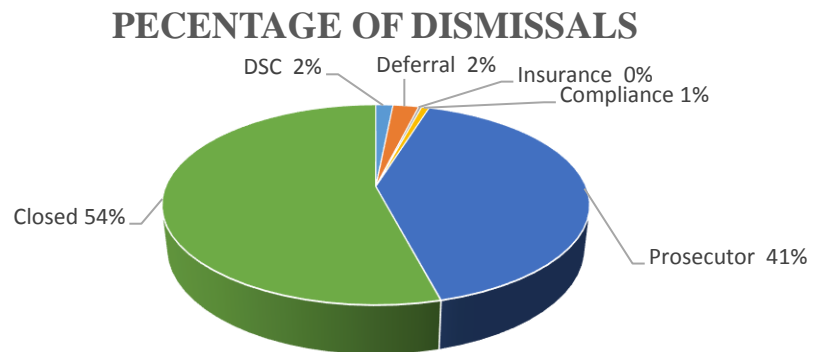
# City of Manor Municipal Court

## OCTOBER 2017

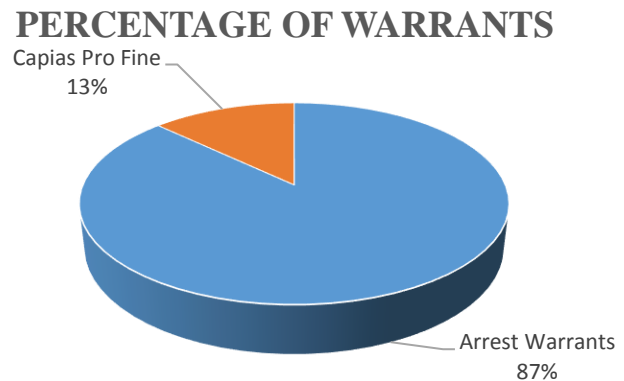
Violations Filed	Oct-17	Oct-16
Traffic	350	541
State Law	65	31
City Ord.	9	38
<b>Total</b>	<b>424</b>	<b>610</b>



Dismissals	Oct-17	Oct-16
DSC	34	20
Deferral	51	41
Insurance	6	8
Compliance	15	31
Prosecutor	903	32
Closed	1189	1042
<b>Total</b>	<b>2198</b>	<b>1174</b>



Warrants	Oct-17	Oct-16
Arrest Warrants	229	24
Capias Pro Fine	34	8
<b>Total</b>	<b>263</b>	<b>32</b>



**Money Collected in October 2017**

Kept By City	\$37,395.73
Kept By State	\$20,234.71
<b>Total</b>	<b>\$57,630.44</b>

**Money Collected in October 2016**

Kept By City	\$36,423.41
Kept By State	\$18,860.30
<b>Total</b>	<b>\$55,283.71</b>



## **OCTOBER 2017 REPORT PUBLIC WORKS DEPARTMENT**

### **Street and Public, Parks, and Maintenance Department**

In the month of October, the Public Parks and Maintenance Department mowed all City facilities, alleys, and right-of-way's. They cleaned and maintained all City facilities and parks. They performed all maintenance on City vehicles and heavy equipment. In October, the Street Department repaired streets, curbs, and signs.

### **Water and Wastewater Department**

In October, the Water Department performed daily maintenance on the water system, repaired water mains, set water meters and tested the water daily.

In October, the Wastewater Department performed daily maintenance on the wastewater plant. They cleaned and unstopped wastewater mains.

### **Water Production & Purchase**

In the month of October, 4 % of the water we supplied to our residents was from our wells and we purchased 96 % from Epcor and Manville WSC. In October, the estimated population of residents in the City of Manor is 10,139. Estimated Population for ShadowGlen is 2,658 residents.

### **Subdivision Inspection**

- Street Inspection- 3
- Water Inspection- 9
- Wastewater Inspection- 17



## **Streets and Parks Monthly Report October 2017**

### **10/1/2017-10/31/2017 Daily Duties and Projects**

- 10/2/2017- City staff installed 450 square feet of new sod at Jennie Lane Park to level out low areas and to improve the appearance.
- 10/3/2017- City staff installed “Knox” box signs on City Hall and the Police Department. City staff also painted the Fire Department connection red in front of City Hall to allow better visibility for the Fire Department.
- 10/4/2017-City staff has implemented a turf plan for all facilities. The plan comes along with fertilizing, treating for weeds, re-mulching 2x per year, pest control, proper irrigating, winter over seeding with rye grass, and a 1x per week mowing plan. This is all done by City employees.
- 10/5/2017-City staff continues to maintain unwanted invasive trees that grow along fence lines and in ditch lines. The trees are removed and either chipped or discarded in the dumpster.
- 10/10/2017- City staff are working close with HOA’s to ensure all neighborhood dead ends have the proper signage and up to date barriers.
- 10/11/2017- City staff began the process of cleaning the downtown parking lot in front of Ramos and Manor Grocery. They striped 13 new parking spaces with the designed no parking area right next to Ramos. It has allowed more visibility in the area and has defined the parking spaces.
- 10/16/2017- 310’ of new black vinyl fencing was installed in Jennie Lane Park. 110’ of the fencing was a new addition that would ensure safety and keep kids away from Lexington Street. 1/10’ maintenance gate was added to allow access for repairs and 1 / 4’ gate was added for pedestrian access.
- 10/17/2017- 289’ of 4’ black rod iron fence was installed in front of the Manor Cemetery. Four (4) stone columns were also added to allow access to the cemetery flag pole and the east side drive.
- 10/17/2017- City staff began the process of restriping Gregg Manor road in front of the high school. Over 800’ of yellow and white stripes were painted. City staff also installed left turn arrows at 3 different turn lanes in front of the school.
- 10/19/2017- Prepared Jennie Lane Park for NNO. Restriped Jennie Lane Parking lot for the event and helped set-up all vendors. Staff was present all night and made sure the event was a success.
- 10/25/2017- Over seeded all facilities for winter rye grass. This will keep all facilities looking green until the beginning of spring.
- 10/27/2017- City staff picked out multiple areas where the City can start panting new trees and wildflowers. November will be the month when wildflower seeds will go down and new trees throughout the City will be planted.



### **Inspections /New subdivision Walkthroughs and Pre-con meetings**

10/9/2017- ShadowGlen Phase 2 section 16 punch list walkthrough.

10/13/2017- Sent contractors back out to ShadowGlen to correct storm water drainage. Storm drains were not flowing properly.

10/1/2017-10/31/2017-Presidential Glen phase 2, multiple density tests, proof rolls, concrete pours on curb and gutter, and asphalt lay inspections.

\*The **mowing crew** who is comprised of 3 members are maintaining all City owned properties. (besides what the project crew maintains) The properties are cut every 2 weeks during the growing season. Mowing season will usually last from April through October. Schedules are due to change in hot summers, (like this summer) due to grass burning up in the heat.

\*The **projects crew** is comprised of 2 members. They are responsible for maintaining Jennie Lane Park, City Hall, Police Department, Maintenance yard, Bell Farms Pond and Bell Farms Park. These properties are cut every week to maintain the pristine look.



## Water Monthly Report October 2017

For the month of October, the Water Department had 35 service calls, 3 repair jobs, 12 maintenance jobs, 9 inspections, 40-meter change outs, and flushed all dead-end mains

**Service calls include:** low water pressure calls, meter leaks, line locates, brown water calls, disconnect water services, connect water services, and meter change outs.

### Repair Calls:

18108 Gallant - Leak- Replaced meter seals job completed by RM 10-10-17.  
18132 Topsail - Check for leak- Replaced meter seals by TM, RM 10-17-17.  
209 West Eggleston - Broken curb stop - Replaced broken curb stop by TM, CD 10-19-17.

### Maintenance:

106 E. Parsons - Called line locates for repairs on service line by RM 10-2-17.  
Backflow Preventer Tests- Called Gary with Fluid Meter service to set up date to test all backflow preventer. Passed by JT 10-4-17.  
11401 Hwy 290 E. - Marked utilities for Bluebonnet Electric by JT 10-4-17.  
Bac T Samples - Took first set of 5 samples to Aqua Lab by RM 10-11-17.  
Well # 2 - Donnie with Jurgensen pumped pull well number 2. Pump was for repair by JT 10-12-17.  
City Yard- Washed all city vehicles 10-13-17.  
Lexington and Burton St. - Weed eat around fire hydrant on SE corner by FZ, JN 10-13-17.  
Bact T Samples- Took second set of 5 samples to Aqua Lab by RM 10-17-17.  
City Yard Pump Room - Replaced check valve on booster pump #3 by JT, RM 10-19-17.  
NE Corner of La Grange and Lane St. - Weed eat around water valves and fixed signs by FZ, CD 10-24-17.  
La Grange and Browning St.- Weed eat around fire hydrant valve by FZ, CD 10-24-17.  
309 South Burnet St. - Fix valve signs and weed eat around it by FZ, CD 10-24-17.

### Inspections:

Stonewater - Walk thru inspection by JT, AV 10-11-17.  
Shadow Glen Phase 2 section 16 - Turn on water valves after Bac T results came back good at the connections to the entrance of phase 2 section 16 by JT, RM 10-18-17.  
Presidential Glen phase 7- Water mains and services by DNT Construction by JT, RM 10-23-17.  
Presidential Glen phase 7- Water mains and services by DNT Construction by JT, RM 10-24-17.  
Presidential Glen phase 7- Water mains and services by DNT Construction by JT, RM 10-25-17.  
Lagos Phase 1 - Water mains and hydrants by Chasco Construction RM 10-30-17.  
Presidential Glen Phase 7 - Water mains by DNT Construction by JT, RM 10-30-17.  
Presidential Glen Phase 7 - Water mains by DNT Construction by JT, RM 10-31-17.  
Lagos Phase 1 - Water mains and hydrants by Chasco Construction RM 10-31-17.



## **Wastewater Monthly Report October 2017**

For the month of October, the Wastewater Department had 6 service calls, 8 repair jobs, 14 maintenance jobs and 17 inspections.

**Service calls include:** sewer clog/backups, replacing broken clean out cap, and replacing lids.

### **Maintenance**

Bell Farms Lift Station- Replaced transducer that went out in lift station with new one by JT,RM 10-3-17  
Presidential Glen Lift Station HWY 290 - Brenntag delivered one tote 350 gallons hydrogen peroxide by JT,FZ 10-4-17.

Bell Farms Lift Station-Brenntag delivered one tote 350 gallons hydrogen peroxide by JT,FZ 10-4-17.  
11401 Hwy 290 E. - Marked utilities for Bluebonnet Electric by JT 10-4-17.

WWTP - Changed cl2 bottle #2 150 lbs. by JR,RM 10-4-17.

Wildhorse Creek Lift Station -Brenntag delivered one tote 350 gallons hydrogen peroxide by TM,FZ 10-6-17.

Old WWTP Lift Station-Brenntag delivered one tote 350 gallons hydrogen peroxide by TM,FZ 10-6-17.

Manor Tech High School@ City of Austin tie- Yearly test- Tested back flow preventer by Fluid Meter by JT 10-10-17.

100 BLK E. Carrie Manor and 100 BLK E. Burton - Weed eat around manhole and cut small shrubs down around it so that manhole is visible by FZ,JN.

WWTP - Ordered (5) 150 pound bottles of cl2 for WWTP from Brenntag by JT 10-23-17.

San Marcos alley between Carrie Manor and Burton St. - Weed eat around manhole by FZ,CD 10-24-17.

Bell Farms Lift Station - Replaced battery in generator by FZ,CD 10-26-17.

WWTP - Replaced old sink in WWTP building by JT,JR 10-30-17.

WWTP- Changed cl2 bottles 150 lbs. by JR,RM 10-30-17.

### **Inspections**

Presidential Heights Phase 2 - Vacuum test manhole by CRU Construction. Passed by JT,RM 10-2-17.

Presidential Heights Phase 2 - Pulled mandrels by CRU Construction. Passed by JT 10-6-17.

Johnson rd. and FM 973- Wastewater main by Austin Engineering to Stone Water Lift Station by JT 10-10-17.

Johnson rd. and FM973- Wastewater main by Austin Engineering to Stone Water Lift Station by JT 10-11-17.

Stonewater Lift Station - Pouring of concrete where tie in was made to wet well by RM 10-11-17.

Johnson rd. and FM973- Wastewater main by Austin Engineering to Stone Water Lift Station by RM 10-12-17.

Stonewater Lift Station Manor ISD Wastewater Main - Pulled mandrels with Liberty Construction. Passed by JT,RM 10-16-17.

Lagos Phase 1 Subdivision - Core of existing manhole by Chasco Construction by JT 10-17-17.

Presidential Glen Phase 7- Deep service connections by DNT Construction by JT,RM 10-18-17.

Lagos Phase 1 Subdivision - Wastewater main by Chasco Construction  
by RM,JT 10-23-17, RM,JT 10-24-17, RM,JT 10-25-17, JT 10-26-17, RM,JT 10-18-17.

Presidential Glen Phase 7- Vacuum test manholes and pressure test mains. Passed by JT,RM 10-25-17.

Presidential Heights Phase 2 - Raising of the castings by CRU Construction by JT,RM 10-30-17.

Manor ISD Wastewater Main to Stone Water Lift Station by Austin Engineering by RM 10-31-17.





## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** November 15, 2017

**PREPARED BY:** Thomas Bolt, City Manager

**DEPARTMENT:** Administration

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the acceptance of the unaudited October 2017 Monthly Financial Report.

**BACKGROUND/SUMMARY:**

**PRESENTATION:** ☐ YES ☒ NO

**ATTACHMENTS:** ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

October 2017 Monthly Financial Report

**STAFF RECOMMENDATION:**

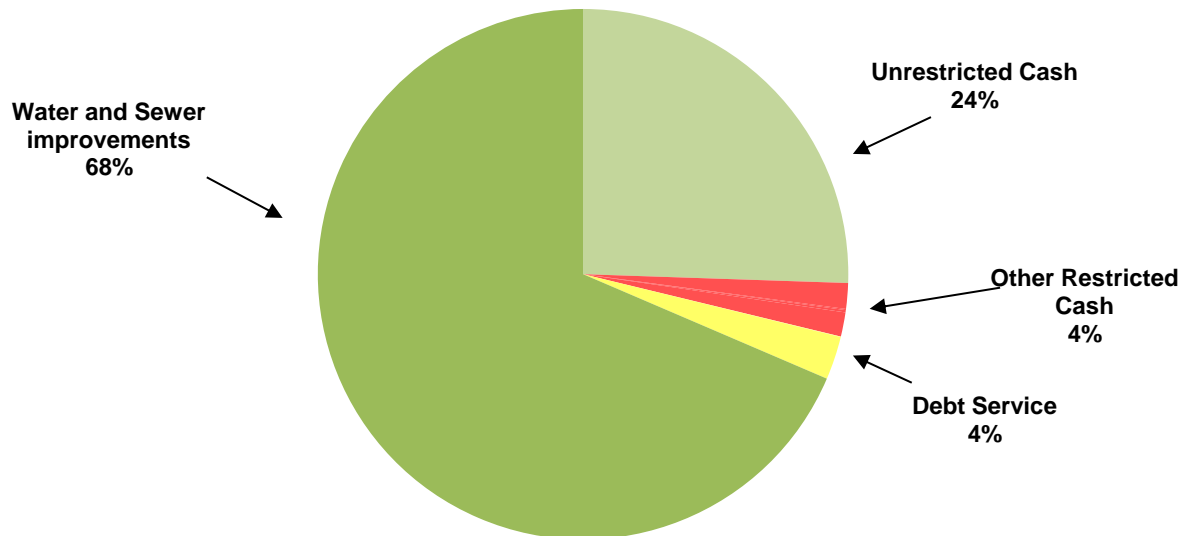
It is City staff's recommendation that the City Council accept the unaudited October 2017 Monthly Financial Report.

**PLANNING & ZONING COMMISSION:** ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

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**CITY OF MANOR, TEXAS  
CASH AND INVESTMENTS  
As of October 2017**

<b>CASH AND INVESTMENTS</b>	<b>GENERAL FUND</b>	<b>UTILITY FUND</b>	<b>DEBT SERVICE FUND</b>	<b>SPECIAL REVENUE FUNDS</b>	<b>CAPITAL PROJECTS FUND</b>	<b>TOTAL</b>
Unrestricted:						
<b>Cash for operations</b>	\$ 2,403,589	\$ 5,817,741			\$ 428,572	\$ 8,649,902
Restricted:						
<b>Tourism</b>				529,031		529,031
<b>Court security and technology</b>	24,090					24,090
<b>Rose Hill PID</b>				47,503		47,503
<b>Customer Deposits</b>		500,730				500,730
<b>Park</b>	8,523					8,523
<b>Debt service</b>			893,199			893,199
<b>Capital Projects</b>						
<b>Water and sewer improvements</b>		17,698,090		5,528,767		23,226,857
<b>TOTAL CASH AND INVESTMENTS</b>	<b>\$ 2,436,201</b>	<b>\$ 24,016,561</b>	<b>\$ 893,199</b>	<b>\$ 6,105,301</b>	<b>\$ 428,572</b>	<b>\$ 33,879,835</b>



**Overview of funds:**

\$ 78,922.90 sales tax collected  
 GF is in a favorable status.  
 UF is in a favorable status  
 DSF is in a favorable status  
 CIP Fund is in a favorable status



AGENDA ITEM NO. <sup>6</sup>\_\_\_\_\_

### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 15, 2017

PREPARED BY: Thomas Bolt, City Manager

DEPARTMENT: Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible action on the second and final reading of an ordinance granting a franchise to SiEnergy, L.P. to furnish and supply gas to the public within the City of Manor.

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**BACKGROUND/SUMMARY:**

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

ordinance

service map

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**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the second and final reading of an ordinance granting a franchise to SiEnergy, L.P. to furnish and supply gas to the public within the City of Manor.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☒ NONE

## **ORDINANCE NO. 492**

**AN ORDINANCE GRANTING TO SIENERGY, L.P., A TEXAS LIMITED PARTNERSHIP, A FRANCHISE TO FURNISH AND SUPPLY GAS TO THE GENERAL PUBLIC IN THE CITY OF MANOR, TRAVIS COUNTY, TEXAS, FOR THE TRANSPORTING, DELIVERY, SALE, AND DISTRIBUTION OF GAS IN, OUT OF, AND THROUGH SAID MUNICIPALITY FOR ALL PURPOSES; PROVIDING FOR THE PAYMENT OF A FEE OR CHARGE FOR THE USE OF THE STREETS, ALLEYS, AND PUBLIC WAYS; REQUIRING COMPLIANCE WITH ALL REGULATORY ORDINANCES OF THE CITY; PROVIDING FOR OTHER PROVISIONS RELATED TO THE SUBJECT MATTER HEREOF; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Chapter 121 of the Texas Utilities Code authorizes municipalities to adopt ordinances that establish conditions for mapping, inventorying, locating, or relocating pipelines over, under, along, or across a public street or alley or private residential area in the boundaries of the municipality; and

**WHEREAS**, the City of Manor, Texas ("City") strives to promote orderly and safe development within the territorial limits of the City; and

**WHEREAS**, the City Council finds that this franchise agreement with SÍEnergy, L.P., a Texas Limited Partnership, (hereinafter referred to as "SÍEnergy" or "the Company") is in the best interest of the health, safety, and welfare of the citizens of the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:**

**Section 1. Findings.** The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

**Section 2. Franchise Agreement.** In consideration of the premises and such other lawful consideration, the receipt and sufficiency of which each of the parties hereto acknowledges, the parties agree as follows:

1.0 Grant of authority.

- (a) Subject to the reasonable and timely compliance by SÍEnergy with the provisions contained herein, the City of Manor, Texas, hereinafter called "city," hereby grants to SÍEnergy, hereinafter called "company," its successors and assigns, consent to use and occupy the present and future public rights-of-way, for the purpose of laying, maintaining, constructing, protecting, operating, and replacing therein and thereon pipelines and all other appurtenant equipment needed and necessary to deliver, transport, and distribute gas in, out of, and through city and to sell gas to persons, firms, and corporations, including all the general public, within the city corporate limits, as such limits may be amended from time to time during the term of this ordinance.
- (b) This franchise is granted for a term of twenty (20) years from and after the effective date of this ordinance.

- (c) This franchise covers the geographical area of the entire corporate limits of the City of Manor, Texas. The company agrees that the corporate limits are subject to expansion or reduction by annexation and contraction of municipal boundaries and that the company has no vested right in a specific area. The company hereby agrees to provide service to any and all areas that may be annexed to the city under the same terms and conditions of this agreement as the current areas now covered by this agreement. If the city approves any corporate limits expansion or reduction by annexation or contraction, the city will provide written notice to the company. The company must revise its payments due to any expansion or reduction by annexation or contraction within a reasonable time after notice by the city, but no later than sixty (60) days after receipt of notice.
- (d) This franchise is granted subject to and in accordance with Article XI as provided in the City Charter.

## 2.0 Definitions.

For the purposes of this ordinance, the following terms, phrases, words, and their derivations shall have the meaning given herein. When not inconsistent with the context, words in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (a) "Gross revenues" means all revenue derived or received, directly or indirectly, by the company from or in connection with the operation of the system within the corporate limits of the city and including, without limitation:
  - (1) All revenues charged by company for the sale of gas, including compressed gas, within the city to all customers within city;
  - (2) All revenues charged by company for the transportation of gas through the pipeline system of company within the city to customers within the city regardless of the origination of the gas within the company's system of lines;
  - (3) The total cost of gas transported by company for transport customers through the pipeline system of company within city; and
  - (4) other revenues derived from the following "miscellaneous charges":
    - (i) charges to connect, disconnect, or reconnect gas within the city;
    - (ii) charges to handle returned checks from consumers within the city;
    - (iii) such other service charges and charges as may, from time to time, be authorized in the rates and charges on file with the city; and
    - (iv) contributions in aid of construction;
- (b) revenues billed but not ultimately collected or received by the company; and
- (c) gross receipts fees.

Gross revenues shall not be reduced by bad debts, unless and until such debts are actually charged off. Abandoned deposits shall be applied as an offset to bad debts for purposes of this agreement. No revenues shall be excluded from gross revenues unless such revenues are specifically excluded by this agreement.

- (b) "Public right-of-way" means all of the public streets, alleys, highways, bridges, easements, drainage ways, and sidewalks of the city, as they now exist or may be hereafter constructed, opened, laid out or extended within the present limits of the city, or in such territory as may hereafter be added to, consolidated or annexed to the city.
- (c) "Transport customer" means any person or entity for whom company transports gas through the pipeline system of company within the city to consumers.

3.0 Conditions of occupancy.

- (a) All activities of company in the public rights-of-way shall conform with all the applicable city codes and ordinances, as amended, with city infrastructure standards for design, construction and repair, as amended, and with all other city regulatory requirements as such may be adopted and amended from time to time, including but not limited to requirements regarding the acquisition of permits and the payment of fees therefor. Except in emergencies, before company shall be authorized or required to extend, repair, or relay its existing gas mains or street service lines, it shall file with the director of public works a written statement showing the nature and character of the extensions to be made, obtain a permit for such work, and pay the required permit fees; provided however, company may make emergency repairs and replacements without prior filing with the director of public works but it shall file a written statement promptly thereafter. In addition, the company shall assess and report on the impact of its proposed construction on the city environment. Such plans and reports may be reviewed by the city to ensure that, among other items, (i) aesthetic and good planning principles have been given due consideration, (ii) adverse impact on the environment has been minimized, and (iii) that all applicable laws, including building and zoning codes, as applicable and air and water pollution regulations, are complied with. Reasonable changes suggested by the city shall be incorporated into the company's plans.
- (b) The company shall, upon the written request of the City, relocate its facilities situated within any street, sidewalks, drainage ways, and alleys, at no expense to the City, where reasonable and necessary to accommodate street construction or widening or other city improvement projects. When the company is required by city to remove or relocate its mains, laterals, and other facilities to accommodate construction of streets, sidewalks, drainage ways, and alleys by city, and company is eligible under federal, state, county, local or other programs for reimbursement of costs and expenses incurred by company as a result of such removal or relocation, and such reimbursement is required to be handled through city, company costs and expenses shall be included in any application by city for reimbursement, if company submits its cost and expense documentation to city prior to the filing of the application. City shall provide reasonable notice to company of the deadline for company to submit documentation of the costs and expenses of such relocation to city. If the company is required by city to remove or relocate its mains, laterals, or other facilities for any reason other than the construction of streets, alleys, drainage ways, and public infrastructure associated therewith by city, company shall be entitled to reimbursement from others of the cost and expense of such removal or relocation.



- (c) If city abandons any public right-of-way in which company has facilities, when feasible, company shall have the right to maintain its use of the former public right-of-way upon conditions to be determined by the city.
- (d) The company shall at all times keep on file with the city a current map or set of maps of the company's facilities within the city. Such maps shall indicate subdivision locations and locations of company's customers. As extensions or modifications of facilities are made from time to time, the company shall file with the city maps or plans showing those extensions or modifications so that the city will at all times have current and accurate maps and plans of the company's facilities. In addition to showing the location of company's facilities and customers, such maps shall also identify the depth and size of any buried facilities, as well as the type of cover overlaying those facilities. The company shall furnish the city "as built" drawings not later than sixty (60) days after construction has been completed. Drawings shall be drawn to a scale of one inch (1") equals one hundred feet (100') using the standard format adopted by the city. State plane coordinates shall be shown for benchmarks, curb lines, and structures. The company shall provide one (1) set of blue or black line "as built" drawings to the city and one (1) set of the maps on computer diskettes with G.I.S. data in an electronic/digital format designated by the city.
- (e) The company shall provide, on a quarterly basis and at the same time that the quarterly payments and reports required in section 9.0 are submitted, a comprehensive listing of its customers on a subdivision basis. The location information shall also be shown on either a map or a subdivision plat, and may be combined with the maps required in paragraph 3.0(d) above. Company shall further cooperate with city in determining the correct jurisdictional coding of all of company's customers in the city and its environs.
- (f) The company agrees to provide, at its cost, information requested by the city to assist in a determination of any changes in conditions, practices, or services provided by the company through the use of the public rights-of-way.

#### 4.0 Regulations for service.

- (a) In addition to the rates charged for gas supplied, company may make and enforce reasonable charges, rules and regulations for service rendered in the conduct of its business, including a charge for services rendered in the inauguration of natural gas service, and may require, before furnishing service, the execution of a contract for such service. All charges, rules, and regulations of company involving any consumer of gas within the city shall be subject to regulation, supervision, and approval by the city, as appropriate.
- (b) Company shall have the right to contract with each customer with reference to the installation of, and payment for, any and all of the gas piping from the connection thereof with the company's main in the public rights-of-way to and throughout the customer's premises.
- (c) Company shall own, operate and maintain all service lines, which are defined as the supply lines extending from the company's main to the customer's meter where gas is measured by company. The customer shall own, operate, and maintain all yard lines and house piping. Yard lines are defined as the supply lines extending from the point of connection with company's customer meter to the point of connection with customer's house piping.

5.0 Main extension.

Company shall be required at its own expense to extend distribution mains in any public rights-of-way up to one hundred (100) feet to a residential customer. Company shall not be required to extend transmission mains in any public rights-of-way within city or to make a tap on any transmission main within city unless company agrees to such extension by a written agreement between company and a customer.

6.0 Deposits.

Company shall be entitled to require each and every customer of gas, before gas service is commenced or reinstated, to satisfactorily establish credit pursuant to the company's quality of service rules as may be in effect during the term of this franchise. Said deposit shall be retained and refunded in accordance with such quality of service rules and shall bear interest, as provided in Chapter 183, Texas Utilities Code, as such may be amended from time to time. Upon termination of service, company shall be entitled to apply said deposit, with accrued interest, to any indebtedness owed Company by the customer making the deposit.

7.0 Indemnity.

**IN CONSIDERATION OF THE GRANTING OF THIS FRANCHISE, COMPANY AGREES THAT CITY SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND COMPANY DOES HEREBY RELEASE, AGREE TO INDEMNIFY AND HOLD HARMLESS CITY FROM AND AGAINST ALL SUITS, ACTIONS, OR CLAIMS OF INJURY TO ANY PERSON OR PERSONS, OR DAMAGES TO ANY PROPERTY BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY DEATH, INJURIES TO, OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR FOR DAMAGE TO OR LOSS OF PROPERTY ARISING OUT OF, OR OCCASIONED BY THE CONSTRUCTION, OPERATION, OR MAINTENANCE OF THE GAS DISTRIBUTION PLANT OR SYSTEM OF COMPANY, EXCEPT THAT THIS INDEMNITY AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY SITUATION WHEREIN CITY IS SOLELY LIABLE FOR THE ACTIONS, SUITS, OR CLAIMS OF INJURY OR DAMAGE BROUGHT AGAINST IT. IN THE EVENT THAT ANY ACTION, SUIT, OR PROCEEDING IS BROUGHT AGAINST CITY UPON ANY LIABILITY ARISING OUT OF THE CONSTRUCTION, OPERATIONS, OR MAINTENANCE OF THE COMPANY'S FACILITIES, CITY SHALL GIVE NOTICE IN WRITING TO COMPANY BY REGISTERED OR CERTIFIED MAIL. UPON RECEIPT OF SUCH NOTICE, THE COMPANY, AT ITS OWN EXPENSE, SHALL DEFEND SUCH ACTION AND TAKE ALL SUCH STEPS AS MAY BE NECESSARY OR PROPER TO PREVENT THE OBTAINING OF A JUDGMENT AGAINST THE CITY AND/OR TO SATISFY SAID JUDGMENT. CITY AGREES TO COOPERATE WITH COMPANY IN CONNECTION WITH SUCH DEFENSE.**

8.0 Non-exclusive.

The rights, privileges, and franchise granted by this ordinance are not to be considered exclusive, and city hereby expressly reserves the right to grant, at any time, like privileges, rights, and franchises as it may see fit to any other person or corporation for the purpose of transporting, delivering, distributing, or selling gas to and for city and the inhabitants thereof. City expressly reserves the right to own and/or operate its own system for the purpose of transporting, delivering, distributing, or selling gas to and for the city and the inhabitants thereof.

9.0 Compensation.

- (a) In consideration of the right granted by city to company to use and occupy the rights-of-way in the city for the conduct of its business, company, its successors and assigns, agrees to pay to the city franchise fees in the amount and manner described herein. Such payments shall be made on a quarterly basis, on or before the twentieth (20th) day following the end of each calendar quarter. The franchise fee shall be a sum of money which shall be equivalent to five (5) percent of the company's quarterly gross revenues.
- (b) For franchise fee payments beginning on the effective date of this ordinance, payment shall be made by wire transfer on or before the close of business on the payment due date. If any payment due date required herein falls on a weekend or declared bank holiday, payment shall be made by wire transfer on or before the close of business of the last working day prior to the payment due date. Payment shall be considered timely made if company requests the wire transfer by the wire transfer deadline of its bank on the payment due date.
- (c) At the time of each quarterly payment, company shall also submit to the city a sworn statement showing: (i) its gross revenues for the preceding calendar quarter upon which franchise fees are calculated, including the amount of revenues received by company for the transportation of gas; (ii) the coded identity of company's transport customers during the preceding calendar quarter; and (iii) the cost, volume, and transport fee of gas transported during the preceding calendar quarter for such transport customers, calculated in accordance with section 9.0(f) below. Upon request, city shall have access at company's office to the actual identity of company's transport customers and their suppliers as long as such information shall remain confidential, and no copies of such information may be made.
- (d) The aforesaid franchise fee payments shall not affect or reduce the company's obligations with respect to the following: (i) to reimburse the city for street repairs; (ii) the payment of taxes or fees to the state; or (iii) the payment of general or special ad valorem taxes that the city is authorized to levy and impose upon real and personal property. None of the aforementioned obligations of the city shall operate as credits or reductions to the amounts due by the company to the city hereunder.
- (e) The payments by the company under the provisions of this ordinance are in lieu of any and all other and additional street rental charges or fees. However, the company is required to obtain all appropriate permits for work in the public rights-of-way and pay the appropriate fees therefor. Should city not have the legal power to agree that the payment of the franchise fee shall be in lieu of street rental charges, then city agrees that it will apply so much of said sums of money paid as may be necessary to satisfy company's obligations, if any, to pay such rental charges.
- (f) The cost of gas transported by company for transport customers shall be determined as set forth in this paragraph. In the absence of documentary evidence to the contrary provided by company to city, the cost of gas so transported shall be presumed to be equal to the total volume of gas transported for such transport customer times one hundred ten (110) percent of the index of prices for large packages of gas per MMBtu published each month in *Inside FERC's Gas Market Report* in the table titled, "Delivered Spot-Gas Prices," for gas delivered at the Houston Ship Channel/Beaumont, Texas, or a mutually agreeable successor publication and index, for the period of time the transportation service is performed. If company submits documents to the city to indicate the actual cost of gas transported by company, the company may remove

therefrom any information that would disclose either the identity of the customer or other information deemed confidential by company, so long as such removal does not prevent the city from determining the monetary cost of the gas transported. Company agrees to give the city, upon request, access to the confidential information so removed in order for the city to verify the accuracy of the information provided to the city under the provisions of this paragraph. Company shall use all due diligence in collecting from transport customers any and all fees required by this franchise ordinance, but shall not be responsible for paying the fees to city if company's transport customer refuses to pay. Provided, however, that if company's transport customer refuses to pay the fee imposed on the cost of gas transported for such transport customer, and remains delinquent in payment of such fee for a period of greater than thirty (30) days, company shall be responsible for the uncollected fee on any gas thereafter transported through the rights-of-way of city to company's transport customer, but in no event shall the customer be relieved of its obligation to reimburse company for any fees paid to city.

10.0 Accounting; audit; inspection.

- (a) The company shall maintain, at its local office or principal place of business within the state, adequate books and records relating to the performance of its obligations under this franchise. The company shall maintain separate records in a form sufficient to identify its investment, revenues, and expenses related to its performance under this franchise, intending thereby to separate the accounting records of its system in the city from its other systems. The records of the company applicable to its performance under this franchise shall be made available for inspection by the city at any time during normal working hours.
- (b) City may cause, upon reasonable notice, an audit to be made of the books and records of the company relating to the company's performance under this franchise or any portion of any of its other operations that may be allocated or charged to its operations in the city. The omission by the city to exercise its rights to any audit at any time shall not constitute a waiver of such right. In the event city elects to exercise its right of audit, city shall provide to the company written notice of such election at least forty-eight (48) hours in advance of the time of such audit. City shall retain an independent auditor of its selection to perform the audit. The company shall make available to the auditor such personnel and records as the city may in its reasonable discretion request in order to complete such audit, and shall make no charge to the city therefor. The company shall assist the city during any audit conducted under this franchise, including answering questions and providing any requested records or information within five (5) working days of having received a written request therefor. The cost of an audit pursuant to this provision shall be borne by the city, unless the audit reveals an underpayment of fees paid during the audit period in excess of three (3) percent, in which case the company shall pay for the audit. In the event any overpayment is discovered, such overpayment will credit toward current and/or future payments owed, without interest.
- (c) Upon request by the city, but no less often than annually, the company will prepare a statement of its estimate of the company's gross revenues by revenue account for the period covered by the statement signed by an authorized representative of the company, in such reasonable form and detail as city may from time to time prescribe, sufficient to show the source and method of calculation of the company's gross revenues. The acceptance of any statement or payment shall not estop the city from asserting that the amount paid is not the amount due or from recovering any deficit, including interest, by any lawful proceeding.



- (d) Upon completion of the audit, the city shall make the audit report available to the company, and shall give the company an opportunity to respond to the audit findings. If requested by either party, the city and the company shall meet and attempt in good faith to resolve any disputed issues arising out of the audit report. In the event the company shall be determined to have under-remitted the fee required by this franchise, the company shall pay, in addition to the underpayments, interest on the underpayments at the rate of ten (10) percent per annum from the time of the underpayment until payment is made. Underpayment of fees by the company may also subject the company to penalties for noncompliance with this franchise. After reviewing the company's response to the audit findings, the city shall make an initial determination as to whether the company shall also be required to pay a penalty for noncompliance. The amount of the penalty, if any, shall not exceed ten (10) percent of the total underpayment. The city council shall make the final determination of whether a penalty shall be required, and the amount of same.
- (e) If any of the records to be provided by company or to be made available by company are considered by the company to be proprietary in nature or if such records are confidential under federal, state or local law, upon request by the company such information shall be treated by the city as confidential, and shall be made available only to those persons who must have access to perform their duties on behalf of the city, including but not limited to the finance director, the city attorney, and the council members. City shall promptly notify company of any requests for public disclosure of such records under Chapter 552, Texas Government Code, and company shall have the sole responsibility to assert its claims regarding the proprietary or confidential nature of such records.

11.0 Reservation of rights.

- (a) The city reserves to itself the right and power at all times to exercise, in the interest of the public and in accordance with state law, regulation and control of company's rates and services to insure the rendering of efficient public service at reasonable rates, and the maintenance of company's property in good repair throughout the term of this franchise. Company shall maintain on file with the city copies of its current tariffs, schedules of rates and charges, customer service provisions, and line extension policies. Company shall notify the city of the identity of any customer of company that changes from a tariffed rate to a contract rate within forty-five (45) days of such change.
- (b) In granting this franchise, the city does not in any manner waive its regulatory or other rights and powers under and by virtue of the laws of the State of Texas as the same may be amended, nor any of its rights and powers under or by virtue of present or future ordinances of the city, and it is expressly provided that nothing herein shall impair the right of the city to fix, within constitutional and statutory limits, a reasonable price to be charged for natural gas, or to provide and fix a scale of prices for natural gas, and other charges, to be charged by company to residential consumers, commercial consumers, industrial consumers, or to any combination of such consumers, within the territorial limits of the city as same now exist or as such limits may be extended from time to time hereafter.

12.0 Termination.

- (a) In addition to any rights set out elsewhere in this ordinance, the city reserves the right to terminate the franchise and all rights and privileges pertaining thereto, in the event that the company violates any material provision of the franchise or the company becomes insolvent, or is adjudged as bankrupt.
- (b) Upon failure of the company to comply with the material terms of the franchise, the city may by ordinance terminate the franchise in accordance with the procedures set forth in this section. Upon termination, all rights of the company shall immediately be divested without further act upon the part of the city. If the city requires the company to remove its facilities from the public rights-of-way, the company shall forthwith remove its structures or property from the public rights-of-way and restore it to the approximate original condition. Upon failure to do so, the city may perform the work and collect the cost thereof from the company. The cost thereof shall be a lien upon all facilities and property of the company.
- (c) Procedures for termination.
  - (1) The city shall give written notice to the company of the existence of a material violation or failure to comply with the franchise. Company shall have a period of thirty (30) days after receipt of such notice from the city in which to cease such violation and comply with the terms and provisions hereof. In the event company fails to cease such violation or to otherwise comply with the terms hereof, then company's franchise is subject to termination under the following provisions. Provided, however, that, if the company commences work or other efforts to cure such violations within thirty (30) days after receipt of written notice and shall thereafter prosecute such curative work with reasonable diligence until such curative work is completed, then such violations shall cease to exist, and the franchise will not be terminated.
  - (2) Termination shall be declared only by a written decision of the city council after an appropriate public proceeding whereby the company is afforded the full opportunity to be heard and to respond to any such notice of violation or failure to comply. The company shall be provided at least ten (10) days prior written notice of any public hearing concerning the termination of the franchise. In addition, ten (10) day notice by publication shall be given of the date, time and place of any public hearing to interested members of the public, which notice shall be paid for by the company.
  - (3) The city, after full public hearing, and upon finding a material violation or failure to comply, may in its discretion terminate the franchise or excuse the violation or failure to comply upon a showing by the company of mitigating circumstances or upon a showing of good cause of said violation or failure to comply as may be determined by the city council. The failure of the company to comply with the terms of this franchise after due notice and hearing and the providing of adequate time for company to comply with said terms, shall entitle the city to compel compliance by suit in any court of competent jurisdiction and upon culmination of the suit, if the company still fails to comply with the terms of the franchise, the city may compel compliance upon penalty of forfeiture thereof, with the city having an option to purchase company's property located in the city at a reasonable fair value should forfeiture occur.

- (d) In the event the city purchases company's property under penalty of forfeiture and the city and company cannot agree upon the reasonable fair value of the property, then the reasonable fair value of the company's property shall be established by a majority vote of three appraisers with one appraiser selected by company, one appraiser selected by city, and one appraiser selected by the other two appraisers. If the two appraisers are unable to agree upon the third appraiser, then the third appraiser shall be selected by order of a court of competent jurisdiction. The company further agrees that if for any reason the company fails to pay the franchise fee as provided in this franchise within thirty (30) days following written notice from the city that company has failed to make such payment, such failure shall be sufficient to permit the city to forfeit the franchise without court action.

13.0 Renegotiation.

- (a) Should technological, market-driven, regulatory, or similar changes occur in the natural gas industry which create classes or categories of usage different from those enumerated in section 1.0 of this ordinance, or should company alter the means, methods, or types of uses of the public rights-of-way in the city, or should the city reasonably believe that the franchise fee provision should be amended in order to not impair the city's ability to receive an adequate franchise fee pursuant to this ordinance, then the city may initiate the renegotiation of the franchise fee provision of this ordinance.
- (b) If, during the term of the franchise granted hereunder, the nature of competition in the provision of gas utility services in the city changes to the extent that company reasonably believes that the franchise fee provisions of this ordinance cause the company to be placed at a competitive disadvantage in the conduct of its business within the city, then the company may request the renegotiation of the franchise fee provisions of this ordinance.
- (c) Should either the city or the company request a change in the franchise fee provision of this ordinance, both parties agree to enter into a good faith negotiation. "Good faith," for the purpose of this ordinance, shall mean an objective, diligent, timely, and responsible discourse on the issue(s) involved and a resolute attempt to settle said issue(s). Should, as a result of renegotiation, city and company agree to a change in a provision of this ordinance, the change shall become effective upon passage of an ordinance by the city in accordance with the City Charter and acceptance of the amendment by the company. Both parties agree that passage and acceptance will be a mandatory act following negotiation and agreement. Company agrees to provide any and all information requested by city to assist in a determination of any changes in conditions, practices, or services provided by company through the use of the public rights-of-way of the city.

14.0 Regulatory expenses.

Company agrees that city may, at any time during the term of this franchise, employ at the expense of company expert assistance and advice in determining fair, just, and reasonable rates to be charged by company to its consumers in the city, and in determining the extent to which company is complying with the terms and conditions of this ordinance. Company agrees to pay reasonable expenses in connection therewith, or reimburse city for the same, which expense company shall be entitled to recover through its rates and tariffs.

**15.0 Acceptance.**

In order to accept this franchise, company must file its written acceptance of this franchise ordinance within forty-five (45) days after its final adoption by the city, in a form acceptable to the City Attorney's office. If this franchise ordinance is not accepted by company within forty-five (45) days, the franchise ordinance shall be rendered null and void.

**16.0 Assignment or transfer.**

Company may not assign or transfer this franchise, and the rights granted thereby, to any entity without the prior consent and approval of the city given by written resolution, which consent and approval shall not be unreasonably withheld.

**17.0 Notices.**

Every notice, order, petition, documents or other direction or communication to be served upon the city or the company shall be deemed sufficiently given if sent by registered or certified mail, return receipt requested.

Every such communication to the company shall be sent to:

SiEnergy, L.P.  
June M. Dively, Chief Executive Officer  
3 Lakeway Centre Court, Suite 110  
Lakeway, TX 78734

Every such communication to the City or the City Council shall be sent to the:

City of Manor  
Attn: City Manager  
105 E Eggleston Street  
Manor, Texas 78653

With copies to:

The Knight Law Firm, LLP  
223 West Anderson Lane, Suite A-105  
Austin, Texas 78752

**18.0 No Israel Boycott.**

Company hereby verifies that company does not boycott Israel and will not boycott Israel through the term of the franchise. In making this verification, "boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.

**Section 3. Governmental Function.**

All of the regulations and activities required by this Franchise are hereby declared to be governmental and for the health, safety and welfare of the general public.

**Section 4. Repealing All Ordinances in Conflict.** All other ordinances or parts of ordinances inconsistent or in conflict herewith, or to the extent of such inconsistency or conflict are hereby amended to the extent of such inconsistency or conflict. In the event of a conflict between this ordinance and another ordinance of the City, this ordinance shall control.

**Section 5. Savings Clause.** This City Council of the City of Manor, Texas does hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declare that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

**Section 5. Compliance With Open Meetings Act.** It is hereby officially found and determined that the meeting at which this ordinance was considered 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.

**Section 6. Effective Date.** This Ordinance shall take effect upon its adoption by the City Council and publication as required by the Local Government Code, and further conditional upon receipt by the city of company's acceptance, as provided in section 15.0 herein, and upon all other conditions as provided by the City Charter, as applicable.

**PASSED AND APPROVED FIRST READING** on this the 1<sup>st</sup> day of November 2017.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 15<sup>th</sup> day of November 2017.

**ATTEST:**

**THE CITY OF MANOR, TEXAS**

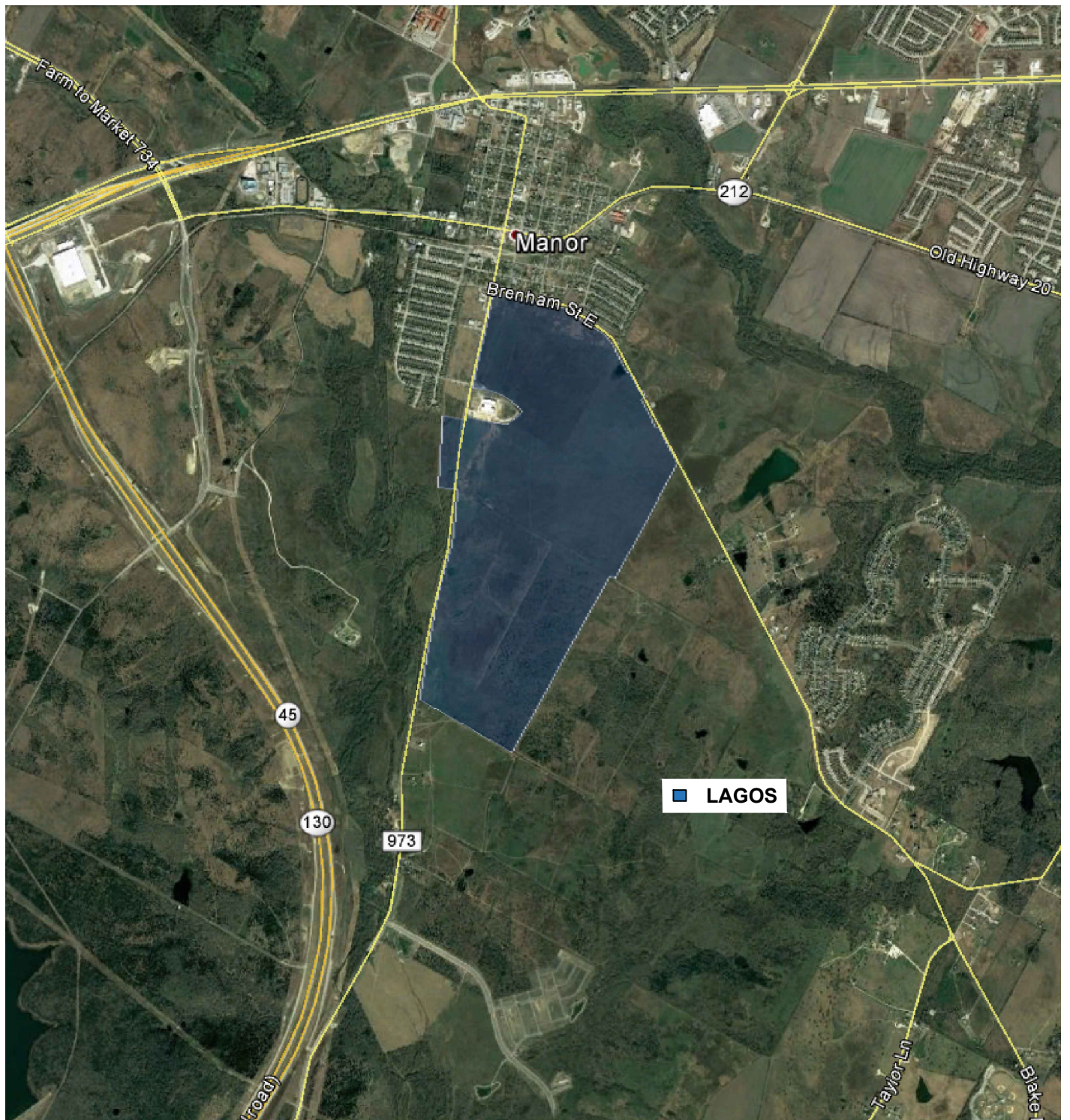
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Lluvia Tijerina, City Secretary

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Rita G. Jonse, Mayor





## LAGOS MASTER PLANNED COMMUNITY TRAVIS COUNTY, TEXAS



## AGENDA ITEM SUMMARY FORM

**PROPOSED MEETING DATE:** November 15, 2017

**PREPARED BY:** Chief R. Phipps

**DEPARTMENT:** Police Department

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion and possible action to approve a resolution regarding a financing agreement between the City of Manor and Government Capital Corporation.

**BACKGROUND/SUMMARY:**

For the purchase of various police vehicles and equipment.

**PRESENTATION:** ☐ YES ☒ NO

**ATTACHMENTS:** ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Resolution

Finance Quote

**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve the resolution regarding a financing agreement between the City of Manor and Government Capital Corporation.

**PLANNING & ZONING COMMISSION:** ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

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**RESOLUTIN NO. 2017-21**

**A RESOLUTION REGARDING A FINANCING AGREEMENT FOR  
THE PURPOSE OF PROCURING “VARIOUS EQUIPMENT AND  
VEHICLES”.**

**WHEREAS**, the City of Manor desires to enter into certain Financing Agreement, by and between Government Capital Corporation and the City of Manor, for the purpose of financing “various equipment and vehicles.” The City of Manor desires to designate this Agreement as a "qualified tax-exempt obligation" of the City of Manor for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended. The City of Manor desires to designate the City Manager, as an authorized signer of the Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF  
MANOR, TEXAS THAT;**

Section 1. That the City of Manor enters into a Financing Agreement with Government Capital Corporation for the purpose of procuring “various equipment and vehicles”.

Section 2. That the Financing Agreement, by and between the City of Manor and Government Capital Corporation is designated by the City of Manor as a "qualified tax-exempt obligation" for the purposes of Section 265 (b) (3) of the Internal Revenue Code of 1986, as amended.

Section 3. That the City of Manor designates the City Manager, as an authorized signer of the Financing Agreement, by and between the City of Manor and Government Capital Corporation.

**DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF  
MANOR, TEXAS, ON THIS THE 15<sup>th</sup> DAY OF NOVEMBER 2017.**

**CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Rita G. Jonse, Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia Tijerina, City Secretary



November 6, 2017

Mr. Ryan Phipps  
Police Chief  
Manor City Hall  
Office 512-215-8414  
rhipps@cityofmanor.org

Dear Chief Phipps,

Thank you for the opportunity to present proposed financing for the City of Manor. I am submitting for your review the following proposed structure:

ISSUER:	City of Manor, TX
FINANCING STRUCTURE:	Public Property Finance Contract issued under Local Government Code Section 271.005
EQUIPMENT COST:	\$ 436,703.17
ANNUAL TERM:	5 Annual Payments
INTEREST RATE:	2.563%
PAYMENT AMOUNT:	\$ 95,053.96*
PAYMENTS BEGINNING:	November 15, 2018 and annually thereafter
*Note	Payment reflects a .0105 issuance cost

**Financing for these projects would be simple, fast and easy due to the fact that:**

- ✓ We have an existing relationship with you and have your financial statements on file, expediting the process. Please keep in mind we may also need current year statements.
- ✓ We can provide familiar documentation for your legal counsel.

The above proposal is subject to audit analysis, assumes bank qualification and mutually acceptable documentation. The terms outlined herein are subject to change and rates are valid for fourteen (14) days from the date of this proposal. If funding does not occur within this time period, rates will be indexed to markets at such time. The above payment amount includes all applicable fees expressed as 0.0105. These costs can include documentation fees, legal fees, issuance expenses, etc. Additionally, Government Capital is registered with Texas Ethics Commission to be HB 1295 compliant.

Our finance programs are flexible and my goal is customer delight. If you have any questions regarding other payment terms, frequencies or conditions, please do not hesitate to call.

With Best Regards,

*Michelle Sanders*

Michelle Sanders  
CC: Stephanie Cates  
Main: 817-421-5400  
[www.govcap.com](http://www.govcap.com)



*The transaction described herein is an arm's length, commercial transaction between you and Government Capital Corporation ("GCC"), in which GCC: (i) is acting solely for its own financial and other interests that may differ from yours; (ii) is not acting as your municipal advisor or financial advisor, and has no fiduciary duty to you with respect to this transaction; and (iii) is not recommending that you take an action with respect to this transaction.*





AGENDA ITEM NO. 8

## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 15, 2017

PREPARED BY: Scott Dunlop

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a first reading of an ordinance rezoning 3 lots, totaling 22.7 acres more or less, Lot 1 Block A KST/Voelker Tract Resub of Lot 2 Block A and Abstract 315 Survey 63 Gates G, locally known as 14215 Suncrest Road, from Interim Agricultural (A) district zoning to Light Industrial (IN-1) district zoning.

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### BACKGROUND/SUMMARY:

This is a first reading of an ordinance to rezone 3 lots at the corner of Suncrest Road and FM 973. These tracts were recently annexed. 2 of them are developed as light industrial and the 3rd tract is vacant.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Ordinance

Zoning Map

Area image

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the first reading of an ordinance rezoning Lot 1 Block A KST/Voelker Tract Resub of Lot 2 Block A and Abstract 315 Survey 63 Gates G.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS,  
AMENDING THE ZONING ORDINANCE BY REZONING A  
PARCEL OF LAND FROM INTERIM AGRICULTURAL (A) TO  
LIGHT INDUSTRIAL (IN-1); MAKING FINDINGS OF FACT;  
AND PROVIDING FOR RELATED MATTERS.**

**Whereas**, the owner of the property described hereinafter (the "Property") has requested that the Property be rezoned;

**Whereas**, after giving ten days written notice to the owners of land within three hundred feet of the Property, the Planning & Zoning Commission held a public hearing on the proposed rezoning and forwarded its recommendation on the rezoning to the City Council;

**Whereas**, after publishing notice of the public at least fifteen days prior to the date of such hearing, the City Council at a public hearing has reviewed the request and the circumstances of the Property and finds that a substantial change in circumstances of the Property, sufficient to warrant a change in the zoning of the Property, has transpired;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:**

**Section 1. Findings.** The foregoing recitals are hereby found to be true and correct and are hereby adopted by the City Council and made a part hereof for all purposes as findings of fact.

**Section 2. Amendment of Ordinance.** City of Manor Code of Ordinances Chapter 14 Exhibit A Zoning Ordinance ("Zoning Ordinance" or "Code"), is hereby modified and amended by rezoning the Property as set forth in Section 3.

**Section 3. Rezoned Property.** The Zoning Ordinance is hereby amended by changing the zoning district for the land and parcel of property described in Exhibit "A" (the "Property"), from the current zoning district Interim Agricultural (A) to zoning district Light Industrial (IN-1). The Property is accordingly hereby rezoned to Light Industrial (IN-1).

**Section 4. Open Meetings.** That it is hereby officially found and determined that the meeting at which this ordinance is 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, Chapt. 551, Loc. Gov't. Code.

**ORDINANCE NO.**

**Page 2**

**PASSED AND APPROVED FIRST READING** on this the 15<sup>th</sup> day of November 2017.

**PASSED AND APPROVED SECOND AND FINAL READING** on this the 6th day of December 2017.

**THE CITY OF MANOR, TEXAS**

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Rita G. Jonse,  
Mayor

**ATTEST:**

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Lluvia Tijerina,  
City Secretary

**EXHIBIT “A”**

Property Legal Description:

Lot 1:

LOT 1 BLK A KST/VOELKER TRACT RESUB OF LOT 2 BLK A

Lot 2:

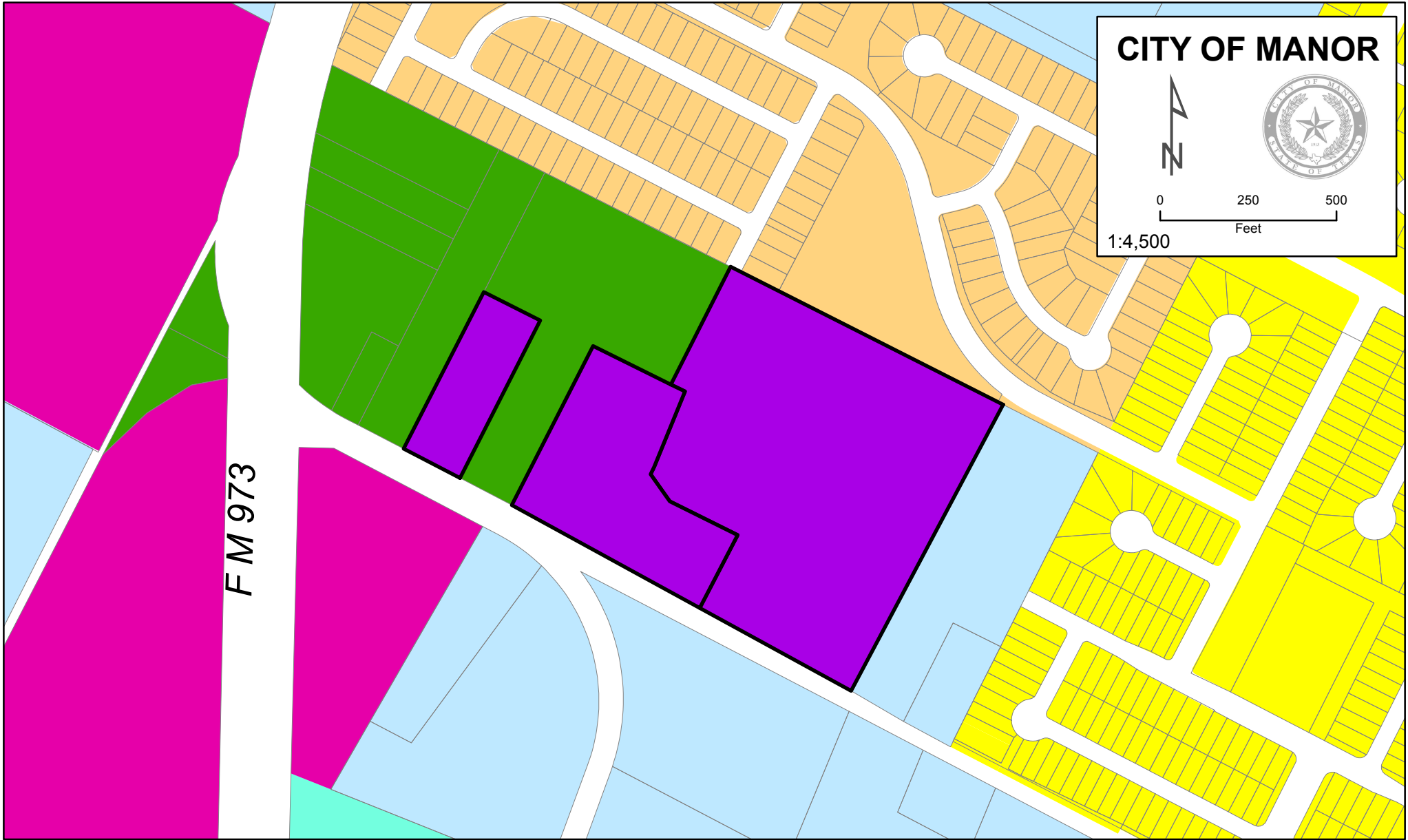
ABS 315 SUR 63 GATES G ACR 5.1828

Lot 3:


ABS 315 SUR 63 GATES G ACR 15.4872 (1-D-1)


Property Address:

14215 Suncrest Road, Manor, Texas 78653



**CITY OF MANOR**





0250500

















Feet

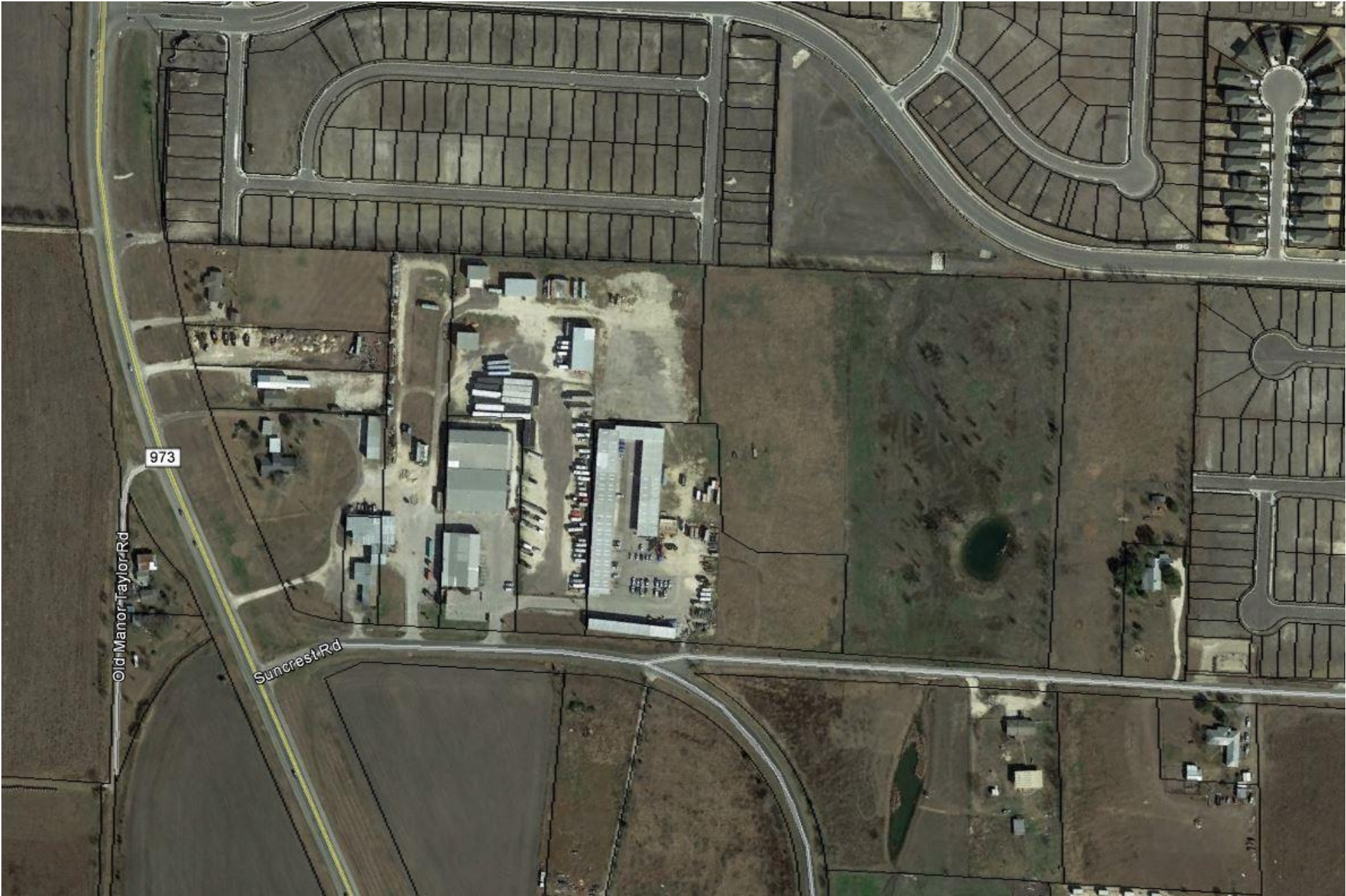
1:4,500

**Proposed Zoning:  
Light Industrial IN-1**

*Current Zoning: Interim Agricultural*

**Zone**

- |   |   |
|---|---|
|  A - Agricultural                |  M-1 - Manufactured Housing      |
|  C-1 - Light Commercial          |  M-2 - Manufactured Housing Park |
|  C-2 - Medium Commercial         |  NB - Neighborhood Business      |
|  DB - Downtown Business District |  PUD - Planned Unit Development  |
|  I - Institutional               |  R-1 - Single Family             |
|  IN-1 - Light Industrial         |  R-2 - Single Family             |
|  IN-2 - Heavy Industrial         |  R-3 - Multi Family              |
|   |  R-4 - Multi Family Special      |
|   |  Manor ETJ                       |







### AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 15, 2017

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

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**AGENDA ITEM DESCRIPTION:**

Consideration, discussion, and possible on an ordinance to amend Manor Code of Ordinances, Chapter 3, Article 3.11 Outdoor Lighting.

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**BACKGROUND/SUMMARY:**

This amendment adds an exhibit showing examples of shielded and unshielded light fixture as well as clarifying a date and references in the ordinance.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Ordinance

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**STAFF RECOMMENDATION:**

It is City staff's recommendation that the City Council approve an ordinance to amend Manor Code of Ordinances, Chapter 3, Article 3.11 Outdoor Lighting.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



**ORDINANCE NO. 493**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS AMENDING MANOR  
CODE OF ORDINANCES CHAPTER 3 BUILDING REGULATIONS ARTICLE  
3.11 OUTDOOR LIGHTING STANDARDS TO ADDING AN EFFECTIVE DATE,  
REVISING DEFINITIONS, AND ADDING EXHIBIT A.**

**WHEREAS**, the City Council of the City of Manor, Texas has found it appropriate to add and modify provisions in the Manor Code of Ordinances to better provide an attractive living environment and to protect the health, safety, morals, and welfare of the present and future residents of the City;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS;**

Section 1: Finding Incorporated. The finding set forth above are found to be true and correct and are incorporated into the body of this ordinance as if copied in their entirety.

Section 2: Amendment of Chapter 3, Article 3.11, Section 3.1.002(a) Applicability to read as follows:

- (a) New uses, buildings and additions. All proposed new land uses, developments, buildings, structures, or building additions of twenty-five percent (25%) or more in terms of additional dwelling units, gross floor area, seating capacity, or other units of measurement specified herein, either with a single addition or cumulative additions subsequent to the effective date of this provision, September 20, 2017, shall meet the requirements of this article for the entire property. This includes additions which increase the total number of required parking spaces by twenty-five percent (25%) or more. For all building additions of less than twenty-five percent (25%) cumulative, the applicant shall only have to meet the requirements of this article for any new outdoor lighting provided.

Section 3: Amendment of Chapter 3, Article 3.11, Section 3.11.005 Definitions to amend the definition of “Fully shielded fixture” to read as follows:

*Fully shielded fixture* means that fixtures are shielded in such a manner that light rays emitted by the fixture, either directly from the lamp or indirectly from the fixture, are projected below a horizontal plane running through the lowest point on the fixture where light is emitted. See Exhibit A for examples.

Section 3: Amendment of Chapter 3, Article 3.11, Section 3.11.005 Definitions to amend the definition of “Unshielded fixture” to read as follows:

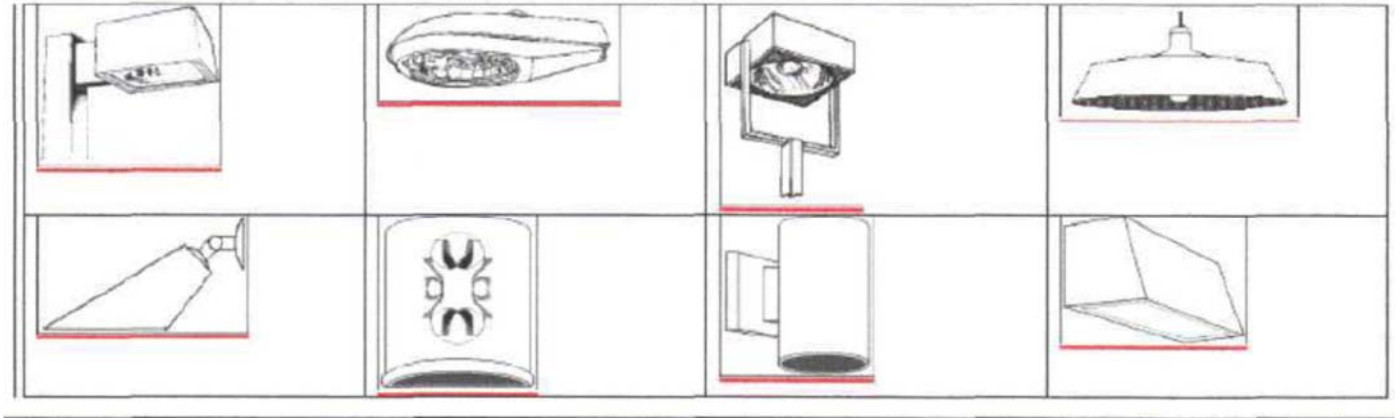
*Unshielded fixture* means a fixture that allows light to be emitted above the horizontal plane directly from the lamp or indirectly from the fixture or a reflector. See Exhibit A for examples.

Section 4: Amendment of Chapter 3, Article 3.11 adding EXHIBIT A SHIELDED AND UNSHIELDED LIGHT FIXTURES as follows:

EXHIBIT A

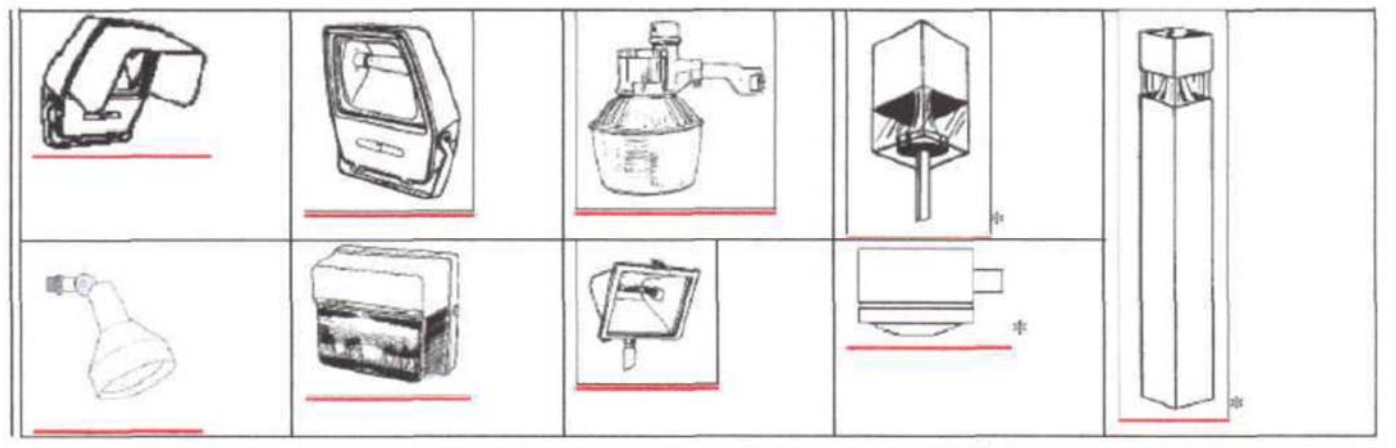
**Fully Shielded Lights**

To be fully shielded fixtures must be closed on top and mounted such that the bottom opening is horizontal.



**Fixtures NOT Fully Shielded**

Even though the lamp is shielded from direct view from the side or above, reflective surfaces within the fixture and or lens covers are directly visible from the side.



Section 5. Conflicting Ordinances. All ordinances or parts of ordinances in conflict with this ordinance are hereby amended to the extent of such conflict and shall hereinafter read as provided herein. To the extent only, if any, necessary to accomplish the purposes of this ordinance, any such term, condition or provision of any ordinance of the city that is in conflict herewith is hereby repealed to the extent of such conflict.

Section 6. Severability. If any provision of this ordinance or the application of any provision to any person or circumstance held invalid, the invalidity shall not affect other provisions or applications hereof which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 7. Open Meetings. That it is hereby officially found and determined that the meeting at which this ordinance is 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, Chapt. 551, Loc. Gov't Code*.

Section 8. Effective Date. This ordinance shall take effect immediately from and after its passage and publication.

**PASSED AND APPROVED** on this the 15th day of November 2017

**CITY OF MANOR, TEXAS**

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Rita G. Jonse, Mayor

**ATTEST:**

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Lluvia Tijerina, City Secretary



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 15, 2017

PREPARED BY: Pauline M. Gray, P.E.

DEPARTMENT: City Engineer

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances Chapter 6 to add article 6.04 Water Quality Protection regulating the city's storm water system, drainage, and outfalls.

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### BACKGROUND/SUMMARY:

This Ordinance is intended to improve the quality of surface water within the City of Manor. The Ordinance facilitates compliance with state and federal water quality standards which is part of the City's MS4 permit through TCEQ. The Ordinance establishes methods for regulating the introduction of pollutants into the City's storm sewer system. The Ordinance establishes legal authority to carry out inspection and monitoring procedures to ensure compliance. The Ordinance establishes authority to penalize any person who is in violation of the Ordinance.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Water Quality Ordinance

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve an ordinance amending Manor Code of Ordinances Chapter 6 to add article 6.04 Water Quality Protection regulating the city's storm water system, drainage, and outfalls.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

## **ORDINANCE NO. 494**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS BY ADDING ARTICLE 6.04 TO CHAPTER 6, HEALTH AND SANITATION, REGULATING THE USE OF THE DISCHARGE OF WATERS AND WASTE INTO THE CITY'S STORM WATER SYSTEM, DRAINAGE FACILITIES AND OUTFALLS; PROHIBITING CERTAIN DISCHARGES; PROVIDING FOR SUSPENSION OF SERVICES; PROVIDING A PENALTY FOR VIOLATIONS OF THE ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**Whereas**, it is the intent of this Ordinance to maintain and improve the quality of surface water and groundwater within the City of Manor and the State of Texas; and

**Whereas**, it is the intent of this Ordinance to facilitate compliance with state and federal water quality standards, limitations, and permits by owners and operators of industrial activities and construction sites within the City; and

**Whereas**, the City of Manor finds that adoption of this ordinance prohibiting certain discharges into the City's storm water system and drainage facilities and outfalls will promote and protect the public health, safety and welfare;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:**

**Section 1. Findings.** The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

**Section 2. Amendment of Code of Ordinances.** The City Council hereby amends Chapter 6 Health and Sanitation, of the City's Code of Ordinances to add a new *Article 6.04. Water Quality Protection* section, attached hereto as Exhibit "A" and incorporated herein for all purposes.

**Section 3. Repealing All Ordinances in Conflict.** All other ordinances or parts of ordinances inconsistent or in conflict herewith, or to the extent of such inconsistency or conflict are hereby amended to the extent of such inconsistency or conflict. In the event of a conflict between this Ordinance and another ordinance of the City, this Ordinance shall control.

**Section 4. Savings Clause.** This City Council of the City of Manor, Texas does hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declare that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

**Section 5. Compliance With Open Meetings Act.** It is hereby officially found and determined that the meeting at which this Ordinance was considered 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.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon its adoption by the City Council and publication as required by the Local Government Code.

**PASSED AND APPROVED** on this the 15th day of November 2017.

**CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Rita G. Jonse, Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia Tijerina, City Secretary



Exhibit “A”**ARTICLE 6.04 WATER QUALITY PROTECTION****Sec. 6.04.001 Purpose and Intent**

- (a) The purpose of this Article is to provide for the health, safety and general welfare of the citizens of Manor through the regulation of non-storm water discharges into the storm drainage system to the maximum extent practicable as required by federal and state law.
- (b) This Article applies to all incorporated areas of the City of Manor, Texas and all areas located within the City of Manor’s jurisdictional boundaries.
- (c) This Article establishes methods for regulating the introduction of pollutants into the City’s municipal separate storm water system (or MS4) in order to comply with requirements, set forth by the National Pollutant Discharge Elimination System (NPDES) permit.
- (d) To promote public awareness of the harm involved in the improper discharge of hazardous substances, petroleum products, household hazardous waste, industrial waste, sediment from construction sites, pesticides, herbicides, fertilizers, and other contaminants into the storm sewers and natural waters of the City.
- (e) The objectives of this Article are:
  - (1) To regulate the contribution of pollutants to the City of Manor MS4 by storm water discharges by any user.
  - (2) To prohibit illicit connections and discharges to the City of Manor MS4 system.
  - (3) To establish legal authority to carry out inspection, surveillance and monitoring procedures necessary to ensure compliance with this Article.

**Sec. 6.04.002 Definitions**

Accidental Discharge. An act or omission through which waste or other substances are inadvertently discharged into water in the State or a MS4.

Best Management Practices or “BMPs”. Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of water in the State or the City MS4. BMPs include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

City. The City of Manor, Texas.

City of Manor Municipal Separate Storm Sewer System or “City MS4”. The Small MS4 owned or operated by the City of Manor.

Clean Water Act. The federal Water Pollution Control Act (33 U.S.C. Sec. 1251 et seq) and any subsequent amendments thereto.

Common Plan of Development. A contiguous area where various separate and distinct construction

activities may be taking place at different times on different schedules under one plan, development or ownership.

Construction Activity. Activities that are subject to NPDES Construction Permits. These activities include but are not limited to clearing and grubbing, grading, excavating and demolition.

Contaminated. Containing a harmful quantity of any substance.

Designated City Official or DCO. The City Manager or his designee.

Discharge or To Discharge. Any addition, introduction, release, or flow of any pollutant, storm water, or other substance, whether separate or mixed, into the municipal separate storm sewer system (MS4), surface water in the state or the waters of the U.S. The term includes any spilling, leaking, pumping, pouring, emitting, emptying, escaping, leaching, dumping, disposing, or other type of release or discharge engaged in, caused, or allowed by a discharger.

Discharger. Any person who causes, allows, permits, or suffers, or is otherwise responsible for, a discharge, spill or release, including, without limitation, any operator of a construction site or industrial facility, and the owner of a facility that is the source of a discharge.

Domestic Sewage. Any human excrement, gray water (from home clothes washing, bathing, showers, dishwashing, and food preparation), other wastewater from household drains, and waterborne waste normally discharged from the sanitary conveniences of dwellings (including apartment houses and hotels), office buildings, factories, and institutions, that is free from industrial waste.

Facility. Any structure or building, including contiguous land, or equipment, pipe or pipeline, well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock, aircraft, or any site or area.

Final Stabilization. The status when all soil disturbing activities at a site have been completed, and a uniform (i.e. evenly distributed, without large bare areas) perennial vegetative cover, with an established density of 70% of the original cover for unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.

Floatables. Anything lighter than water that can float on top of water.

Garbage. Putrescible animal and vegetable waste and residue from the handling, preparation, cooking, or consumption of food, including waste materials from markets, storage facilities, and the handling and sale of produce and other food products.

Harmful Quantity. The amount of any substance that will cause pollution in the municipal separate storm sewer system, surface water in the state or the waters of the U.S.

Hazardous Materials. Any material, including any substance, waste or combination of, which because of its quantity, concentration, or physical, chemical or infectious characteristics, may cause or significantly contribute to a present or potential hazard to human safety, health, property or the environment when improperly treated, stored, disposed of or transported.

Hazardous Substance. Any substance listed in Table 302.4 of 40 CFR Part 302.

Hazardous Waste. Any liquid, semi liquid or solid waste (or combination of wastes), which because of its quantity, concentration, physical, chemical or infectious characteristics may:

- (a) Have any of the following characteristics: Toxic, corrosive, an irritant, a strong sensitizer, flammable or combustible, explosive, or otherwise capable of causing substantial personal injury or illness.
- (b) Pose a substantial hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise improperly managed, and is identified or listed as a hazardous waste as defined by the Texas Solid Waste Disposal Act or defined under 40 CFR Part 261.3.

Illicit Connection. A man-made conveyance regardless of whether it is on the surface or subsurface, that allows any illicit discharge to enter a municipal separate storm sewer or, any conveyance connected from a commercial or industrial site to a municipal separate storm sewer which has not been documented in plans, maps, or equivalent records and approved by an authorized enforcement agency.

Illicit Discharge. Any discharge to a municipal separate storm sewer that is not entirely composed of storm water, except those discharges that are allowed under this Article, or pursuant to a separate authorization from the State or EPA.

Industrial Activity. Manufacturing, processing, material storage, and waste material disposal areas (and similar areas where storm water can contact industrial pollutants related to the industrial activity) at an industrial facility described by the TPDES Multi Sector General Permit, TXR050000, or by another TCEQ or TPDES permit.

Maximum Extent Practicable. The technology-based discharge standard for municipal separate storm sewer systems to reduce pollutants in storm water discharges that was established by CWA sec. 402(p).

- (a) Is owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the CWA that discharges to water of the United States;
- (b) Is designed or used for collecting or conveying storm water; and
- (c) Is not part of a Publicly Owned Treatment Works as defined at 40 CFR 122.2.

Municipal Separate Storm Sewer System or MS4. conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains) that:

- (a) Is owned or operated by a State, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, storm water, or other wastes, including special districts under State law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under Section 208 of the CWA that discharges to water of the United States;

- (b) Is designed or used for collecting or conveying storm water; and
- (c) Is not part of a Publicly Owned Treatment Works as defined at 40 CFR 122.2.

National Pollutant Discharge Elimination System (NPDES) Storm Water Discharge Permit. A permit issued by the EPA (or by TCEQ) that authorizes the discharge of pollutants to water of the United States, whether the permit is applicable on an individual, group or general area-wide basis.

Non-storm Water Discharge. Any discharge to the storm drain system that is not composed entirely of storm water.

Notice of Change (NOC). The Notice of Change that is required by the Construction General Permit, the Multi-Sector General Permit or the Municipal Separate Storm Sewer General Permit.

Notice of Intent (NOI). The Notice of Intent that is required by the Construction General Permit, the Multi-Sector General Permit or the Municipal Separate Storm Sewer General Permit.

Notice of Termination (NOT). The Notice of Termination that is required by the Construction General Permit, the Multi-Sector General Permit or the Municipal Separate Storm Sewer General Permit.

Operator. The person responsible for the overall operation of a site or facility.

- (a) **Primary Operator** – the person or persons associated with a large or small construction activity that meets either of the following two criteria:

- (1) have operational control over construction plans and specifications, including the ability to make modifications to those plans and specifications; or
- (2) have the day-to-day operational control over those activities at a construction site that are necessary to ensure compliance with a storm water pollution prevention plan (SWP3) for the site or other permit conditions (e.g. they are authorized to direct workers at a site to carry out activities required by the SWP3 or comply with other permit conditions).

- (b) **Secondary Operator** - the person whose operational control is limited to the employment of other operators or to the ability to approve or disapprove changes to plans and specifications. A secondary operator is also defined as a primary operator and must comply with the permit requirements for primary operators if there are no other operators at the construction site.

Other Substances. Substances that may be useful or valuable and therefore are not ordinarily considered to be waste, but that will cause pollution if discharged into water in the state.

Owner. The owner of real property subject to a proposed or existing subdivision, site, parcel of land, or development.

Person. An individual, association, partnership, corporation, organization, business trust, political subdivision, state or federal agency, or an agent or employee thereof.

Person responsible or Responsible Person. means:

- (a) the owner, operator, or demise charterer of a vessel from which a spill emanates;

- (b) the owner or operator of a facility from which a spill emanates; or
- (c) any other person who causes, suffers, allows, or permits a spill or discharge.

Pesticide. A substance or mixture of substances intended to prevent, destroy, repel, or mitigate any pest, or any substance or mixture of substances intended for use as a plant regulator, defoliant, or desiccant (as these terms are defined in Section 76.001 of the Texas Agriculture Code).

Pollutant. Anything which causes or contributes to pollution. Pollutants may include, but are not limited to paints, varnishes, and solvents; oil and other automotive fluids; dredged spoil; liquid and solid wastes and yard wastes; incinerator residue; sewage; garbage, litter or other discarded objects; sewage sludge; filter backwash; chemical wastes; biological materials; radioactive materials; wrecked or discarded equipment; rock, sand, cellar dirt; wastes and residues that result from constructing a building or structure; and industrial, municipal, and agricultural waste. The term:

- (a) includes tail water or runoff water from irrigation associated with an animal feeding operation or concentrated animal feeding operation that is located in a major sole source impairment zone as defined by Texas Water Code Section 26.502; and
- (b) includes rainwater runoff from the confinement area of an animal feeding operation or concentrated animal feeding operation that is located in a major sole source impairment zone, as defined by Texas Water Code Section 26.502; but
- (c) does not include tail water or runoff water from irrigation or rainwater runoff from other cultivated or uncultivated rangeland, pastureland, and farmland that is not owned or controlled by an operator of an animal feeding operation or concentrated animal feeding operation on which agricultural waste is applied.

Pollution. The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any water in the state that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property or to public health, safety, or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Premises. Any building, lot, parcel of land, or portion of land, regardless of whether it is improved or unimproved, including adjacent sidewalks and parking strips.

Site. The land or water area where any facility or activity is physically located or conducted, including adjacent land used in connection with the facility or activity.

State. The State of Texas.

Storm Water. Any surface flow, runoff and drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.

Storm Water Pollution Prevention Plan or "SWPPP" or "SWP3". A document which describes the best management practices and activities to be implemented by a person/entity to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to water in the State, a conveyance or a municipal separate storm sewer to the maximum extent practicable. The SWP3 must include all practices and activities required by any applicable TCEQ permit as well as any applicable requirements of the Travis County Code or City of Manor Ordinances.

Surface Water in the State. Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHW) out of 1,036 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all water-courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state; except that waters in treatment systems which are authorized by state or federal law, regulation, or permit, and which are created for the purpose of waste treatment are not considered to be water in the state.

“TCEQ”. Texas Commission on Environmental Quality or any successor agency.

Texas Pollutant Discharge Elimination System or “TPDES”. The state program for issuing, amending, terminating, monitoring, and enforcing permits authorizing the discharge of pollutants to water in the State of Texas, and imposing and enforcing pretreatment requirements, under Clean Water Act §§ 307, 402, 318 and 405, the Texas Water Code and Texas Administrative Code regulations

To discharge. To deposit, conduct, drain, emit, throw, run, allow to seep, or otherwise release or dispose of, or to allow, permit or suffer any of these acts or omissions.

TPDES permit. A Texas Pollutant Discharge Elimination System permit issued by the State of Texas under authority from EPA pursuant to 33 USC § 1342 (b) that authorizes the discharge of pollutants to surface water in the state or the waters of the U. S., whether the permit is applicable on an individual, group, or general area-wide basis.

Waste. Sewage, industrial waste, municipal waste, recreational waste, agricultural waste, or other waste, as the terms are defined in Texas Water Code, Section 26.001.

Wastewater. Any water or other liquid, other than uncontaminated storm water, discharged from a facility.

Water in the State. Groundwater, percolating or otherwise, lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico, inside the territorial limits of the state, and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all watercourses and bodies of surface water, that are wholly or partially inside or bordering the State of Texas or inside the jurisdiction of the State of Texas.

Waters of the United States. All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide; all interstate waters, including interstate wetlands; all other waters the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce; all impoundments of waters otherwise defined as waters of the United States under this definition; all tributaries of waters identified in this definition; all wetlands adjacent to waters identified in this definition; and any waters within the federal definition of “waters of the United States” at 40 CFR § 122.2; but not including any waste treatment systems, treatment ponds, or lagoons designed to meet the requirements of the federal Clean Water Act.

#### **Sec. 6.04.003      Applicability**

This Article shall apply to all water entering the storm drainage system generated on any developed or



undeveloped lands unless explicitly exempted by the City.

**Sec. 6.04.004      Responsibility for Administration**

The City shall administer, implement and enforce the provisions of this Article.

**Sec. 6.04.005      Ultimate Responsibility**

The standards set forth herein and promulgated pursuant to this Article are minimum standards; therefore, this Article does not imply that compliance by any person or entity will ensure that no contamination, pollution or unauthorized discharge of pollutants will occur.

**Sec. 6.04.006      Prohibited Discharges**

(a) No person may cause, suffer, allow, or permit the discharge of any waste or of any pollutant, or the performance or failure of any activity other than a discharge, in violation of this Article.

(b) No person may discharge or cause to be discharged into the City MS4 or into a water in the State any pollutant that causes or contributes to a violation of applicable water quality standards, other than storm water authorized by permit or similar authorization issued by the TCEQ.

(c) The commencement, conduct or continuance of any illicit discharge is prohibited except as described as follows:

(1) The following discharges are exempt from this Article only if they do not substantially contribute pollutants in storm water runoff:

(A) water line flushing, or other potable water sources;

(B) water line breaks, only if sediment and chlorine in the discharge is controlled so that there is no impact to aquatic life;

(C) water line hydrant testing, only if rust deposits and chlorine levels do not result in an impact to aquatic life;

(D) runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;

(E) landscape irrigation or lawn watering;

(F) diverted stream flows;

(G) rising groundwater or springs;

(H) discharges from uncontaminated groundwater infiltration;

(I) discharges from uncontaminated, pumped groundwater;

(J) discharges from uncontaminated foundation and footing drains;

(K) discharges from air conditioning condensation;

- (L) discharges from water pumped from an elevator sump or utility vault, only if it is free of oil and visible sheen;
- (M) discharges from individual residential exterior car washing only if mild detergents are used and the discharges contain no degreasers or other chemicals;
- (N) flows from a wetland or riparian habitat;
- (O) uncontaminated discharges associated with a de-chlorinated, residential swimming pool, spa, or ornamental fountain, excluding filter backwash wastewater and excluding saline water;
- (P) discharges from the routine washing of pavement only if the washing is done without the use of detergents or other chemicals; spills or leaks of oil, toxins, or other hazardous materials have not occurred (unless all spilled material has been removed); and the discharge does not include street sweeper wash water;
- (Q) discharges from fire-fighting activities where foam or chemical agents are not used (and not including washing of trucks, runoff from training activities, and similar activities);
- (R) discharges of uncontaminated fire test maintenance and fire sprinkler/suppression system water;
- (S) discharges of uncontaminated water used for dust suppression;
- (T) dye testing, if written notification is made to the City prior to the time of the test;
- (U) discharges associated with dewatering of collected storm water in an above-ground storage tank secondary containment area if the water is free of, oil, visible sheen, and other contaminants;
- (V) discharges from dewatering of collected storm water in a construction pit, only if the discharge is free of silt, oil, and visible sheen;
- (W) discharges of storm water from an authorized permanent water quality control;
- (X) discharges of water from a dumpster or similar receptacle if the water is free of oil, visible sheen, and other contaminants; and
- (Y) Any discharge specified in writing by the City as being necessary to protect public health and safety.

(d) The prohibitions set forth in this Section do not apply to any non-storm water discharge authorized by a TPDES permit, waiver, or waste discharge order issued to the discharger and administered under the authority of the United States Environmental Protection Agency and TCEQ if:

- (1) The authorized person is in full compliance with all requirements of the permit, waiver, or order and other applicable laws and regulations;

- (2) Written approval has been granted by the City for any discharge to the City Municipal Separate Storm Sewer; and
- (3) The discharge does not contain a pollutant or any substance which causes, continues to cause, or will cause pollution.
- (e) A person violates this Article if the person discharges any storm water that contains a pollutant or any substance which causes, continues to cause, or will cause pollution.
- (f) The construction, use, maintenance, or continued existence of an illicit connection to the City Municipal Separate Storm Sewer is prohibited. This prohibition expressly includes, without limitation, an illicit connection made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.

**Sec. 6.04.007 Prohibition of Illicit Connections**

- (a) A person commits an offense if said person constructs, uses or maintains an illicit connection to the storm drain system. This applies to an illicit connection made in the past, regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
- (b) A person is considered to be in violation of this Article if the person connects a line conveying sewage to the MS4 or allows such a connection to continue.

**Sec. 6.04.008 Specific Prohibitions and Requirements**

- (a) The specific prohibitions and requirements in this Section are not inclusive of all the discharges prohibited by the general prohibition in Section 6.04.006.
- (b) No person may dispose of, release, introduce or cause to be introduced into the MS4 any discharge that causes or contributes to the City to violate a water quality standard, or any state-issued discharge permit for discharges from its MS4.
- (c) No person may dispose of, release, discharge, or otherwise introduce, cause, suffer, allow, or permit to be introduced any of the following substances into the MS4:
  - (1) Oil, cutting oil, petroleum products, and other motor vehicle fluids, such as gasoline, antifreeze, oil, transmission fluid, hydraulic fluid, brake fluid, or power steering fluid;
  - (2) Industrial waste;
  - (3) Hazardous waste, including household hazardous waste;
  - (4) Any liquids, solids or gases or any other substances which are a fire or other hazard to the system, which by reason of their nature or quantity are, or may be, sufficient either alone or by interaction with other substances to cause fires, explosions, or be injurious in any other way to the facilities or operation of the storm water system.
  - (5) Domestic sewage or septic tank waste, grease trap waste, or grit trap waste;
  - (6) Free or emulsified fats, waxes, greases or oils.

- (7) Garbage, rubbish, yard waste, refuse, or other floatable material;
- (8) Wastewater from a carwash facility or operation (including fundraisers); from any vehicle washing, cleaning, or maintenance at any new or used automobile or other vehicle dealership, rental agency, body shop, repair shop, or maintenance facility; or from any washing, cleaning, or maintenance of any business or commercial or public service vehicle, including a truck, bus, or heavy equipment;
- (9) Wastewater from a commercial mobile power washer or from the washing or other cleaning of a building exterior that contains any soap, detergent, degreaser, solvent, or any other harmful cleaning substance, or that is at a temperature that has been elevated by induced heating;
- (10) Wastewater from the washdown or other cleaning of streets and pavement that contains any harmful quantity of soap, detergent, solvent, degreaser, emulsifier, dispersant, or any other harmful cleaning substance, or that is at a temperature that has been elevated by induced heating; or any wastewater from the washdown or other cleaning of any pavement or surface where any spill, leak, or other release of oil, motor fuel, or other petroleum or hazardous substance has occurred, unless all harmful quantities of the cleaning agents and all substances released by the cleaning agents have been previously removed, and approved by the Designated City Official (DCO) for discharge to the MS4 rather than the sanitary sewer;
- (11) Effluent from a cooling tower, condenser, compressor, emissions scrubber, emissions filter, or the blowdown from a boiler;
- (12) Filter backwash from any water treatment system, contact or non-contact cooling water, or unpermitted condensate;
- (13) Swimming pool, spa or fountain water unless proof of dechlorination or removal of chemicals is provided by the discharger; or filter backwash from, or waste from the construction, maintenance or repair of a swimming pool, spa, or fountain;
- (14) Runoff or washdown water from any animal pen or yard, kennel, or pet, fowl or livestock containment area;
- (15) Ready-mixed concrete, mortar, ceramic, or asphalt base material, hydromulch material, or any wastewater or substance from the cleaning of any vehicle or equipment containing, or used in transporting or applying, such material;
- (16) Discharges from water line disinfection by superchlorination or other means if the total residual of the disinfectant is higher than EPA's Primary Drinking Water Standards Maximum Residual Disinfectant Level Goal (MRDLG);
- (17) Waste water from the testing of fire protection systems;
- (18) Solid or liquid substances which may cause obstruction to the flow in storm sewers or other interference with the proper operation of the storm water system such as, but not limited to: ashes, cinders, sand, mud, straw, shavings, metal, glass, rags, feathers, tar, plastics, wood, whole blood, paunch manure, hair and fleshings, entrails, lime slurry, lime residues, slops, chemical residues, paint residues, bulk solids, waste paper or floatables; and

(19) Releases from a petroleum storage tank (PST) or chemical storage tank, or any leachate or runoff from soil contaminated by a leaking PST or chemical storage tank, or any discharge of pumped, confined, or treated wastewater from the remediation of any such PST or chemical storage tank release.

(d) No person may dispose of, release, introduce or cause to be introduced into the MS4 any harmful quantity of sediment, silt, earth, soil, or other material associated with clearing, grading, excavation, landfilling, or other construction activities (including any placement, movement, removal, or disposal of soil, rock, or other earth materials) in excess of what could be retained on site or captured by employing sediment and erosion control measures to the maximum extent practicable.

(e) No person may connect a line conveying sanitary sewage, domestic, industrial or a combination of both to the MS4, or allow such a connection to continue.

#### **Sec. 6.04.009 Industrial or Construction Activities Discharges**

##### **GENERAL REQUIREMENTS**

(a) All operators meeting the definition of a small or large construction site must comply with all terms and conditions of the TPDES construction general permit. All operators of construction sites, regardless of size or TPDES permit requirements, must use best management practices to control and reduce the discharge to the MS4 and to the surface water in the State or the waters of the U.S., of sediment, silt, earth, soil, and other material associated with clearing, grading, excavation, landfilling, and other construction activities to the maximum extent practicable. Such best management practices may include, but not be limited to, the following measures:

(1) Ensuring that existing vegetation is preserved where feasible and that disturbed portions of the site are stabilized as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased. Stabilization measures may include: temporary seeding, permanent seeding, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of trees, preservation of mature vegetation, and other appropriate measures;

(2) Use of structural practices to divert flows from exposed soils, store flows, or otherwise limit runoff and the discharge of pollutants from the site to the maximum extent practicable;

(3) Minimization of the tracking of sediments off-site by vehicles, the generation of dust, and the escape of other windblown waste from the site;

(4) Prevention of the discharge of building materials, including cement, lime, concrete, asphalt and mortar, to the MS4, surface water in the state or the waters of the U.S.;

(5) General good house-keeping measures to prevent and contain spills of paints, solvents, fuels, septic waste, and other hazardous chemicals and pollutants associated with construction, and to assure proper cleanup and disposal of any such spills in compliance with state, federal, and local requirements;

(6) Implementation of proper waste disposal and waste management techniques, including covering waste materials, minimizing ground contact with hazardous chemicals and trash, and installing and maintaining covered receptacles for rubbish and garbage to assure that such waste materials are not blown or carried by rainfall runoff from the site;

- (7) Timely maintenance of vegetation, erosion and sediment control measures, and other best management practices to maintain them in good and effective operating condition;
  - (8) Installation of structural measures during the construction process to control pollutants in storm water discharges that will occur after construction operations have been completed. Structural measures may include, but not be limited to, the following: storm water detention structures (including wet ponds); storm water retention structures; flow attenuation by use of open vegetative swales and natural depressions; other velocity dissipation devices; infiltration of runoff on site; and sequential systems which combine several practices. Operators of construction sites are responsible for the installation and maintenance of storm water management measures prior to final stabilization of the site, and for a period of two years after final acceptance by the City, unless the area is disturbed by new owners; and
  - (9) The current owner(s) of the property is responsible for the maintenance of the permanent stabilization structures listed above to ensure proper operation, water quality protection and flood control.
- (b) Qualified personnel (provided by the operator of the construction site) must inspect disturbed areas of any construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site, at least once every fourteen (14) calendar days and within twenty-four (24) hours of the end of a storm event that is 0.5 inches or greater. Inspections may be performed once every seven (7) calendar days, on a specifically defined day, regardless of whether or not there has been a rainfall event. All erosion and sediment control measures and other identified best management practices must be observed in order to ensure that they are operating correctly and are effective in preventing significant impacts to receiving waters and the MS4. Based on the results of the inspection, best management practices must be modified as appropriate, and as soon as is practicable.
- (c) Any owner of a site of construction activity, whether or not he/she is an operator, is jointly and severally responsible for compliance with the requirements in this Section.
- (d) Any contractor or subcontractor on a site of construction activity, who is not an owner or operator, but who is responsible under his/her contract or subcontract for implementing a best management practices control measure, is jointly and severally responsible for any willful or negligent failure on his/her part to adequately implement that control measure.

#### **Sec. 6.04.010 One-Acre or Greater Land Disturbances**

All operators of sites of construction activity, including clearing, grading, excavation, and landfilling activities, that result in the disturbance of one or more acres of total land area, or that are part of a larger common plan of development or sale within which one or more acres of total land area are disturbed, and who are required to obtain a TPDES permit for storm water discharges associated with construction activity, must comply with the following requirements (in addition to those in Section 6.04.009):

- (a) All operators must obtain coverage for storm water discharges from a construction site under the TPDES General Permit, must post a signed copy of its Notice of Intent (NOI) and/or Construction Site Notice (CSN) on the construction site prior to the commencement of construction activities. The notices required to be posted will depend on the size of the construction project and is explained in the TPDES General Permit for construction activities. The NOI and/or CSN must be posted in a location where it



is safely and readily available for viewing by the general public, local, state, and federal authorities. For large construction sites, a signed copy of the NOI and CSN from all operators must be submitted to the DCO seven (7) days prior to the commencement of construction activities. For small construction sites, a signed copy of the CSN from all operators must be submitted to the DCO at least two (2) days prior to the commencement of construction activities.

(b) A Storm Water Pollution Prevention Plan (SWPPP) must be prepared and implemented in accordance with the requirements of the TPDES permit issued for storm water discharges from the construction site, and with any additional requirements imposed by or under this Article and any other city ordinance.

(c) The SWPPP must be completed and implemented prior to the beginning of construction activities. The SWPPP must be updated and modified as required by the TPDES permit and this Article.

(d) The operator must submit the SWPPP and any modifications thereto to the DCO for review prior to commencement of or during construction activity at the site.

(e) If, upon the DCO's review of the SWPPP (or any modification to the SWPPP) and any site inspection that the DCO may conduct, the DCO determines that the SWPPP does not comply with the requirements of the TPDES permit issued for storm water discharge from the construction site, or any additional requirement imposed by or under this Article, the DCO may issue an order prohibiting the commencement, or the continuation, of any construction activity at the site. Also, if at any time the DCO determines that the SWPPP is not being fully implemented, the DCO may similarly issue an order prohibiting the continuation of any construction activity at the site.

(f) Upon review of the SWPPP and any site inspection that is conducted, the DCO may deny approval of any building permit, grading permit, or any other City approval necessary to commence or continue construction, or to assume occupancy, on the grounds that the SWPPP does not comply with the requirements of the TPDES permit issued for storm water discharge from the construction site, or any additional requirement imposed by or under this Article. Also, if at any time the DCO determines that the SWPPP is not being fully implemented, the DCO may similarly deny approval of any building permit, grading permit, or any other City approval necessary to commence or continue construction, or to assume occupancy, at the site.

(g) The operator must make a copy of the SWPPP and any modification thereto available to the DCO at the construction site upon request.

(h) The DCO may notify the operator at any time that the SWPPP does not meet the requirements of the TPDES permit issued for storm water discharges from the construction site, or any additional requirement imposed by or under this Article. Such notification must identify those provisions of the permit or Article which are not being met by the SWPPP, and identify which provisions of the SWPPP require modifications in order to meet such requirements. Within seven (7) calendar days of such notification from the DCO (or as otherwise provided by the DCO), the operator must make the required changes to the SWPPP and submit to the DCO a written certification that the requested modifications have been made.

(i) The operator must modify the SWPPP whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the MS4, or surface water in the State, or the waters of the U. S., or if the SWPPP proves to be ineffective in eliminating or significantly minimizing pollutants, or in achieving the general objective of controlling pollutants in storm water discharges associated with construction activity.

(j) Qualified personnel (provided by the operator) must inspect at least once every fourteen (14) calendar days and within twenty-four (24) hours of the end of the storm that is 0.5 inches or greater: disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, structural control measures, and locations where vehicles enter or exit the site. Inspections may be performed once every seven (7) calendar days, on a specifically defined day, regardless of whether or not there has been a rainfall event. Disturbed areas and areas used for storage of materials that are exposed to precipitation must be inspected for evidence of, or the potential for, pollutants entering the drainage system. Erosion and sediment control measures and best management practices must be observed to ensure that they are operating correctly. Where discharge locations or points are accessible, they must be inspected to ascertain whether erosion control measures are effective in preventing significant impacts to receiving waters and the MS4. Locations where vehicles enter or exit the site must be inspected for evidence of off-site sediment tracking.

(k) Based on the results of the inspections required by subsection 6.04.010(j), the site description and/or the pollution prevention measures identified in the SWPPP must be modified as appropriate, but in no case later than seven (7) calendar days following the inspection. Such modifications must provide for timely implementation of any changes to the SWPPP within seven (7) calendar days following the inspection. Erosion and sediment controls that have been intentionally disabled, run-over, removed, or otherwise rendered ineffective must be replaced or corrected immediately upon discovery.

(l) A report summarizing the scope of any inspection required by subsection 6.04.010(k), and the name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the SWPPP, and actions taken in accordance with appropriate plan revisions must be made and retained as part of the SWPPP for at least three (3) years from the date that the site is finally stabilized and the required NOT has been submitted. The report must identify any incidence of noncompliance; or if the report does not identify any incidence of noncompliance, the report must contain a certification that the facility is in compliance with the SWPPP, the TPDES permit, and this Article. The report must be signed by the person responsible for preparing the report.

(m) The operator must retain copies of any SWPPP and all reports required by this Article or by the TPDES permit for the site, for a period of at least three (3) years from the date that the site is finally stabilized, and the required CSN or Notice of Termination (NOT) has been submitted. Such plans, reports and records must be made available to the DCO upon request.

(n) Where a site has been finally stabilized and all storm water discharges from construction activities that are authorized by this Article and by the TPDES permit are eliminated, or where the operator of all storm water discharges from the construction site changes, the operator of the construction site must submit to the DCO a copy of the CSN or NOT required by the TPDES Permit.

#### **Sec. 6.04.011 Storm Water Discharges Associated with Industrial Activity**

(a) All operators of municipal landfills; hazardous waste treatment, disposal, and recovery facilities; industrial facilities that are subject to Section 313 of Title III of the Superfund Amendments and

Reauthorization Act of 1986 (SARA) 42, USC § 11023; and industrial facilities that are sources of storm water discharges associated with industrial activity, and that the DCO determines are contributing a substantial pollutant loading to the MS4, must comply with the following requirements:

- (1) Any operator who intends to obtain coverage for storm water discharge associated with industrial activity under the TPDES Storm Water Multi-Sector General Permit for Industrial Activities (“the Multi-Sector General Permit”) or an NPDES permit for oil and gas industrial activities, must submit a signed copy of its Notice of Intent (NOI) to the DCO at least fifteen (15) calendar days prior to the commencement of the industrial activity at the facility. If the industrial activity requiring a permit is already underway upon the effective date of this Article, a copy of the permit assignment notice or the NOI must be submitted within thirty (30) calendar days. For storm water discharges associated with industrial activity where the operator changes, a copy of the required NOI must be submitted at least two (2) calendar days prior to the change. Facilities that qualify for the No Exposure Certification (NEC) must submit copies of the certification to the DCO.
- (2) A SWPPP must be prepared and implemented in accordance with the requirements of the appropriate NPDES or TPDES permit issued for storm water discharges from the industrial facility, and with any additional requirement imposed by or under this Article and any other city ordinance.
- (3) The SWPPP must be completed prior to the submittal of the NOI to the DCO and, for a new industrial operation, prior to the commencement of the industrial activity at the facility. The SWPPP must be updated and modified as required by the appropriate NPDES or TPDES permit and this Article.
- (4) The DCO may require the operator to submit the SWPPP, and any modifications thereto, to the DCO for review. Such submittal and review of the SWPPP may be required by the DCO prior to commencement of or during industrial activity at the facility.
- (5) Upon review of the SWPPP and any site inspection that is conducted, the City may deny approval of any application for a permit, or any other City approval necessary to commence or continue the operation of the facility, on the grounds that the SWPPP does not comply with the requirements of the appropriate NPDES or TPDES permit issued for storm water discharges from the industrial facility, or any additional requirement imposed by or under this Article. Also, if at any time the DCO determines that the SWPPP is not being fully implemented, the City may similarly deny approval of any application for a permit, or any other City approval necessary to commence or continue operation of the industrial facility.
- (6) The SWPPP, with any modifications attached, must be retained at the industrial site from the date of commencement of operations until all storm water discharges associated with industrial activity at the facility are eliminated, and the required NOI has been submitted in accordance with the appropriate NPDES or TPDES permit.
- (7) The operator must make a copy of the SWPPP and any modification thereto available to the DCO upon request.
- (8) The DCO may notify the operator at any time that the SWPPP does not meet the requirements of the appropriate NPDES or TPDES permit issued for storm water discharges from the industrial facility, or any additional requirement imposed by or under this Article. Such notification must identify those provisions of the permit or Article which are not being met by the SWPPP, and identify which provisions of the SWPPP require modifications in order to meet such

requirements. Within seven (7) calendar days of such notification from the DCO (or as otherwise provided by the DCO), the operator must make the required changes to the SWPPP and submit to the DCO a written certification that the requested modifications have been made.

(9) The operator must modify the SWPPP whenever there is a change in design, construction, operation, or maintenance, which has a significant effect on the potential for the discharge of pollutants to the MS4, surface water in the State, or the waters of the U.S., or if the SWPPP proves to be ineffective in eliminating or significantly minimizing pollutants, or in otherwise achieving the general objective of controlling pollutants in storm water discharges associated with industrial activity.

(10) Qualified personnel (provided by the operator) must conduct comprehensive site compliance evaluations including, but not limited to, inspection of equipment and areas of the facility specified in the SWPPP as required by the appropriate NPDES or TPDES permit at intervals of no less than once per year. A set of tracking or follow-up procedures must be used to ensure that appropriate actions are taken in response to the inspections. Records of inspection must be maintained and made available to the DCO upon request.

(11) Based on the results of the compliance evaluation, the description of potential pollutant sources and the pollution prevention measures and controls identified in the SWPPP must be modified as appropriate, but in no case later than fifteen (15) calendar days following the inspection. Such modifications must provide for timely implementation of any changes to the SWPPP within twelve (12) weeks after the compliance evaluation.

(12) A report summarizing the scope of any site evaluation required by the appropriate NPDES or TPDES permit, and the name(s) and qualifications of personnel making the inspection, the date(s) of the inspection, major observations relating to the implementation of the SWPPP, and actions taken in accordance with appropriate plan revisions must be made and retained as part of the SWPPP for at least three (3) years after all storm water discharges from the facility are eliminated and the required NOT has been submitted. The report must identify any incidence of noncompliance; or if the report does not identify any incidence of noncompliance, the report must contain a certification that the facility is in compliance with the SWPPP, the appropriate NPDES or TPDES permit, and this Article. The report must be signed by the person responsible for preparing the report.

(13) If the industrial facility is required by the appropriate NPDES or TPDES permit to conduct monitoring, records of the monitoring results must be retained at the facility and made available to the DCO upon request.

(14) By written notice, the DCO may require any industrial facility identified in accordance with this Section to implement a monitoring program at its expense that includes the submission of quantitative data on the following constituents:

- (a) any pollutants limited in effluent guidelines subcategories; where applicable;
- (b) any pollutant listed in an existing NPDES or TPDES permit for the facility;
- (c) oil and grease, COD, pH, BOD5, TSS, total phosphorus, total Kjeldahl nitrogen, nitrate plus nitrite nitrogen; and
- (d) information on discharges required under 40 CFR 122.21 (g)

(7) (ii), (iii) and (iv).

Written reports of any of such monitoring results must be retained at the facility and made available to the DCO upon request.

(15) By written notice, the DCO may require any industrial facility identified in this Section to conduct semi-annual or annual monitoring of storm water discharges, or the DCO may specify an alternative monitoring frequency and/or specify additional parameters to be analyzed. Written reports of any of such monitoring results must be retained at the facility and made available to the DCO upon request.

(16) The operator must retain copies of any SWPPP and all reports and records required by this Article or by the appropriate NPDES or TPDES permit for the facility, for a period of at least three (3) years after storm water discharges associated with industrial activity at the facility are eliminated, or that operator is no longer operating the facility, and the required NOT has been submitted. Such plans, reports and records must be made available to the DCO upon request.

(17) No storm water discharge associated with industrial activity may contain any of the following hazardous metals in a concentration that exceeds either the maximum allowable concentrations (in mg/l) listed below for each metal or the maximum concentrations for each metal allowed under current state law, whichever limit is more stringent:

	Daily Average	Daily Composite	Daily <u>Metal</u> Maximum
Arsenic	0.1	0.2	0.3
Barium	1.0	2.0	4.0
Cadmium	0.05	0.1	0.2
Chromium	0.5	1.0	5.0
Copper	0.5	1.0	2.0
Lead	0.5	1.0	1.5
Manganese	1.0	2.0	3.0
Mercury	0.005	0.005	0.01
Nickel	1.0	2.0	3.0
Selenium	0.05	0.1	0.2
Silver	0.05	0.1	0.2
Zinc	1.0	2.0	6.0

(18) Where all storm water discharges associated with industrial activity that are authorized by this Article, and by the NPDES or TPDES permit for those discharges from industrial activities, are eliminated, or where the operator of storm water discharges associated with industrial activity at a facility changes, the operator of the facility must submit to the DCO a NOT that includes the information required for notices of termination by the appropriate NPDES or TPDES Permit.

(b) Any owner of a facility with a storm water discharge associated with industrial activity to which subsection 6.04.011(a) applies, whether or not he/she is an operator of the facility, is jointly and severally responsible for compliance with the best management practices (BMP) measures required in the SWPPP for the facility and for compliance with the effluent limitations for hazardous metals specified in subsection 6.04.011(a)(17) above.

(c) Upon request by the DCO, all owners and operators of any facility that experience a problem complying with the requirements of this Article, or any applicable NPDES or TPDES permit issued for storm water discharges from the industrial facility, must consult with the DCO and any third-party designated by the City in an attempt to achieve compliance as soon as practicable. If compliance is not achieved to the City's satisfaction, the City may, at its discretion, report the noncompliance to EPA and/or the State, and/or the City may itself undertake any enforcement action authorized in this Article. Exercise of the City's option for consultation under this shall not be a bar against, or prerequisite for, taking any other enforcement action against any owner or operator of the facility.

**Sec. 6.04.012 Accidental Discharge or Spill of a Pollutant, Including a Hazardous Substance**

(a) As soon as any person responsible for a facility or activity or any person who is responsible for emergency response for a facility or activity has any information of a known or suspected accidental discharge or spill that causes or may cause a pollutant to enter into storm water, a MS4, or water in the State, that person must: take all necessary steps to ensure the discovery, containment, and cleanup of the discharge; as soon as possible and no later than twenty-four (24) hours after the discharge, notify the TCEQ and any other state or federal agency that it is required by law to be notified; and immediately notify the City if the discharge may adversely affect a public or private source of drinking water or a City road, including a right-of-way, and provide information as to the location, identification, concentration, and volume of the discharge as well as the measures the responsible person is taking to contain and clean up the discharge.

(b) In the event of release of hazardous materials, the person responsible for the facility or operation, or responsible for emergency response for a facility or operation, shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the City in person or by phone or facsimile no later than the next business day. Notifications in person or by phone shall be confirmed by written notice, addressed and mailed to City of Manor, P.O. Box 387, Manor, Texas 78653 within three (3) business days of the phone notice.

(c) If the discharge of prohibited materials originates from a commercial or industrial establishment, the owner or operator of such establishment shall also retain an on-site written record of the discharge and the actions taken to prevent its reoccurrence. Such records shall be retained for at least three (3) years.

**Sec. 6.04.013 Compliance Inspection and Sampling; Right of Entry**

(a) Pursuant to Texas Water Code Section 26.171, City officials, employees, agents, and representatives are entitled to enter and inspect the premises of any person to determine whether or not:

- (1) The quality of the water meets the state water quality standards adopted by the TCEQ;
- (2) persons discharging effluent into the public water located in the areas in which the City has jurisdiction have obtained permits for discharge of the effluent; and
- (3) persons who have permits are making discharges in compliance with the requirements of the permits.

(b) Pursuant to Texas Water Code Section 26.173, City officials, employees, agents, and representatives are entitled to enter any public or private property within the City's territorial jurisdiction to make inspections and investigations of conditions relating to water quality. In exercising



this power, City officials, employees, agents, and representatives are subject to the same provisions and restrictions set forth in Texas Water Code Section 26.014 with respect to the TCEQ.

- (c) City officials, employees, agents, representatives and contractors are entitled to enter public or private property at any reasonable time to investigate or monitor, or if the person responsible is not responsive or there is an immediate danger to public health or the environment, to remove or remediate a condition related to the quality of water in the state.
- (d) City officials, employees, agents, representatives and contractors who enter private property must:
  - (1) Observe the property's rules and regulations concerning safety, internal security, and fire protection; and
  - (2) If the property has management in residence, notify management in person or the person then in charge in that person's presence and exhibit proper credentials.
- (e) City officials, employees, agents, representatives, and contractors are entitled to enter and inspect premises as often as may be necessary to determine compliance with this Article. If a responsible person has security measures in force which require proper identification and clearance before entry into its premises, the responsible person shall make the necessary arrangements to allow access to City officials, employees, agents, representatives, and contractors.
- (f) Responsible persons must allow City officials, employees, agents, representatives, and contractors ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of a TPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.
- (g) If the premises are occupied, the City official, employee, agent, representative or contractor shall present credentials and request entry. If the premises are unoccupied, the City official, employee, agent, representative or contractor shall attempt to contact a responsible person and request entry before entering.
- (h) At the written or oral request of the responsible person of a facility or vessel to be inspected or sampled, any temporary or permanent obstruction to safe and easy access to the facility or vessel to be inspected or sampled must be promptly removed by the responsible person at the written or oral request of a City official, employee, agent, representative, or contractor and must not be replaced.
- (i) A delay of thirty (30) minutes or more in allowing a City official, employee, agent, representative, or contractor access to a permitted facility is a violation of a storm water discharge permit and of this Article. A person who is the owner or operator of a facility with a TPDES permit to discharge storm water associated with industrial activity violates this Article if the person denies City officials, employees, agents, representatives and contractors reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this Article.
- (j) If a City official, employee, agent, representative, or contractor has been refused access to any part of the premises from which storm water is discharged, and is able to demonstrate probable cause to believe that there may be a violation of this Article, or that there is a need to inspect or sample as part of a routine inspection and sampling program designed to verify compliance with this Article or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the City official, employee, agent, representative, or contractor may seek issuance of a search

warrant from any court of competent jurisdiction, in accordance with the enforcement policy adopted by the City.

**Sec. 6.04.014      Reports of Violations**

(a) Citizens may, and are encouraged to report any spills, releases, illicit connections, or any other instances of anyone discharging pollutants into the MS4, surface water in the state, or the waters of the U.S., and any other violation of this Article to the DCO.

(b) The DCO will keep the identity of the reporting citizen confidential, and upon request, inform the reporting citizen of any action undertaken by the City in response to the citizen's report.

(c) The Operator and the Owner of any commercial or industrial activity must report any spills, releases, illicit connections, or other instances where pollutants are discharged into the MS4, surface water in the state, or the waters of the U.S. and any other violation of this Article for which they are responsible to the City in accordance with the following:

(1) A hazardous and/or toxic material spill or release must be immediately reported to the Manor Fire Department at 911.

(2) Other instances where pollutants are discharged into the MS4, surface water in the state, or the waters of the U.S. by spill, release, illicit connections or other means must be reported to the DCO, available after business hours through 911.

(d) Both the Operator and the Owner of any commercial or industrial activity, where a spill or a release of a hazardous/toxic material or a substance of a polluting nature has occurred, are responsible for proper notification of the incident to the appropriate county, state, and federal agency. The reporting of a spill/release to the City does not release or remove any obligation of the Owner or Operator from reporting to appropriate county, state and federal officials.

These officials may include, but not be limited to:

- (1) National Response Center.
- (2) Texas Commission on Environmental Quality.
- (3) U.S. Environmental Protection Agency.
- (4) Travis County Emergency Services District #12.
- (5) Texas Department of Parks and Wildlife.
- (6) U.S. Fish & Wildlife Service.

**Sec. 6.04.015      Discharge Reporting and Cleanup**

(a) A discharger of a reportable quantity of a hazardous or extremely hazardous substance into the MS4, surface water in the state, or the waters of the U.S., must telephone 911 and notify the DCO and the Fire Department immediately after becoming aware of the discharge. A discharger of any of the following substances into the MS4, surface water in the state, or the waters of the U.S. must telephone and notify the DCO concerning the incident within one (1) hour after its occurrence, or the first knowledge of its occurrence:

- (1) An amount of oil that either:
  - (A) Violates applicable water quality standards; or

- (B) Causes a film or sheen upon, or discoloration of, the surface of the water or an adjoining shoreline, or causes a sludge or emulsion to be deposited beneath the surface of the water or upon an adjoining shoreline.
- (2) A harmful quantity of any other pollutant that is not a hazardous or extremely hazardous substance.
- (b) The notification required by subsection 6.04.015(a) must include all of the following information:
- (1) The identity or chemical name of the substance released and whether the substance is an extremely hazardous substance.
  - (2) The exact location of the discharge, including any known name of the waters involved or threatened and any other environmental media affected.
  - (3) The time and duration of the discharge at the moment of notification.
  - (4) An estimate of the quantity and concentration, if known, of the substance discharged.
  - (5) The source of the discharge.
  - (6) Any known or anticipated health risks associated with the discharge and, where appropriate, advice regarding medical attention that may be necessary for exposed individuals.
  - (7) Precautions that should be taken as a result of the discharge.
  - (8) Steps that have been taken to contain or clean up the discharged substance and related material and to minimize the impact of the discharge.
  - (9) The name and telephone number of each person to be contacted for further information.
- (c) Within ten (10) days after a discharge under subsection 6.04.015(a), the discharger must, unless expressly waived in writing by the DCO, submit a written report containing each item of information required by subsection 6.04.015(b), as well as the following additional information:
- (1) The ultimate duration, concentration, and quantity of the discharge.
  - (2) All actions taken to respond to, contain, and clean up the discharged substances, and all precautions taken to minimize the impact of the discharge.
  - (3) Any known or anticipated acute or chronic health risks associated with the discharge.
  - (4) Where appropriate, advice regarding medical attention necessary for exposed individuals.
  - (5) The identity of each governmental entity and private sector representative responding to the discharge.
  - (6) Measures taken or to be taken by the discharger to prevent similar future occurrences.

(d) The notifications required by subsections 6.04.015(b) and (c) do not relieve the discharger from any expense, loss, damage, or other liability that may be incurred as a result of the discharge, including any liability for damage to the city, to natural resources, or to any other person or property. The notifications also do not relieve the discharger from any fine, penalty or other liability that may be imposed under this Article or under state or federal law.

(e) A release report required by a state or federal regulatory authority that contains the information described in subsections 6.04.015(b) and (c) meets the reporting requirements of subsection 6.04.015(c), upon submittal of the report to the DCO.

(f) The owner or operator of any facility, vehicle, or other source responsible for a discharge described in subsection 6.04.015(a) must:

(1) Comply with all state, federal, and local law requiring reporting, cleanup, containment, and any other appropriate remedial action in response to the discharge; and

(2) Reimburse the City for any costs incurred by the City in responding to the discharge.

(g) A discharger commits an offense if he/she:

(1) Fails or refuses to report the discharge within the time required by subsection 6.04.015(a) after becoming aware of the discharge;

(2) Knowingly provides false or incorrect information in a notification or report required under this Section;

(3) Fails or refuses to take the necessary action to clean up pollution or damage to the MS4, the surface water in the State or waters of the U.S., or to other property, that is caused by the discharge; or

(4) Fails or refuses to provide driver's license or other identity information when requested by the DCO.

**Sec. 6.04.016 Violation; Penalties; Enforcement**

(a) A person commits an offense if the person violates any provision or fails to comply with any of the requirements of this Article.

(b) **WARNING NOTICE**

When the DCO finds that any person has violated, or continues to violate, any provision of this Article, or any order issued hereunder, the DCO may serve upon that person a written Warning Notice, specifying the particular violation believed to have occurred and requesting the discharger to immediately cease any offending discharge. Resolution of the matter in response to the Warning Notice in no way relieves the discharger of liability for any violations occurring before or after receipt of the Warning Notice. Issuance of a Warning Notice shall not be a bar against, or a prerequisite for, taking any other action against the discharger.

(c) **NOTIFICATION OF VIOLATION**

(1) When the DCO finds that any person has violated, or continues to violate, any

provision of this Article, or any order issued hereunder, the DCO may serve upon that person a written Notice of Violation.

(2) When required by the DCO, an explanation of the cause of the violation and a plan for the satisfactory correction and prevention of reoccurrence, including specific required actions, must be submitted by the discharger to the DCO. This response may be verbal, or if required, must be in writing, but within the time specified by the DCO.

(3) Submission of an explanation and/or plan in no way relieves the discharger of liability for any violations occurring before or after receipt of the Notice of Violation. Issuance of a Notice of Violation shall not be a bar against, or a prerequisite for, taking any other action against the discharger.

(d) COMPLIANCE ORDERS

(1) When the DCO finds that any person has violated, or continues to violate, any provision of this Article, or any order issued hereunder, the DCO may issue an order to the discharger directing that the discharger come into compliance within a specified time limit.

(2) The City may suspend water service, sanitary sewer service, and/or MS4 discharge access to a discharger that does not come into compliance within the time provided.

(3) Compliance orders also may contain other requirements to address the noncompliance, including additional self-monitoring, and management practices designed to minimize the amount of pollutants discharged to the MS4, surface water in the state or the waters of the U.S.

(4) A Compliance Order may not extend the deadline for compliance established by a state or federal standard or requirement, nor does a compliance order relieve the person of liability for any violation, including any continuing violation. Issuance of a compliance order shall not be a bar against, or a prerequisite for, taking any other action against the discharger.

(e) CEASE AND DESIST ORDERS

(1) When the DCO finds that any person has violated, or continues to violate, or threatens to violate any provision of this Article, or any order issued hereunder, or that the person's past violations are likely to recur, the DCO may issue an order to the discharger directing the discharger to cease and desist all such violations and directing the discharger to:

(A) Immediately comply with all requirements; and

(B) Take such appropriate remedial or preventive action as may be needed to properly address a continuing or threatened violation, including halting operations and/or terminating the discharge.

(C) Issuance of a cease and desist order shall not be a bar against, or a prerequisite

for, taking any other action against the discharger.

(f) EMERGENCY SUSPENSION OF UTILITY SERVICES AND MS4 ACCESS

(1) The DCO may, without prior notice, suspend water service, sanitary sewer service, and/or MS4 discharge access to a person discharging to the MS4, surface water in the state, waters of the U.S., or City owned wastewater treatment facilities when such suspension is necessary to stop an actual or threatened discharge which:

(A) Presents or may present imminent and substantial danger to the environment or to the health or welfare of persons; or

(B) Presents or may present imminent and substantial danger to the MS4, surface water in the state or the waters of the U.S.

(2) When the DCO determines that City-provided water and/or sanitary sewer service/or MS4 access needs to be suspended pursuant to 6.04.016(f), the DCO shall suspend the service or access as soon as practicable.

(3) As soon as is practicable after the suspension of service or MS4 discharge access, the DCO must notify the discharger of the suspension in person or by certified mail, return receipt requested, and shall order the discharger to cease the discharge immediately.

(4) The City shall not reinstate suspended services or MS4 access to the discharger until:

(A) The discharger presents proof, satisfactory to the DCO, that the non-complying discharge has been eliminated and its cause determined and corrected;

(B) The discharger pays the City for all costs the City incurred in responding to, abating, and remediating the discharge or threatened discharge; and

(C) The discharger pays the City for all costs the City has incurred to suspend the services and will incur in reinstating service or access, including any reconnection fees and account balances that are due.

(5) A discharger whose service or access has been suspended or disconnected may appeal such enforcement action to the DCO, in writing, within ten (10) days of notice of the suspension.

(6) The remedies provided by this Section are in addition to any other remedies set out in this Article. Exercise of this remedy shall not be a bar against, or a prerequisite for, taking other action against a discharger.

(g) NON-EMERGENCY SUSPENSION OF UTILITY SERVICE AND MS4 ACCESS

(1) The DCO may terminate the City-provided water supply, sanitary sewer connection, and/or MS4 access of any person discharging to the MS4 in violation of this Section, if such termination would abate or reduce the illicit discharge.

(2) The DCO will notify a discharger of the proposed termination of its water supply, sanitary sewer connection, and/or MS4 access. The discharger may petition the DCO for a reconsideration and hearing pursuant to this Article.

- (3) The City shall not reinstate suspended services or MS4 access to the discharger until:
  - (A) The discharger presents proof, satisfactory to the DCO, that the non-complying discharge has been eliminated and its cause determined and corrected; and
  - (B) The discharger pays the City for all costs the City has incurred to suspend the services and will incur in reinstating service or access, including any reconnection fees and account balances that are due.
- (4) The remedies provided by this Section are in addition to any other remedies set out in this Article. Exercise of this remedy shall not be a bar against, or a prerequisite for, taking other action against a discharger.
- (5) A person commits an offense if the person reinstates water service, sanitary sewer service, and or MS4 access to premises terminated pursuant to this Section, without the prior approval of the DCO.
- (6) A person commits an offense if he utilizes the water service, sanitary sewer service or MS4 access of another person or premises, without their permission, or in violation of an order from the City.
- (7) The remedies provided by this Section are in addition to any other remedies set out in this Article. Exercise of this remedy shall not be a bar against, or a prerequisite for, taking other action against a discharger.

(h) ABATEMENT, REMEDIATION, AND RESTORATION ORDERS

- (1) When the DCO finds that a person has violated, or continues to violate, any provision of this Article, or any order issued hereunder, and that such violation has adversely affected the MS4, the surface water in the state, or the waters of the U.S., the DCO may require the discharger to undertake and implement any appropriate action to abate and/or remediate any adverse effects of the violation upon the MS4, the surface water in the state, or the waters of the U.S., and/or to restore any part of the MS4, the surface water in the state, or the waters of the U.S.
- (2) Such abatement, remedial, and restoration action may include, but not be limited to: monitoring, assessment, and evaluation of the adverse effects and determination of the appropriate remedial, abatement, and/or restoration action; confinement, removal, cleanup, treatment, and disposal of any discharged or released pollution or contamination; prevention, minimization, and/or mitigation of any damage to the public health, welfare, or the environment that may result from the violation; restoration or replacement of any public or private property or natural resources damaged by the violation.
- (3) If no person is found to have caused the violation, the owner of any property where the violation occurred and consequent contamination, shall be the responsible person for the required abatement, cleanup and/or remediation.
- (4) The City may, at its discretion, perform such abatement, cleanup and/or remediation, and collect from the responsible person, all expenses incurred during such activities.
- (5) The DCO may require that the abatement, remediation, and/or restoration be accomplished



on a specified compliance schedule and/or be completed within a specified period of time. An order issued under this does not relieve the discharger of liability for any violation, including any continuing violation. Issuance of an order under this Section shall not be a bar against, or a prerequisite for, taking any other action against any responsible party.

(i) STOP WORK ORDERS

(1) When the DCO finds that any operator of a construction site has violated, threatens to violate, or continues to violate, any provision of this Article, or any order issued hereunder, the DCO may issue a Stop Work Order to the operator, and require that a copy of the Stop Work Order be posted at the construction site and distributed to all City departments and divisions whose decisions affect any activity at the site.

(2) Unless express written exception is made by the DCO, the Stop Work Order shall prohibit any further construction activity, or any commencement of construction activity, at the site and shall bar any further inspection or approval by the City associated with a building permit, grading permit, or any other City approval necessary to commence or continue construction or to assume occupancy at the site. Issuance of a Stop Work Order shall not be a bar against, or a prerequisite for, taking any other action against the discharger.

(j) JUDICIAL ENFORCEMENT REMEDIES

(1) When the DCO finds that any person has violated, or continues to violate any provision of this Article, or any order issued hereunder, the DCO may petition the Municipal Court through the City Attorney for the issuance of a temporary or permanent injunction, as appropriate, which restrains or compels the specific performance of a permit, order, or other requirement imposed by this Article on activities of the discharger.

(2) The DCO may also seek such other action as is appropriate for legal and/or equitable relief, including a requirement for the user to conduct environmental remediation.

(3) A petition for Injunctive Relief shall not be a bar against, or a prerequisite for, taking any other action against a discharger.

(4) Any person who violates any of the provisions of this Article shall be fined no more than One Thousand Dollars (\$1,000.00) for each violation of this Article. Each day that a violation is allowed to exist shall constitute a separate offense.

(5) The City Attorney is authorized to commence an action for appropriate legal or equitable relief in a court of competent jurisdiction. Such relief may include:

(A) An injunction to prevent a violation of this Article;

(B) Recovery for damages to the storm drainage system resulting from a violation of this Article;

(C) Recovery for expenses incurred by the City in responding to a violation of this Article;

(D) A civil fine of up to one thousand dollars (\$1,000.00) per day for a violation of Sections of this Article; and

(E) All other damages, costs and remedies to which the City may be entitled.

(6) The remedies listed in this Article are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the City to seek cumulative remedies.

**Sec. 6.04.017      Violations Deemed a Public Nuisance**

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Article is a threat to public health, safety and welfare, and is declared and deemed a nuisance.



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 15, 2017

PREPARED BY: Pauline M. Gray, P.E.

DEPARTMENT: City Engineer

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinances Chapter 6 adding Article 6.05 Storm Water Facility Maintenance establishing requirements for post-construction storm water facility maintenance.

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### BACKGROUND/SUMMARY:

This Ordinance will establish requirements for post-construction stormwater facility maintenance and obligations. This Ordinance will ensure that best management practices are incorporated into development projects and will provide for the long-term operation and maintenance of post-construction storm water facilities such as ponds and storm sewer systems.

PRESENTATION: ☒ YES ☐ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Storm Water Facility Ordinance

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve an ordinance amending Manor Code of Ordinances Chapter 6 adding Article 6.05 Storm Water Facility Maintenance establishing requirements for post-construction storm water facility maintenance.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

## **ORDINANCE NO. 495**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS BY ADDING ARTICLE 6.05 TO CHAPTER 6, HEALTH AND SANITATION, ESTABLISHING REQUIRMENTS FOR POST-CONSTRUCTION STORM WATER FACILITY MAINTENANCE AND OBLIGATIONS; PROVIDING FOR ENFORCEMENT AND A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**Whereas**, the City Council of the City of Manor (the “City”) finds the establishment of post-construction storm water facility maintenance requirements and obligations within the City will promote the general health, safety, and welfare of the City;

**Whereas**, the City Council of the City finds that the general health, safety, and welfare of the City will be protected and promoted by the adoption and enforcement of post-construction storm water facilities maintenance requirements and regulations to enhance and protect the environment, ecology and waterways of and around the City;

**Whereas**, the increase in impervious surfaces such as rooftops, roads and parking lots can increase urban runoff and have a detrimental impact on aquatic ecosystems due to increased concentrations of sediment, nutrients, pesticides, road salts, heavy metals, pathogenic bacteria and petroleum hydrocarbons;

**Whereas**, storm water runoff from developed areas can potentially contribute significant amounts of pollution to lakes and streams; and

**Whereas**, the City Council of the City desires to adopt post-construction storm water facilities regulations to ensure that best management practices are incorporated into development projects and provide for the long-term operation and maintenance of post-construction storm water facilities;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:**

**Section 1. Findings.** The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

**Section 2. Amendment of Code of Ordinances.** The City Council hereby amends Chapter 6 Health and Sanitation, of the City’s Code of Ordinances to add a new *Article 6.05. Storm Water Facility Maintenance* section, attached hereto as Exhibit “A” and incorporated herein for all purposes.

**Section 3. Repealing All Ordinances in Conflict.** All other ordinances or parts of ordinances inconsistent or in conflict herewith, or to the extent of such inconsistency or conflict are hereby amended to the extent of such inconsistency or conflict. In the event of a conflict between this Ordinance and another ordinance of the City, this Ordinance shall control.

**Section 4. Savings Clause.** This City Council of the City of Manor, Texas does hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declare that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

**Section 5. Compliance With Open Meetings Act.** It is hereby officially found and determined that the meeting at which this Ordinance was considered 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.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon its adoption by the City Council and publication as required by the Local Government Code.

**PASSED AND APPROVED** on this the 15<sup>th</sup> day of November 2017.

**CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Rita G. Jonse, Mayor

**ATTEST:**

\_\_\_\_\_  
Lluvia Tijerina, City Secretary

Exhibit “A”**ARTICLE 6.05 STORM WATER FACILITY MAINTENANCE****Sec. 6.05.001 Definitions**

Best Management Practices (BMPs). Methods that have been determined to be the most effective, practical means of preventing or reducing pollution from non-point sources, such as pollutants carried by urban runoff. These methods can be structural (e.g., devices, ponds, engineered or constructed to prevent or manage storm water) or non-structural (e.g., policies to reduce imperviousness). BMPs classified as “non-structural” are those that rely predominantly on behavioral changes rather than construction in order to be effective.

- (a) “Structural” BMPs are engineered or constructed to prevent or manage storm water.
- (b) BMPs also include schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of waters of the United States. BMPs also include treatment requirements, operating procedures, and practices to control plant site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Pollution. The alteration of the physical, thermal, chemical, or biological quality of, or the contamination of, any surface water in the State that renders the water harmful, detrimental, or injurious to humans, animal life, vegetation, or property, or to the public health, safety or welfare, or impairs the usefulness or the public enjoyment of the water for any lawful or reasonable purpose.

Storm Water. Any surface flow, runoff, and discharge consisting entirely of water from any form of natural precipitation, and resulting from such precipitation.

Surface Water in the State. Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHW) out 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or non-navigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state; except that waters in treatment systems that are created for the purpose of waste treatment are not considered to be water in the state.

Texas Commission on Environmental Quality (TCEQ). The State of Texas agency by that name, the regional offices thereof, any state department, agency, or commission that may succeed to the authority of the TCEQ, and any duly authorized official of TCEQ or such successor agency.

**Sec. 6.05.002 Purpose**

Structural BMPs storm water facilities are permanent and used to control and manage pollution caused by runoff after construction is completed. The City desires to implement regulations requiring post-construction structural BMPs to be incorporated into development projects and provide for the long-term operation and maintenance of post-construction BMPs facilities and the ability to enforce such regulations.

**Sec. 6.05.003 Operation, Maintenance And Repair of Storm Water Facilities**

- (a) Responsibility for Maintenance of Permanent BMPs and Measures after Construction is Complete.
  - (1) The applicant is responsible for maintaining the permanent BMPs after construction until such time as the maintenance obligation is either assumed in writing by another entity having ownership or

control of the property (such as but without limitation: an owner's association, a new property owner or lessee, a district, or municipality) or the ownership of the property is transferred to the City, as provided in subsections (b) and (c) below. The City shall then be responsible for maintenance until another entity assumes such obligations in writing or ownership is transferred. If a TCEQ Contributing Zone Plan or other TCEQ requirements are applicable to a specific permanent storm water facility, then the responsible party shall adhere to Attachment N of the Plan as specified by the TCEQ after completion of construction activities.

(b) Commercial and Multi-Family Properties

(1) The maintenance and repair of storm water facilities for commercial and multi-family properties shall be the responsibility of the property owner and the person in control of the property, if different from the property owner. The storm water facilities shall be maintained in good repair and working order in accordance with BMPs, this Ordinance, applicable state and federal law, and good engineering practices.

(2) At least once each year, the property owner or person in control of the property shall cause the storm water facility to be inspected and an inspection report provided by a person qualified to inspect storm water facilities. The inspection report shall be maintained on file at the property at all times and shall be made available to the City upon request. The property owner and/or person in control of the storm water detention facility shall promptly repair any deficiencies identified in the inspection report.

(3) Prior to the issuance of a Certificate of Occupancy or Certificate of Completion for a property upon which a storm water management facility will be located, the property owner must execute an access easement agreement with the City in a form acceptable to the City that binds all subsequent owners of land served by the storm water management facility, which allows the City or its contractor/agent access to the facility to periodically inspect if the facility is maintained in proper working condition and meets design standards and other provisions established by this Article. The easement agreement shall be recorded in the appropriate County land records.

(4) In the event that a storm water facility will be shared by two or more properties, in addition to the other requirements, the property owners sharing the storm water facility shall execute such agreements, covenants, and easements reasonably required by the City to address joint use of and access to the storm water facilities.

(c) Single Family and Two-Family Residential

(1) All storm water management facilities in areas designated as single or two-family residential that are accepted by the City for maintenance and operation will be maintained by the City as provided herein, the plat notes and/or restrictive covenants for the subdivision, or an agreement between the City and the developer of the subdivision or the HOA as appropriate. The City's maintenance and repair obligations shall include: removal of silt, litter, and other debris from all catch basins, inlets, and drainage pipes. The City will also maintain the functionality of water quality improvements contained in open channels, detention, and water quality areas. The property owner or person in control of the property upon which the BMPs storm water facilities are located will be responsible for cutting grass, removal of litter and debris, vegetation removal, and maintenance or replacement of landscape vegetation within open channels, detention and water quality areas. Maintenance needs that are the obligation of the property owner or person in control of the property must be addressed in a timely manner as determined by the City. Storm water management facilities shall be located in drainage easements in a form acceptable to the City, and shall be subject to such other agreements and requirements to ensure compliance with this Article. The property owner or person in control of the property shall promptly notify the City of any conditions that require maintenance or repair that are the



obligation of the City.

(d) Failure to Maintain Practices

(1) If the storm water management facility becomes a danger to public safety or public health, the City shall notify the party responsible for maintenance of the storm water management facility in writing and may post a placard at the property. Upon receipt of that notice, the responsible person shall have ten (10) days to fulfill adequate BMPs, maintenance and repair requirements. If the owner of the facility fails to comply with the requirements of the maintenance covenant, the City, after reasonable notice, may perform all necessary work to bring the facility into compliance and charge the owner for the actual cost of the work and file any liens against the property as permitted by law.

**Sec. 6.05.004      Penalty; Enforcement**

(a) Any person who shall violate any of the provisions of this Article, or shall fail to comply therewith, or with any of the requirements thereof, within the City limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of five hundred dollars (\$500.00). Each day the violation exists shall constitute a separate offense. Proof of culpable mental state shall not be required to establish a violation of this Article. Such penalty shall be in addition to all the other remedies provided herein.

(b) Any person who shall remove a notice of violation or a placard posted pursuant to this Article from a property prior to correction of the deficiencies indicated thereon shall be deemed guilty of a misdemeanor offense.

(c) No certificate of occupancy or utility tap shall be issued by the City for or with respect to any lot, tract or parcel of land within the City limits that is not in compliance with this Article.

(d) Any person who shall occupy a building, or any part thereof, without having received a Certificate of Occupancy, within the City limits shall be deemed guilty of an offense and shall be liable for a fine not to exceed the sum of two thousand dollars (\$2,000.00). Each day the violation exists shall constitute a separate offense. Such penalty shall be in addition to all the other remedies provided herein.



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 15, 2017

PREPARED BY: Pauline M. Gray, P.E.

DEPARTMENT: City Engineer

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on an ordinance amending Manor Code of Ordinance Chapter 6 adding Article 6.06 Erosion and Sedimentation Control establishing erosion and sediment control requirements.

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### BACKGROUND/SUMMARY:

This Ordinance will establish erosion and sedimentation control regulations for developments within the City. This Ordinance will allow the City to provide and maintain an effective drainage system as well as establish public and private responsibilities for erosion and sedimentation control. The Ordinance will allow for the City to inspect all land disturbing activities. The Ordinance will allow the City to stop work that is in violation of the Ordinance as well as impose penalties such as fines to those in violation of the Ordinance.

PRESENTATION: ☒ YES ☐ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Erosion and Sedimentation Control Ordinance

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve an ordinance amending Manor Code of Ordinance Chapter 6 adding Article 6.06 Erosion and Sedimentation Control establishing erosion and sediment control requirements.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

## **ORDINANCE NO. 496**

**AN ORDINANCE OF THE CITY OF MANOR, TEXAS, AMENDING THE CODE OF ORDINANCES OF THE CITY OF MANOR, TEXAS BY ADDING ARTICLE 6.06 TO CHAPTER 6, HEALTH AND SANITATION, REGULATING LAND DISTURBING ACTIVITY; ESTABLISHING EROSION AND SEDIMENT CONTROL REQUIREMENTS; PROVIDING FOR DEFINITIONS; REQUIRING AN EROSION AND SEDIMENT CONTROL PLAN FOR LAND DISTURBING ACTIVITY; PROVIDING FOR DESIGN REQUIREMENTS; PROVIDING FOR INSPECTIONS; PROVIDING FOR ENFORCEMENT; PROVIDING A PENALTY FOR VIOLATIONS OF THE ORDINANCE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**Whereas**, the City Council of the City of Manor finds the establishment of erosion and sediment control requirements within the City will promote the general health, safety, and welfare of the City; and

**Whereas**, the development of land causes large quantities of soil to be displaced and transported to downstream locations which can create significant soil erosion and sedimentation problems and may result in potentially destructive consequences; and

**Whereas**, a buildup of sediment degrades water quality, destroys valuable environmental resources and obstructs watercourses and storm drains which can cause flooding, thereby damaging public and private lands and property; and

**Whereas**, the City finds it necessary to adopt the regulations set forth in this ordinance to govern erosion control to provide and maintain a safe, efficient and effective drainage system within the City of Manor and to establish the various public and private responsibilities for the provision thereof and to reserve the natural beauty and aesthetics of the community;

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MANOR, TEXAS, THAT:**

**Section 1. Findings.** The forgoing recitals are incorporated into this Ordinance as true and correct findings of fact.

**Section 2. Amendment of Code of Ordinances.** The City Council hereby amends Chapter 6 Health and Sanitation, of the City's Code of Ordinances to add a new *Article 6.06. Erosion and Sedimentation Control* section, attached hereto as Exhibit "A" and incorporated herein for all purposes.

**Section 3. Repealing All Ordinances in Conflict.** All other ordinances or parts of ordinances inconsistent or in conflict herewith, or to the extent of such inconsistency or conflict are hereby amended to the extent of such inconsistency or conflict. In the event of a conflict between this Ordinance and another ordinance of the City, this Ordinance shall control.

**Section 4. Savings Clause.** This City Council of the City of Manor, Texas does hereby declares that if any section, subsection, paragraph, sentence, clause, phrase, work or portion of this Ordinance is declared invalid, or unconstitutional, by a court of competent jurisdiction, that, in such event that it would have passed and ordained any and all remaining portions of this Ordinance without the inclusion of that portion or portions which may be so found to be unconstitutional or invalid, and declare that its intent is to make no portion of this Ordinance dependent upon the validity of any portion thereof, and that all said remaining portions shall continue in full force and effect.

**Section 5. Compliance With Open Meetings Act.** It is hereby officially found and determined that the meeting at which this Ordinance was considered 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.

**Section 6. Effective Date.** This Ordinance shall take effect immediately upon its adoption by the City Council and publication as required by the Local Government Code.

**PASSED AND APPROVED** on this the 15<sup>th</sup> day of November 2017.

**CITY OF MANOR, TEXAS**

\_\_\_\_\_  
Rita G. Jonse, Mayor

**ATTEST:**

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Lluvia Tijerina, City Secretary

Exhibit "A"**ARTICLE 6.06 EROSION AND SEDIMENTATION CONTROL****Sec. 6.06.001 Purpose and Intent**

(a) Eroded soil endangers water resources by reducing water quality and causing the siltation of aquatic habitats for fish and other desirable species.

(b) Eroded soil also necessitates repair of storm sewers and ditches and the dredging of lakes or ponds.

(c) In addition, clearing and grading during construction cause the loss of native vegetation necessary for terrestrial and aquatic habitat.

(d) This Article sets forth the minimum performance standard necessary to protect against erosion and sedimentation problems within the City and to establish the various public and private responsibilities for providing this protection. It is the intent of this Article to set forth performance standards which all erosion and sedimentation controls must, at a minimum, meet. It shall be the duty and responsibility of all persons, firms or corporations to which this Article applies, to design and implement erosion and sedimentation control measures which meet the performance standards contained in this Article. Further, it is the purpose of this Article to:

- (1) Protect human life, health and property;
- (2) Minimize expenditures of public money for cleaning sediment out of streets, sidewalks, storm drains and watercourses;
- (3) Ensure that those who expose soil to possible erosion losses are minimizing those soil losses;
- (4) Preserve the natural beauty and aesthetics of the community;
- (5) Prevent the pollution of streams, ponds and other watercourses by sediment; and
- (6) Provide for restoration of sites to reduce the negative environmental impacts of construction activity.

**Sec. 6.06.002 Definitions**

Accelerated Erosion. Any increase over the rate of natural erosion as a result of land disturbing activity.

Adequate Erosion Control Measures. Ones that control the soil material within the land area under responsible control of the Person conducting the land disturbing activity.

Adverse impact. Any deleterious effect on waters or wetlands, including their quality, quantity, surface area, species composition, aesthetics, or usefulness for human or natural uses, which are or may potentially be harmful or injurious to human health, welfare, safety or property, biological productivity, diversity, or stability or that unreasonably interfere with the enjoyment of life or property, including outdoor recreation.

Agricultural land management practices. Those methods and procedures used in the cultivation of land in order to further crop and livestock production and conservation of related soil and water resources. Logging and timber removal operations are not to be considered a part of this definition.

Applicant. Any person, firm, or government agency that executes the necessary forms to apply for a permit or approval to carry out construction of a project.

Best Management Practices or “BMPs”. Schedules of activities, prohibitions of practices, maintenance procedures, and other management practices to prevent or reduce the pollution of water in the State or the City MS4. BMPs include treatment requirements, operating procedures, and practices to control site runoff, spillage or leaks, sludge or waste disposal, or drainage from raw material storage.

Borrow. Fill material that is required for on-site construction and is obtained from other locations.

City. The City of Manor, Texas.

City Staff. The officers, employees and agents of the City assigned and designated from time to time by the City Administrator and/or City Council, including but not limited to the City Engineer, to review and/or comment and report on development plans.

Clearing. Any activity that removes the vegetative surface cover.

Construction Activity. Land disturbing activities that are subject to National Pollutant Discharge Elimination System (NPDES) Construction Permits. These activities include but are not limited to clearing and grubbing, grading, excavating and demolition.

Erosion. The wearing away of land surface by the action of wind, water, ice, gravity or artificial means or any combination thereof.

Erosion Control. A system of structural and vegetative measures that minimizes soil erosion and off-site sedimentation.

Grading. Any stripping, cutting, filling, stockpiling or a combination thereof which modifies the existing land surface contour.

Ground Cover. Any vegetative growth or other material that renders the soil surface stable against accelerate erosion.

Land Disturbing Activity. Any use of the land by any person in residential, governmental, industrial, educational, institutional or commercial development, highway and road construction and maintenance that results in a change in the Ground Cover or topography and that may cause or contribute to Sedimentation.

Natural Erosion. The wearing away of the earth’s surface by water, wind or other natural agents under natural environmental conditions undisturbed by man.

Owner/Developer. A person undertaking, or for whose benefit, activities covered by this Article are carried on. General contractors or subcontractors, or both, without a proprietary interest in a project are not included within this definition.

Person(s). An individual, association, partnership, firm, public or private corporation, joint venture, organization, business trust, estate, board, public or private institution, political subdivision, state or federal agency, utility, cooperative or other legal entity or an agent or employee thereof.

Person Responsible for the Violation:

- (a) The developer or other person who has or holds himself out as having financial or operational control over the land disturbing activity;
- (b) The landowner or person in possession or control of the land who has directly or indirectly allowed the land disturbing activity or has benefited from it or has failed to comply with any provision of this Article or any order adopted pursuant to this Article; and/or
- (c) The contractor with control of the tract or the contractor conducting the land disturbing activity.

Plan(s). An erosion and sedimentation control plan.

Sediment. Solid particulate matter, both mineral and organic, that has been or is being transported by water, air, gravity, ice or artificial means from its site of origin.

Sedimentation. The process by which sediment resulted from accelerated erosion has been or is being transported off the site of the land disturbing activity or into a wetland, lake or watercourse.

Site. Any tract, lot, or parcel of land, or combination of tracts, lots or parcels of land that are in one ownership, or are contiguous and in diverse ownership, where development is to be performed as part of a unit, subdivision, or project.

Stabilization. The protection of exposed soils from erosion by the application of seed and mulch, seed and matting, sod, other vegetative measures, and/or structural means.

Storm water. Water that originates from a precipitation event.

Storm Water Pollution Prevention Plan (SWPPP or SWP3). Are a requirement of the NPDES that regulates water quality when associated with construction or industrial activities. The SWPPP addresses all pollutants and their sources, including sources of sediment associated with construction, construction site erosion, and all other activities associated with construction activity and controlled through the implementation of BMPs.

#### **Sec. 6.06.003 Ultimate Responsibility**

The planning considerations given in this Article for erosion controls rely on a degree of erosion and sedimentation control and flood protection that is considered reasonable for regulatory purposes. This Article does not imply that erosion and sedimentation controls will survive inundation by runoff from storms or that land below such controls will be free from flooding or flood damages. This Article shall not create liability on the part of the City, or any officer or employee thereof, for any flood damages, or erosion or sedimentation damages, whether to persons or property, that result from reliance on this Article or any administrative decision lawfully made thereunder.

#### **Sec. 6.06.004 Applicability**

- (a) City of Manor Subdivision Ordinances apply to the review of the completeness of each new application for a preliminary plan, final plat, subdivision construction plan, residential development, single lot development, commercial development, and any development that requires a development permit.
- (b) City of Manor Subdivision Ordinances apply to the review of the completeness of each application to amend or propose revisions of an approved preliminary plan, final plat, subdivision construction plan, residential development, single lot development, commercial development, or any development that requires



a development permit. Non-substantive revisions or minor corrections are not subject to re-submittal and re-approval of an application.

(c) A substantive revision requiring re-submittal includes those that revise the limits of construction, increases the area of land disturbance, or increases impervious cover to the project by greater than ten (10) percent. Other substantial revisions requiring re-submittal include addition of a significantly new development activity, structures, requires a significant re-design of sediment controls, a sediment basin, permanent water quality control measures, the drainage plan, or a revision that would change a substantive term, condition, provision, or limiting parameter in an existing authorization.

(d) This Article applies to any owner of permanent water quality controls for an authorized development.

(e) Except as otherwise noted, This Article applies to the following applications:

(1) An application for a development permit or subdivision development that proposes 10,000 square feet or greater of impervious cover or where one (1) acre or more of land would be disturbed;

(2) An application for development that would disturb less than one (1) acre of land but is a part of a common plan of development where the overall development would disturb one (1) acre or more of land; and

(3) Other development applications, including applications for utility placement, right of way construction, single lot or parcel construction, a driveway, or an on-site sewerage facility, that propose less than 10,000 square feet of impervious cover or where less than one (1) acre of land would be disturbed which are subject to as a minimum, including following technical guidelines for erosion and sedimentation control provided by the City.

(f) The following activities are EXEMPT from the provisions of this Article:

(1) Agricultural land management practices and agricultural BMPs.

(2) Agricultural Structures.

(3) Clearing or grading activities that disturb less than 5,000 square feet of land area.

**Sec. 6.06.005 Erosion and Sedimentation Control Plans**

(a) Review and Approval of Erosion and Sediment Control Plans.

(1) In addition to those requirements for subdivisions found in the Code of Ordinances, City of Manor, Texas, all applicants for subdivision of land shall submit to the City an erosion and sedimentation control plan for approval prior to the commencement of construction. The erosion and sedimentation control plan shall be included in the engineering construction plans.

(2) A person may not start construction on a project without an erosion and sediment control plan approved by the City.

(3) The City shall review erosion and sediment control plans to determine compliance with this Article prior to approval. In approving the plan, the City may impose such conditions that may be deemed necessary to ensure compliance with the provisions of this Article and the preservation of public

health and safety.

(4) An applicant shall submit an erosion and sediment control plan to the City for review and approval. A SWPPP plan is required if more than five (5) acres of land is disturbed.

(b) Contents of Erosion and Sediment Control Plans.

(1) An applicant is responsible for submitting erosion and sediment control plans that meet the requirements of this Article. The plans shall include sufficient information to evaluate the environmental characteristics of the affected areas, the potential impacts of the proposed grading on water resources, and the effectiveness and acceptability of measures proposed to minimize soil erosion and off-site sedimentation.

(2) The objective of the Erosion and Sedimentation Control Plan is to prevent public erosion nuisances. The prevention of public erosion nuisances can be promoted, in part, by the following goals:

(A) Reduce sedimentation in streams, creeks, lakes, waterways, storm drains, etc.

(B) Protect the quality of the water in the City.

(C) Provide, protect, and preserve wildlife habitat.

(D) Provide for restoration of sites to reduce the negative environmental impacts of construction activity.

(3) At a minimum, applicants shall submit the following information:

(A) Erosion and sediment control plans including:

(i) The existing topography and improvements as well as proposed improvements at a scale between 1" = 10' and 1" = 50' (or other approved readable scale) with two (2) foot contours or other approved contour interval;

(ii) The limits of construction (LOC);

(iii) Scale, project and sheet title, and north arrow on each plan sheet along with:

1. Total disturbed area;

2. Volume of cut and fill quantities; and

3. Volume of borrow and spoil quantities;

(iv) Storm drainage features, including:

1. Existing and proposed bridges, storm drains, culverts, outfalls, etc.;

2. Velocities and peak flow rates at outfalls for the twenty-five year and one hundred-year frequency storm events; and

3. Site conditions around points of all surface water discharge from the site;

(v) Erosion and sediment control practices to minimize on-site erosion and prevent off-site sedimentation including:

1. The salvage and reuse of topsoil;
2. Phased construction and implementation of grading to minimize disturbances,
3. Location, sizes and type of all proposed sediment control practices;
4. Design details for all erosion and sediment control practices; and
5. Specifications for temporary and permanent stabilization measures including, at a minimum:

a. The “Standard Stabilization Note” on the plan stating:

“Following initial soil disturbance or re- disturbance, permanent or temporary stabilization must be completed within:

(I) Three (3) calendar days as to the surface of all perimeter dikes, swales, ditches, perimeter slopes, and all slopes steeper than 3 horizontal to 1 vertical (3:1); and

(II) Seven (7) calendar days as to all other disturbed or graded areas on the project site not under active grading.”

b. Maintenance requirements;

(vi) A sequence of construction describing the relationship between the implementation and maintenance of controls, including permanent and temporary stabilization, and the various stages or phases of earth disturbance and construction. Any changes or revisions to the sequence of construction must be approved by the City prior to proceeding with construction. The sequence of construction, at a minimum, must include the following:

1. Request for a pre-construction meeting with the appropriate enforcement authority;
2. Clearing and grubbing as necessary for the installation of perimeter controls;
3. Construction and stabilization of perimeter controls;
4. Remaining clearing and grubbing within installed perimeter controls;
5. Road grading;
6. Grading for the remainder of the site;
7. Utility installation and connections to existing structures;
8. Construction of buildings, roads, and other construction;

9. Final grading, landscaping, and stabilization;
10. Installation of storm water management measures;
11. Removal of controls and stabilization of areas that are disturbed by removal of sediment controls;

(vi) A statement requiring the owner/developer or representative to contact the City or its agent at the following stages of the project or in accordance with the approved erosion and sediment control plan, grading permit or building permit:

1. Prior to the start of earth disturbance;
2. Upon completion of the installation of perimeter erosion and sediment controls, but before proceeding with any other earth disturbance or grading;
3. Prior to the start of another phase of construction and prior to the removal of sediment control practices;

(B) Any additional information or data deemed appropriate by the City of Manor.

(C) Methods of Reducing Erosion and Sedimentation – In order to implement the objectives stated about, the following design considerations are necessary:

- (i) Limit the size of disturbed areas to the greatest extent possible.
- (ii) Stabilize any disturbed area as soon as possible.
- (iii) Controls are required to intercept silt from all disturbed areas.
- (iv) Minimize the extent of sediment leaving the project site.
- (v) Reduce the concentration of storm water runoff and promote street flow to greatest extent possible.
- (vi) Erosion control plans should be phased to accommodate for changes in drainage patterns that occur during development.
- (vii) Reduce the silt leaving a construction site on the wheels of construction vehicles by providing vehicle washing areas and/or established construction entrances and exits.
- (viii) Preserve and protect existing vegetation to the greatest extent possible.
- (ix) Planning should consider the natural topography and soil condition in an attempt to limit the erosion potential.

(c) Modifications to Erosion and Sediment Control Plans

(1) The City may revise approved plans as necessary. Modifications may be requested by the owner/developer, the City or any state inspection agency.

- (2) The City may develop a list of minor modifications that may be approved as filed revisions by the inspection agency. The City or its representatives must approve any list of minor modifications prior to its implementation.

**Sec. 6.06.006 Permit Required**

- (a) A person commits an offense if the person performs or causes to be performed any land-disturbing activity without an approved site development or construction permit from the City.
- (b) It is an affirmative defense to prosecution of a violation of subsection (a) that the land-disturbing activity consists of one of the following activities:
  - (1) An emergency activity that is immediately necessary for the protection of life, property, or natural resources; or
  - (2) A nursery and/or agricultural operation existing as of the date of adoption of this Article and conducted as a permitted main or accessory use on the site; or
  - (3) Gardening or yard work for a residential dwelling disturbing less than 7,500 square feet of vegetation.
- (c) Each permit application shall be submitted to Development Services on a form maintained by the City.
- (d) A person shall include with their construction or site development plans an Erosion and Sediment Control Plan for the property for which the land disturbing activity is proposed. Additionally, if applicable, offsite borrow areas, spoil areas and construction staging areas shall be considered as part of the development site and shall be included in the Plan. The Erosion and Sediment Control Plan shall meet the requirements of Section 6.06.005 hereof.
- (e) Each application shall include a signed statement by the applicant affirming that any land clearing, grading, construction, or development involving the movement of earth shall be conducted in accordance with the Erosion and Sediment Control Plan approved with the site development or construction permit.

**Sec. 6.06.007 Review and Approval**

- (a) City Staff or City Engineer, as appropriate, will review each application for a site development or construction permit to determine its conformance with the provisions of this Article.
- (b) After receiving an application, the City shall review the application and:
  - (1) Approve the permit application; or
  - (2) Approve the permit application subject to such reasonable conditions as may be necessary to secure substantially the objectives of this Article, and issue the permit subject to these conditions; or
  - (3) Disapprove the permit application, indicating the reason(s) and procedure for submitting a revised application.

**Sec. 6.06.008 Duties and Responsibilities**

(a) Duties of the City Manager

The City Manager or his/her designee is hereby appointed to administer and implement this Article. The duties of the City Manager or his/her designee shall include, but not be limited to:

- (1) Inspecting sites to determine compliance with this Article;
- (2) Determining if sureties shall be exercised. If so, the City Manager shall arrange for the work to be done, and if not, the City Manager shall return the sureties to the applicant; and
- (3) Determining if a "stop work order" shall be issued and, if so, when the "stop work order" shall be removed from the project or construction, and work allowed to commence or recommence.

(b) Responsibilities of Owners

The owner, builder, developer, tenant, or any other person, firm, or corporation who owns, possesses, is in custody of, or exercises control of, property shall be responsible for any silt, mud, or sands transported from the property by drainage. The intent of this Article is that owners, builders, and developers make provisions for preventing erosion and sedimentation problems at such time as their property is proposed for development, use, or modification, and to continue such preventive measures during the actual construction and development of the property. Additionally, all persons, firms, or corporations who, after construction and development, own, possess, are in custody of, or exercise control of, the property are responsible for preventing the erosion and sedimentation problems addressed by this Article.

**Sec. 6.06.009      Inspection**

The City is responsible for the inspection and enforcement of all land disturbing activities, including those sites requiring an erosion and sediment control plan as specified by this Article. This enforcement authority may be delegated to TCEQ (Texas Commission on Environmental Quality) through a request by the TCEQ or required as a condition of a NDPEs municipal separate storm sewer system permit. This section applies to the City, TCEQ or, Travis County, if delegated the enforcement authority.

(a) Inspection Frequency and Reports

- (1) The owner/developer shall maintain a copy of the approved erosion and sediment control plan on site.
- (2) Every active site having a designed erosion and sediment control plan should be inspected for compliance with the plan on average once every two (2) weeks or after a rainfall of one (1) inch or more.
- (3) A written report shall be prepared by the inspection agency after every inspection. The report shall describe:
  - (A) The date and location of the site inspection;
  - (B) Whether the approved plan has been properly implemented and maintained;
  - (C) Practice deficiencies or erosion and sediment control plan deficiencies;
  - (D) If a violation exist, the type of enforcement action taken; and

- (E) If applicable, a description of any modifications to the plan.
- (4) The inspection agency shall notify the on-site personnel or the owner/developer in writing when violations are observed, describing:
  - (A) The nature of the violation;
  - (B) The required corrective action; and
  - (C) The time period in which to have the violation corrected.
- (b) Right of Entry
  - (1) Pursuant to Texas Water Code Section 26.171, City officials, employees, agents, and representatives are entitled to enter and inspect the premises of any person to determine whether or not:
    - (A) The quality of the water meets the state water quality standards adopted by the TCEQ;
    - (B) Persons discharging effluent into the public water located in the areas in which the City has jurisdiction have obtained permits for discharge of the effluent; and
    - (C) Persons who have permits are making discharges in compliance with the requirements of the permits.
  - (2) Pursuant to Texas Water Code Section 26.173, City officials, employees, agents, and representatives are entitled to enter any public or private property within the City's territorial jurisdiction to make inspections and investigations of conditions relating to water quality. In exercising this power, City officials, employees, agents, and representatives are subject to the same provisions and restrictions set forth in Texas Water Code Section 26.014 with respect to the TCEQ.
  - (3) City officials, employees, agents, representatives and contractors are entitled to enter public or private property at any reasonable time to investigate or monitor, or if the person responsible is not responsive or there is an immediate danger to public health or the environment, to remove or remediate a condition related to the quality of water in the state.
  - (4) City officials, employees, agents, representatives and contractors who enter private property must:
    - (A) Observe the property's rules and regulations concerning safety, internal security, and fire protection; and
    - (B) If the property has management in residence, notify management in person or the person then in charge in that person's presence and exhibit proper credentials.
  - (5) City officials, employees, agents, representatives, and contractors are entitled to enter and inspect premises as often as may be necessary to determine compliance with this Article. If a responsible person has security measures in force which require proper identification and clearance before entry into its premises, the responsible person shall make the necessary arrangements to allow access to City officials, employees, agents, representatives, and contractors.



(6) Responsible persons must allow City officials, employees, agents, representatives, and contractors ready access to all parts of the premises for the purposes of inspection, sampling, examination and copying of records that must be kept under the conditions of a TPDES permit to discharge storm water, and the performance of any additional duties as defined by state and federal law.

(7) If the premises are occupied, the City official, employee, agent, representative or contractor shall present credentials and request entry. If the premises are unoccupied, the City official, employee, agent, representative or contractor shall attempt to contact a responsible person and request entry before entering.

(8) At the written or oral request of the responsible person of a facility or vessel to be inspected or sampled, any temporary or permanent obstruction to safe and easy access to the facility or vessel to be inspected or sampled must be promptly removed by the responsible person at the written or oral request of a City official, employee, agent, representative, or contractor and must not be replaced.

(9) A delay of thirty (30) minutes or more in allowing a City official, employee, agent, representative, or contractor access to a permitted facility is a violation of a storm water discharge permit and of this Article. A person who is the owner or operator of a facility with a TPDES permit to discharge storm water associated with industrial activity violates this Article if the person denies City officials, employees, agents, representatives and contractors reasonable access to the permitted facility for the purpose of conducting any activity authorized or required by this Article.

(10) If a City official, employee, agent, representative, or contractor has been refused access to any part of the premises from which storm water is discharged, and is able to demonstrate probable cause to believe that there may be a violation of this Article, or that there is a need to inspect or sample as part of a routine inspection and sampling program designed to verify compliance with this Article or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the City official, employee, agent, representative, or contractor may seek issuance of a search warrant from any court of competent jurisdiction.

(c) Complaints

The City shall accept and investigate complaints regarding erosion and sediment control concerns from any interested parties and:

- (1) Conduct an initial investigation within three (3) working days from receipt of the complaint;
- (2) Notify the complainant of the initial investigation and findings within seven (7) days from receipt of the complaint; and
- (3) Take appropriate action when violations are discovered during the course of the complaint investigation.

**Sec. 6.06.010 Notice Provisions**

It shall be the duty of the appointed City Manager or his designee to give forty-eight (48) hours notice, in writing, to the owner or agent in charge of any premises believed to be in violation of this Article, to correct the public erosion nuisance and to clean up and remove the offending and burdensome sedimentation. A notice of less than forty-eight (48) hours may be given in the event that the City Manager decides, in his/her judgment, that the situation believed to be in violation of this Article poses a substantial and immediate threat to public health, safety, and welfare.

**Sec. 6.06.011 Stop Work Orders**

All development, improvement, and construction on any land which is in violation of the provisions of this Article may be halted and stopped by order of the City Manager. No stop work order may be issued until the notice provisions of this Article are fully complied with by the City and the owner or agent of the premises is given reasonable time period to correct the public erosion nuisance and to clean up and remove the offending and burdensome sedimentation.

**Sec. 6.06.012 Violation; Penalties; Enforcement**

(a) A person commits an offense if the person violates any provision or fails to comply with any of the requirements of this Article.

(b) Any person who violates any of the provisions of this Article shall be fined no more than One Thousand Dollars (\$1,000.00) for each violation of this Article. Each day that a violation is allowed to exist shall constitute a separate offense.

(c) The City Attorney is authorized to commence an action for appropriate legal or equitable relief in a court of competent jurisdiction. Such relief may include:

- (1) An injunction to prevent a violation of this Article;
- (2) Recovery for damages to the storm drainage system resulting from a violation of this Article;
- (3) Recovery for expenses incurred by the City in responding to a violation of this Article;
- (4) A civil fine of up to one thousand dollars (\$1,000.00) per day for a violation of this Article;
- (5) All other damages, costs and remedies to which the City may be entitled.

(d) The remedies listed in this Article are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the City to seek cumulative remedies.

**Sec. 6.06.013 Violations Deemed A Public Nuisance**

In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Article is a threat to public health, safety and welfare, and is declared and deemed a nuisance.



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 15, 2017

PREPARED BY: Frank T. Phelan, P.E.

DEPARTMENT: City Engineer

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion and possible action on adopting the Revised Implementation Plan (I-Plan) for One Total Maximum Daily Load (TMDL) for Bacteria in Gilleland Creek.

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### BACKGROUND/SUMMARY:

The City of Manor, now classified as a Small MS4 (Municipal Separate Storm Sewer System,) is required to have a Storm Water Management Plan (SWMP) that includes provisions consistent with the One TMDL and the attendant I-Plan. Adoption of the revised I-Plan ensures that the City's policies and activities relative to stormwater Best Management Practices will be consistent across all programs.

PRESENTATION: ☒ YES ☐ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Revised Implementation Plan (I-Plan) for One Total Maximum Daily Load (TMDL) for Bacteria in Gilleland Creek.

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council adopt the proposed I-Plan for One Total Maximum Daily Load (TMDL) for Bacteria in Gilleland Creek.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☒ NONE



Submitted November 3, 2017 (Expected)

# Revised Implementation Plan for One Total Maximum Daily Load for Bacteria in Gilleland Creek

Segment 1428C

Assessment Units 1428C\_01, 1428C\_02,  
1428\_03 and 1428C\_04

PREPARED BY THE GILLELAND CREEK IMPLEMENTATION PLAN  
REVISION STAKEHOLDER GROUP

With support from Center For Public Policy Dispute Resolution (University of  
Texas) and the TMDL Team, Water Quality Planning Division, Office of Water

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TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Prepared by the Gilleland Creek Implementation Plan Revision  
Stakeholder Group

With support from  
University of Texas Center for Public Policy Dispute Resolution  
and

TMDL Team, Water Quality Planning Division, Office of Water  
Texas Commission on Environmental Quality

Distributed by the  
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TMDL implementation plans are also available on the TCEQ website at  
<[www.tceq.texas.gov/waterquality/tmdl/](http://www.tceq.texas.gov/waterquality/tmdl/)>

In compliance with the Americans with Disabilities Act,  
this document may be requested in alternate formats  
by contacting the TCEQ at  
512/239-0028, Fax 239-4488, or 1-800-RELAY-TX (TDD),  
or by writing  
P.O. Box 13087, Austin, TX 78711-3087.

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# Abbreviations

BMP	best management practice
cfu	colony-forming units
CRWN	Colorado River Watch Network
<i>E. coli</i>	<i>Escherichia coli</i> (also referred to as fecal bacteria, or fecal contamination)
EII	Environmental Integrity Index
EPA	U.S. Environmental Protection Agency
I-Plan	implementation plan
LCRA	Lower Colorado River Authority
mL	milliliter
MPN	most probable number
MS4	municipal separate storm sewer system
NRCS	Natural Resources Conservation Service
OSSF	on-site sewage facility
SSO	sanitary sewer overflow
SWMP	stormwater management plan
TAC	Texas Administrative Code
TCEQ	Texas Commission on Environmental Quality
TMDL	total maximum daily load
TPDES	Texas Pollutant Discharge Elimination System
TSSWCB	Texas State Soil and Water Conservation Board
TV	closed-circuit television
USDA	United States Department of Agriculture
WWTF	wastewater treatment facility





# Revised Implementation Plan for One TMDL for Bacteria in Gilleland Creek

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## Executive Summary

Gilleland Creek runs through the cities of Pflugerville, Round Rock, Manor and Austin in eastern Travis County. In 2004, the creek was identified as impaired due to concentrations of *Escherichia Coli* (*E. coli*) fecal bacteria that exceeded the Texas Surface Water Quality Standards for contact recreation. On August 8, 2007, the Texas Commission on Environmental Quality (TCEQ) adopted *One Total Maximum Daily Load (TMDL) for Bacteria in Gilleland Creek* (Segment 1428C) to address the bacteriological impairment and the U.S. Environmental Protection Agency (EPA) approved the TMDL on April 21, 2009. Primarily, the TMDL established the maximum amount of bacteria the creek could accept and still meet the state's standards. The second part of the TMDL process is an Implementation Plan (I-Plan) that describes the strategy and activities the TCEQ and watershed stakeholders will implement to improve water quality in the affected watershed.

This revised I-Plan, which updates the original plan developed by the stakeholders and approved by the TCEQ in 2011,<sup>1</sup> is based on the TMDL and its subsequent revisions, which are documented in updates to the state's Water Quality Management Plan. The TMDL identified potential regulated and unregulated sources of *E. coli*. Regulated dischargers in the Gilleland Creek watershed include domestic wastewater treatment facilities (WWTFs), industrial facilities, municipal solid waste facilities, and regulated stormwater dischargers. Potential unregulated *E. coli* sources identified in the TMDL include malfunctioning on-site sewage facilities (OSSFs), agricultural practices, development, and pet, wildlife, and unmanaged animal waste.

The goal of this revised I-Plan is the continued reduction of bacteria concentrations in Gilleland Creek to levels that meet the contact recreation criterion defined in the Texas Surface Water Quality Standards. The stakeholders in the watershed implement the I-Plan through voluntary management measures and/or mandatory, regulatory control actions. This plan documents the stakeholder-developed management measures and control actions that are being employed to mitigate bacteria contributions. The management measures and control actions are being implemented by the

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<sup>1</sup> *Implementation Plan for One Total Maximum Daily Load for Bacteria in Gilleland Creek: Segment 1428C*, approved by TCEQ February 9, 2011.

stakeholders under an adaptive management approach that assesses the efficiency and effectiveness of the actions and allows for changing conditions.

Regulated entities in the watershed include the City of Austin, classified as a large (Phase 1) Municipal Separate Storm Sewer System (MS4) and the five entities of the City of Manor, City of Pflugerville, City of Round Rock, Texas Department of Transportation, and Travis County, classified as small (Phase 2) MS4s. The cities of Austin and Pflugerville, as well as the Windermere Utility Company, operate regulated WWTFs within the watershed.

These stakeholder regulated entities are distinguished via their respective permit requirements. Current draft revisions to the Texas Pollutant Discharge Elimination System (TPDES) General Permit for the small MS4 entities will require compulsory implementation of specified best management practices (BMPs) for the pollutant of concern (bacteria). These BMPs are identified in the respective small MS4 permittees' Storm Water Management Plans. For the purposes of this revised I-Plan, the compulsory BMPs for the small MS4s are effectively control actions for the regulated entities.

Included in this revised I-Plan is a summary of the TMDL, details of the plan's implementation and progress, and a summary of the implementation strategy. Management measure and control action discussions provide detailed information on the practices, targets, implementation, sustainability, and measurable progress for each activity. Regulated stakeholders will report their progress each April, to be posted to the TCEQ's website for the I-Plan. Each May, stakeholders will meet to assess progress and adjust implementation strategies to better effect the goal of improving water quality.

## Introduction

In November 2016, with five years of implementation under their belts, the stakeholders determined to update their I-Plan, using an adaptive management approach to make revisions based on the state of science, what they know about the effectiveness of current management measures, and best management practices. Stakeholders formed a planning team to help guide the process. The stakeholder group was open to all “individuals or representatives of organizations who are (1) in the Gilleland Creek watershed, (2) who may be affected by or may affect water quality in the watershed, or (3) who can develop or implement actions to reduce water quality problems in the watershed.”<sup>2</sup> The group agreed that a smaller subset of those individuals and representatives of entities who would be responsible for implementation of management measures

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<sup>2</sup> Meeting Guidelines, Gilleland Creek Implementation Plan Revision Stakeholder Group, approved May 15, 2017.

and control actions would serve as a decision-making group,<sup>3</sup> with the goal of making decisions by consensus.

Stakeholders agreed to work toward the goal of assuring the I-Plan:

- Allows Gilleland Creek to meet contact recreations standards; and
- Manages the entire Gilleland Creek watershed through cooperation among jurisdictions and citizens, and by tailoring solutions to each entity's unique needs.

Participants noted that although the TMDL goal is meeting the water quality standard minus five percent, the I-Plan goal is to actually meet the standard.

The entire stakeholder group met six times, beginning November 2016, to review the most current data about water quality and development in the watershed, to understand the intersection of the stormwater permitting process with the I-Plan process, and to review best management practices. The decision-making entities designated under the group's operational guidelines met via conference call one additional time to coordinate decisions on the final plan draft and process for completion, and coordinated the text and approval of the final plan electronically.

This revised plan reflects the management measures and control actions that the decision-making entities have identified for implementation to meet the goals for the Gilleland Creek I-Plan. One key for holders of Phase 2 MS4 permits was to assure that the revised I-Plan was flexible enough to reflect changes in the actions required under their MS4 permits, but not to impose additional voluntary actions that might then become mandatory under their MS4 permits. Throughout the process, the stakeholders wrestled with the issue of how best to involve the public, both in developing the I-Plan revisions as well as in actions to improve the water quality in Gilleland Creek.

The group agreed to provide annual reporting about the plan's implementation each April, followed by an annual meeting in May to assess progress and make any needed changes in implementation or management measures and control actions.

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<sup>3</sup> The following entities are represented on the decision-making group: Cities of Austin, Manor, Pflugerville, and Round Rock; Lower Colorado River Authority; Texas Department of Transportation; Travis County; and Windermere Utility Company.

# TMDL Summary

Detailed information about Gilleland Creek (Segment 1428C) and the fecal bacteria impairment can be found in the TMDL ([TCEQ 2007](#)) and the initial Gilleland Creek I-Plan ([TCEQ 2011](#)). Gilleland Creek is approximately 31 miles long, with a watershed area of 76 square miles located in eastern Travis County (Figure 1). The Gilleland Creek watershed includes portions of the full-purpose jurisdictions of the cities of Austin, Manor, Pflugerville, and Round Rock.

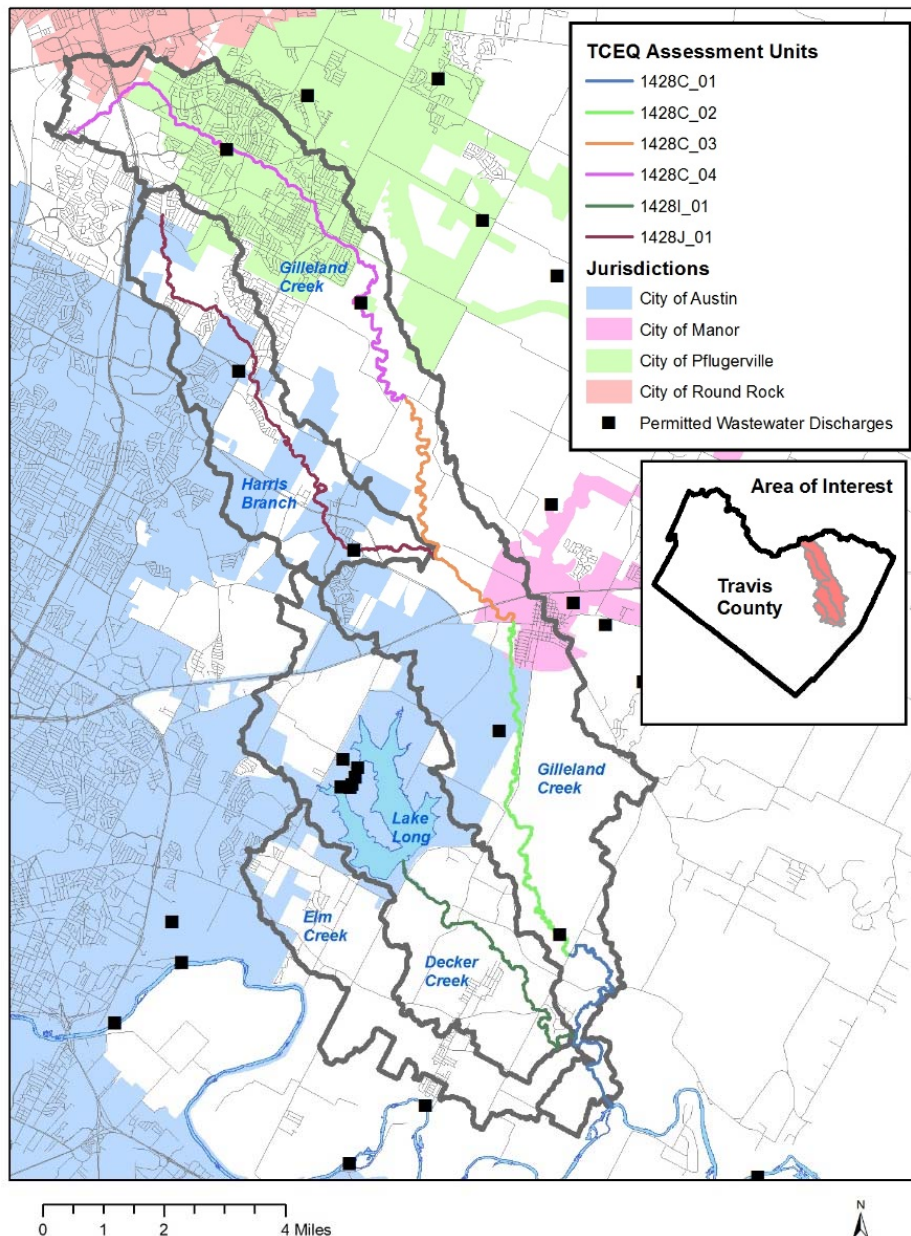
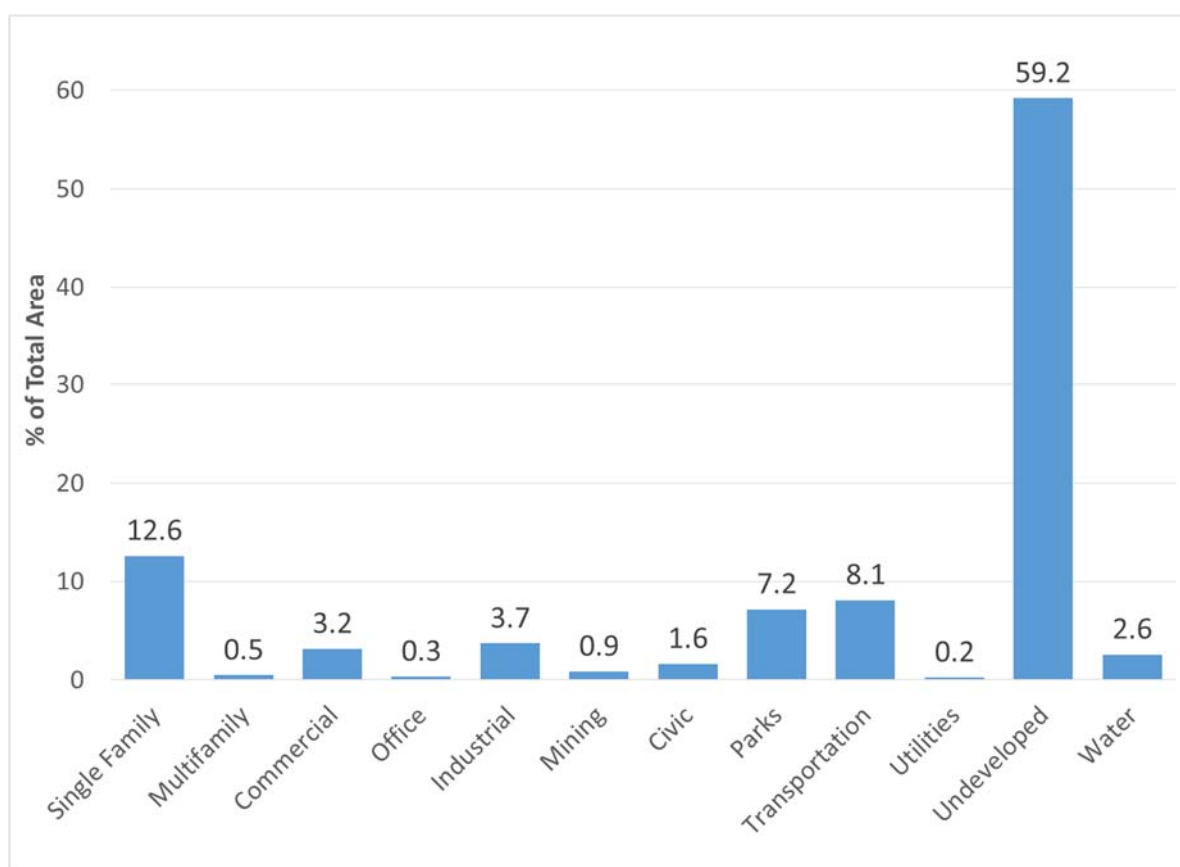


Figure 1. Map of Gilleland Creek within Travis County, Texas

While the majority of the Gilleland Creek watershed remains undeveloped or agricultural (Figure 2), land cover is transitioning to urban uses over time with increasing population. The estimated total population within the watershed was 44,139 people in 2000 (TCEQ 2007) and 77,122 in 2010 (U.S. Census Bureau 2010). Population within the watershed is projected to reach 99,412 in 2025 based on City of Austin estimates. Livestock uses continue to decrease in Travis County with increasing urbanization. Estimated number of cattle in Travis County have declined from 54,000 in 2002 to 20,000 in 2017 (USDA 2017).



**Figure 2. Land use in the Gilleland Creek watershed, based on City of Austin 2006 land use information**

Source: City of Austin Geographic Information System

Gilleland Creek was first identified as not supporting the contact recreation criteria in the 2004 *Texas Water Quality Inventory and 303(d) List* (<https://www.tceq.texas.gov/waterquality/assessment/04twqi/twqi04.html>) because the geometric mean *E. coli* bacteria concentration was 240 colony-forming units (cfu) per 100 milliliters (mL) in Assessment Unit 1428C\_01, relative to the contact recreation standard of 126 cfu/100 mL. Gilleland Creek *E. coli* concentrations remain elevated above the contact recreation standards of

126 cfu/100 mL as of 2014 (Table 1). More detailed information on spatial and temporal trends in *E. coli* bacteria levels may be found in Appendix 1.

**Table 1. Gilleland Creek *E. coli* bacteria geometric means from the 2014 Texas Integrated Report for Clean Water Act Sections 303(d) and 305(b)**

Source: TCEQ 2014

Assessment Unit	Assessment Unit Description	<i>E. coli</i> geometric mean (cfu/100 mL)
1428C_01	From the Colorado River upstream to Taylor Lane	126
1428C_02	From Taylor Lane upstream to Old Highway 20	105.3
1428C_03	From Old Highway 20 to Cameron Road	203.96
1428C_04	From Cameron Road to the spring source	327.34

The most probable sources of fecal contamination within the watershed are nonpoint in origin (TCEQ 2007). Nonpoint sources of fecal contamination most likely include wildlife, domestic pets, livestock, leaking centralized wastewater collection infrastructure, and failing OSSFs.

## Implementation Progress

The following is a summary of implementation progress under the Gilleland Creek 2011 I-Plan.

### Management Measure 1 Progress

*Identify, prioritize, inspect, and bring into compliance malfunctioning OSSFs in the Gilleland Creek watershed.*

#### *City of Austin Status*

- Austin inspected 20 of 42 active OSSFs in the watershed and found 18 to be in good working order. One OSSF was properly abandoned as a result of the inspections. EPA SepticSmart Program door hangers were distributed to OSSF owners and a free homeowner training was conducted on OSSF maintenance. Austin improved its local OSSF ordinance in 2013 (<http://www.austintexas.gov/ossf>).

#### *Travis County Status*

- Travis County inspected 19 out of 59 active OSSFs within the Gilleland watershed and found all 19 to be functional and in good working condition. Outreach materials were sent via certified mail to all identified property owners in the area. The County OSSF regulations were updated by the Commissioners Court in 2014

[https://www.traviscountytx.gov/images/commissioners\\_court/Doc/courty-code/chapter-48.pdf](https://www.traviscountytx.gov/images/commissioners_court/Doc/courty-code/chapter-48.pdf).

*Lower Colorado River Authority (LCRA) Status*

- LCRA's OSSF Program does not have jurisdiction in the Gilleland Creek watershed and focuses operations within a buffer zone around the Highland Lakes. However, LCRA OSSF staff have served as an information resource by providing educational materials that can be modified for use in educating OSSF owners within the Gilleland Creek watershed on proper maintenance of their systems.

**Management Measure 2 Progress**

*Restore and preserve riparian zones to protect water quality.*

*City of Austin Status*

- Austin adopted new regulations in 2013 to protect floodplains and riparian areas from unsustainable development practices. Stream protective buffers were expanded to now begin at 64 acres of cumulative drainage area, adding protection for more than 400 miles of streams in Austin that were not previously protected (<http://www.austintexas.gov/department/watershed-protection-ordinance>).
- Austin published 30 scientific publications relating to riparian zone management during the 2011-2015 plan timeframe. These and other reports are available online at [http://www.austintexas.gov/watershed\\_protection/publications/default.cfm](http://www.austintexas.gov/watershed_protection/publications/default.cfm), and via the City of Austin riparian blog at <http://www.austintexas.gov/creekside>.

*Texas State Soil and Water Conservation Board Status*

- The Texas State Soil and Water Conservation Board (TSSWCB) has partnered with the Texas Water Resources Institute, Texas Riparian Association, Texas A&M Forest Service, Texas Parks and Wildlife Department, U.S. Department of Agriculture (USDA), Natural Resources Conservation Service (NRCS) and many other partners to provide and deliver educational programs about the nature and function of riparian zones and vegetation, their benefits, local technical resources, and BMPs for protecting them.
- On April 18, 2017, a Riparian and Stream Ecosystem workshop was held in the watershed, reaching 48 people. The training, including a field tour of local riparian areas, focused on water quality issues relating to Gilleland Creek, including riparian vegetation ratings, how to photo monitor, and local resources for landowners.

### *Travis County Status*

- Travis County adopted code regulations in 2012 that created buffer zones to protect waterways from unsustainable development practices. Stream protection buffers zones begin at 64 acres of drainage area and vary in length from 100 to 300 feet. Drainage areas are calculated as cumulative. To date, Travis County has protected over 4,000 feet of development from occurring near Gilleland Creek.
- In addition, Travis County Parks Department has acquired 1,667 acres of riparian lands within the watershed that will serve as open spaces for the general public and be protected from future development.

### *LCRA Status*

- Over the past five years, the LCRA Creekside Conservation Program has continued to offer technical and financial assistance to private landowners implementing BMPs within the Gilleland Creek watershed. Through a unique partnership with the TSSWCB and the NRCS, the Creekside program prioritizes conservation projects within impaired water bodies in hopes of reducing soil erosion and nonpoint source pollution.
- Education and outreach within the impaired watersheds is a strong focus of the grant-funded program. On May 5, 2016, 59 participants attended an educational event hosted by LCRA in Pflugerville, Texas to promote the program and explain the benefits of BMPs.
- Although no landowners within the Gilleland Creek watershed have utilized the program yet; the LCRA plans to continue to offer and prioritize the program within the watershed.

### **Management Measure 3 Progress**

*Determine the effectiveness of retrofitting existing stormwater detention basins to perform as water quality facilities to reduce bacteria concentrations.*

#### *Center for Research in Water Resources and City of Pflugerville Status*

- The final report titled *Retrofit of an Existing Flood Control Facility to Improve Pollutant Removal* (Gilpin & Barrett 2014) determined that the retrofitted stormwater detention basin to a water quality facility showed no significant reduction in *E. coli* or total phosphorus concentrations between the inlet and outlet of the test basin. However, the water quality facility proved effective in reducing other present stormwater pollutants such as Total Kjeldahl Nitrogen, nitrate+nitrite, and total suspended solids. The City of Pflugerville opted not to continue with funding the ongoing operational costs of the retrofit since it was not an effective solution in reducing bacteria concentrations to a level that would meet the contact recreational criterion defined in the Texas Surface Water Quality Standards.



#### **Management Measure 4 Progress**

*Partners coordinate to develop a general campaign to raise public awareness of unregulated contributions of bacteria pollution, specifically pet waste.*

##### *City of Austin status*

- Austin continues the Scoop the Poop education campaign, a robust regional pet waste management public outreach effort. In 2016, the City of Austin estimates that more than 3,126,000 pounds/annually of pet waste have potentially been diverted from streams and lakes in Austin as a result of the Scoop the Poop program:  
<http://www.austintexas.gov/departments/scoop-the-poop>.

##### *Travis County Status*

- Travis County has successfully handed out over 7,500 pet waste disposal bags as part of its public outreach effort to educate the public on the proper disposal of pet waste. The bags are provided along the walking trails within the County's Northeast Metropolitan Park, which is located along the banks of Gilleland creek in the City of Pflugerville.

##### *City of Pflugerville Status*

- The City of Pflugerville continues to make efforts to reduce the amount of pet waste present in stormwater runoff. Educational brochures and pet waste bag dispensers are regularly handed out at community events and distributed at various departments throughout the city. Outreach is also conducted multiple times a year through social media. Furthermore, as more parks and trail land are acquired or built, the City continues to do its best to install and provide maintenance of signage/ pet waste collection bag dispensers.

##### *City of Round Rock Status*

- The City of Round Rock installed 68 pet waste stations throughout city parks and conducted public education through utility bill newsletters, social media, and its webpage.

#### **Management Measure 5 Progress**

*Develop and adopt equivalent water-quality ordinances between government jurisdictions.*

##### *City of Austin/Travis County Status*

- In 2014, Travis County Commissioners approved amendments to Title 30 of the City of Austin Land Development Code relating to Joint Travis County/City of Austin Subdivision Regulations to implement the City of Austin Watershed Protection Ordinance (see Management Measure 2 Progress). One of the principal effects of these amendments was to expand setbacks for new development around waterways to protect riparian areas, including those within the Gilleland Creek watershed.

### *City of Pflugerville Status*

- Due to some funding issues and development concerns, the City of Pflugerville has chosen not to adopt any water quality ordinances at this time. However, the City does not prohibit any proposed water quality efforts initiated by developers and continues to maintain compliance with its regulatory obligations outlined in the TPDES Phase II MS4 permit. As the City continues to grow, it will evaluate the feasibility of future water quality initiatives. Just recently, for example, the City Council adopted the Strategic Plan for 2016-2017, directing City staff members to introduce concepts of a Drainage Master Plan and possible funding mechanisms including a Drainage Utility Fee. A Drainage Master Plan and associated fee could potentially create new funding for further watershed analysis and research that could enable the City to better understand potential repercussions of implementing water quality ordinances. However, any such ordinances will likely better serve the Wilbarger Creek and Cottonwood Creek watersheds, as the areas within the Gilleland Creek watershed are mostly developed at this point.

### *City of Round Rock Status*

- City of Round Rock has limited jurisdictional area within the Gilleland watershed and an even smaller area abutting or adjacent to any waterways. Almost all of Round Rock's Gilleland watershed is already in a developed condition. The remaining undeveloped tract setbacks will be regulated through floodplain and zoning regulations that consider the fully-developed 100-year floodplain. To facilitate these efforts, the City of Round Rock hired the Federal Emergency Management Agency contractor to create fully-developed 100-year floodplains along Gilleland Creek during the recent Federal Emergency Management Agency map revisions.

## **Management Measure 6 Progress**

*Conduct annual visual inspection of wastewater collection systems within 100 feet from the centerline of Gilleland Creek and its tributaries.*

### *City of Austin Status*

- Austin inspected approximately 6.64 miles of wastewater collection system components within 100 feet of Gilleland Creek and its tributaries, and no failures were identified.

### *Windermere Utility Company Status*

- Windermere Utility conducts an annual inspection of the wastewater collection systems within 100 feet of Gilleland Creek and its tributaries. During 2015 one failure was identified and repaired. No other failures have been identified.

### *City of Pflugerville Status*

- The City of Pflugerville continues to conduct yearly visual inspections of the wastewater collection system within 100 feet of Gilleland Creek and its tributaries via smoke testing and running cameras. The City makes repairs as needed and reinforces the lines and manholes as technology changes.

### *City of Round Rock Status*

- The City of Round Rock inspected all of its wastewater lines in the Gilleland Creek watershed. One point repair was completed in 2017 to a small area of damage made during potholing by another utility company. No other problems or defects were found.

## **Control Action 1 Progress**

*Monitor and report E. coli concentrations from WWTF effluent.*

### *City of Austin Status*

- As of 2017, the City of Austin operates four WWTFs discharging within the Gilleland Creek watershed. Operational improvements were made during the 2011-2016 I-Plan period as a result of fecal bacteria effluent monitoring results. The Harris Branch WWTF (WQ0013318-001) flows were diverted to the Wild Horse Ranch WWTF (WQ0010543-013) on June 26, 2017. The Whisper Valley WWTF, also known as the Taylor Lane WWTF (WQ0010543-014), is under construction, and construction is anticipated to be completed in fall 2017.

### *Windermere Utility Company Status*

- Windermere Utility currently operates one WWTF that discharges directly into Gilleland Creek. The fecal bacteria in these WWTF flows are monitored and reported according to the TPDES permit requirements.

### *City of Pflugerville Status*

- The Upper Gilleland Creek WWTF remains in operation and compliance with the TPDES Multi-Sector General Permit (MSGP) (TXR05BN19), and Wastewater permit (WQ0011845002). The facility discharges up to 5.3 million gallons per day directly into Gilleland Creek. It uses chlorination/dechlorination as its primary disinfection method. The City is currently in the planning process of making major improvements to the facility in order to increase capacity and implement more modern technologies for wastewater treatment.

# Implementation Strategy Summary

This revised I-Plan documents 12 management measures and two control actions to reduce bacteria loads. Management measures are voluntary activities, such as restoring and improving riparian buffer zones. Management measures were selected by the entities taking responsibility for their implementation. Control actions are regulatory activities, such as monitoring *E. coli* bacterial concentrations in WWTF effluent. The control actions in the plan fall into two regulatory groups: (1) those activities of small MS4 entities under a TPDES general permit; and (2) wastewater treatment facility monitoring and reporting under individual TPDES permits.

## Adaptive Implementation

This revised I-Plan will be implemented using adaptive management, wherein measures are periodically assessed for efficiency and effectiveness. The iterative process to evaluate and adjust the management measures and control actions in the I-Plan will ensure continuing progress toward achieving water quality goals, and shows a commitment to improving water quality. Existing management measures may be adjusted or eliminated by the entities responsible for their implementation after assessment of progress using a schedule of implementation, interim milestones, water quality data, and changed circumstances. Control actions will be adjusted based on changes in the regulatory actions that form their basis, including additional or reduced actions needed to comply with permitting.

## Management Measures

### *1.0: Riparian Zone Restoration and Protection*

#### *1.1 Grow Zones*

#### *1.2 Protect Riparian Areas from New Development*

#### *1.3 Creekside Conservation Program*

### *2.0: Wastewater Infrastructure Maintenance*

#### *2.1 OSSF Regulation*

#### *2.2 Inspect and Repair Sewer Lines*

#### *2.3 Sanitary Sewer Overflow Response*

#### *2.4 Private Lateral Inspection*

*3.0: Domestic Pet Waste*

*3.1 Citywide Scoop the Poop Campaign*

*3.2 Pet Waste Signage at Parks*

*4.0: Stormwater Treatment*

*4.1 New Stormwater Controls on Public Lands*

*4.2 Inspect Existing City-Owned and Commercial Stormwater Controls*

*4.3 Perform Dry Weather Screening*

## **Control Actions**

*1: Small MS4 Compliance with Stormwater Management Plan (SWMP) Requirements*

*2: Monitor and Report E. coli Concentrations from WWTF Effluent*

## **Management Measures and Control Actions in the Revised I-Plan**

### **Management Measure 1.0: Riparian Zone Restoration and Protection**

As a result of an expanding and increasingly urbanized metropolitan area, the riparian vegetation communities of Austin-area streams continue to transform further from their natural state (Duncan et al. 2011). Riparian systems provide a suite of ecosystem services including stabilized stream banks, diverse animal assemblages, and groundwater recharge (Richardson et al. 2007) in addition to providing a range of water quality benefits to streams (Mayer et al. 2005, Meyer et al. 2007), including reduction of bacteria concentrations through stormwater filtration, dilution, and reduction of suspended sediments (Casteel et al. 2005, Lee et al. 2003, Meals 2001, Young et al. 1980).

Through decades of urban development with limited protective setbacks from riparian areas and inappropriate maintenance practices, riparian buffers on public and private lands have been severely degraded throughout the entire region. In Austin, increased urbanization represented by the percent impervious cover within the watershed is related to changes in hydrology resulting in shifts in vegetation composition (Sung et al. 2011), and impervious cover within riparian zones has been directly related to bacteria concentrations in streams (Porrás et al. 2013).

The more degraded an ecosystem, the more fundamentally altered the basic services will become (Hobbs and Cramer 2008). The reduction or elimination of activities causing the degradation or prevention of natural recovery may be all that is necessary to restore riparian function and improve water quality (Kauffman et al. 1997, Richardson et al. 2007), although more active restoration efforts may be necessary to restore ecological function when environmental disturbance is extreme (Hobbs and Prach 2008).

Natural riparian buffer areas have been shown to reduce instream *E. coli* bacteria concentrations when stormwater runoff is diverted through buffers prior to discharge into the receiving water (Casteel et al. 2005). Vegetative filter strips have been demonstrated to reduce fecal coliform bacteria by 69 percent in feedlot runoff (Young et al. 1980). Stream bank restoration, livestock exclusion, and riparian restoration were demonstrated to reduce *E. coli* bacteria concentrations in Missiquoi River tributaries in Vermont by 49 to 52 percent between treatment and control watersheds (Meals 2001). The restoration and enhancement of functional riparian buffers along Austin area streams is a primary strategy the City of Austin Watershed Protection Department is implementing through a combination of targeted restoration and regulatory actions to reduce *E. coli* bacteria concentrations citywide.

### 1.1 Grow Zones

There are 11 City of Austin parks within the Gilleland Creek watershed. As part of this revised I-Plan, the City of Austin will evaluate the feasibility of increasing the number of parks in the Gilleland Creek watershed with “Grow Zones” riparian restoration projects. The purpose of the Grow Zone program is to restore riparian zone function along stream corridors in parks that have historically been degraded due to maintenance practices, like mowing, and overuse by park users ([www.austintexas.gov/blog/grow-zones](http://www.austintexas.gov/blog/grow-zones)).

For Grow Zone project areas, the City of Austin has established buffer areas along both banks of a creek, for which passive plant growth is allowed without regular mowing. Grow Zones are typically 25 feet in width to allow for compatibility with other park uses in a limited space, although fully functional riparian zones may need to be 300 feet in width or wider (Duncan et al. 2012). Change over time is monitored by City of Austin staff (Richter and Duncan 2012), and adaptive management is applied when necessary, including coordination of periodic trash removal, invasive vegetation management, or native vegetative planting. Educational signage is installed to demarcate efforts and inform the public that the initial growth stages are intentional modifications in park land management by the City of Austin.

This management measure will be implemented by the City of Austin Watershed Protection Department in collaboration with the City of Austin Parks and Recreation Department. Through this strategy, the City of Austin will evaluate adding new Grow Zones in parks within the Gilleland Creek watershed over the

five-year time frame of this revised I-Plan. The primary action this strategy uses to reduce fecal bacteria loads to streams is to enhance the density, diversity, and health of riparian vegetation and soil by reducing destructive maintenance, managing vegetation succession, and enhancing soil carbon and nutrient dynamics (Duncan et al. 2011; Duncan 2012; Richter and Duncan 2012; Wagner 2013; Williams et al. 2013).

This effort is primarily managed by the City of Austin, but also utilizes a range of local and regional stakeholders including neighborhood associations, adopt-a-park groups, adopt-a-creek groups, the Austin Parks Foundation, Keep Austin Beautiful, Tree Folks, and others. These groups assist with tree planting, invasive species control, litter pick-up, and educational efforts, which are all critical to both water quality improvement and public acceptance of the change in maintenance practices. The Grow Zone program has the ability to reduce any source of fecal bacteria in park areas including fecal bacteria from pet waste, wastewater, human waste, and wildlife, as long as stormwater is directed through the vegetated buffer areas. The Grow Zone program approach is very efficient as it is primarily a passive, managed succession strategy that requires little maintenance or inputs, and reduces mowing and staff time relative to historic active maintenance practices.

## Revised Implementation Plan for One TMDL for Gilleland Creek

**Table 2. Management Measure 1.1 – Grow Zones**

(1) Management Measure	Implement Grow Zones in parks where feasible.
(2) Best Management Practice	Enhance riparian area plant abundance and diversity to improve stormwater infiltration and removal of fecal contamination.
(3) Area of Emphasis	Eleven City of Austin parks within the affected watershed and its tributaries.
(4) Education Target	Individual neighborhood groups, park users, and residents in proximity to new Grow Zone initiative parks may receive direct outreach. In addition, citywide educational efforts including website and pamphlet distribution at area garden stores on benefits and appropriate management of riparian zones will be maintained.
(5) Schedule of Implementation	Evaluate feasibility and develop schedule of implementation (if feasible) in Year 1. Implement Grow Zones in Years 2-5 as feasible.
(6) Interim, Measurable Milestones	Percent of feasible Grow Zones implemented.
(7) Progress Indicators	Reduction in <i>E. coli</i> concentrations in the affected watershed. Increased riparian zone plant abundance and diversity to improve stormwater infiltration and removal of fecal contamination.
(8) Monitoring Component	Water quality monitoring will continue in the affected watershed through the Texas Clean Rivers Program (Austin, LCRA, TCEQ). City of Austin Watershed Protection Department staff will perform annual inspections of Grow Zone areas. City of Austin Parks and Recreation Department staff will report problems to Watershed Protection during regular maintenance visits.
(9) Responsible Organizations	City of Austin Watershed Protection Department and City of Austin Parks and Recreation Department.



## 1.2 Protect Riparian Areas from New Development

The City of Austin is a home-rule city that derives its land use control and development authority from the Texas Constitution as articulated in the City of Austin Charter. The City of Austin protects water quality through the Land Development Code which governs zoning, subdivision, and the construction process. City of Austin water quality ordinances have evolved over time (<http://www.austintexas.gov/page/watershed-protection-ordinance>).

In 2013, the City of Austin adopted phase 1 of a new watershed protection ordinance that will improve creek and floodplain protection, including critical headwater areas, to protect water quality and reduce erosion, flooding, and long-range infrastructure maintenance costs (<http://www.austintexas.gov/department/watershed-protection-ordinance>). The new watershed protection ordinance seeks not only to encourage land development patterns that provide improved preservation of floodplains and creeks, but also simplifies development regulations where possible to minimize the impact of changes on the ability to develop private land.

The Watershed Protection Ordinance now protects stream buffers in smaller headwater streams. Under previous city code, a 320-acre minimum drainage area was required before protections were in place. The current code protects drainage areas of 64 acres or more. The 2013 ordinance effectively protects riparian buffer areas along streams from modification by future development, reducing an increase in future fecal bacteria loading. In Austin, commercial and residential areas have higher measured stormwater runoff concentrations of *E. coli* (with 24,111 most probable number (MPN)/100 mL for commercial; 38,592 MPN/100mL for residential) than undeveloped land (with 9,291 MPN/100 mL).<sup>4</sup> Functional riparian buffers are assumed to have a 49 percent removal efficiency for *E. coli* bacteria from stormwater runoff (Meals 2001). The 2013 ordinance primarily affects new subdivision development. As part of this revised I-Plan, the City of Austin will continue to implement phase 1 of the Watershed Protection Ordinance and the amount of riparian buffer protected from new development will be tracked and reported annually as a measurable milestone of this revised I-Plan.

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<sup>4</sup> MPN is a method used to estimate the concentration of viable microorganisms in a sample.

## Revised Implementation Plan for One TMDL for Gilleland Creek

**Table 3. Management Measure 1.2 - Protect Riparian Areas from New Development**

(1) Management Measure	Protect riparian areas from new development.
(2) Best Management Practice	Protect existing riparian area plant abundance and diversity from new development by establishing buffers to maintain existing stormwater infiltration and removal of fecal contamination.
(3) Area of Emphasis	Subdivision and commercial development near riparian areas within the City of Austin full purpose and extra-territorial jurisdiction.
(4) Education Target	Continue citywide education about benefits of functional riparian zone.
(5) Schedule of Implementation	Implemented through the City of Austin site development permit application review process as new development occurs.
(6) Interim, Measurable Milestones	Linear feet of protected riparian zone buffer
(7) Progress Indicators	Reduction in <i>E. coli</i> concentrations in the affected watershed. Maintenance of existing riparian zone plant abundance and diversity to improve stormwater infiltration and removal of fecal contamination.
(8) Monitoring Component	Water quality monitoring will continue in the affected watershed through the Texas Clean Rivers Program (Austin, LCRA, TCEQ). City of Austin site development permit records will be tracked through existing processes.
(9) Responsible Organizations	City of Austin Watershed Protection Department and City of Austin Development Services Department.

### **1.3 Creekside Conservation Program**

Since 1990, the LCRA's Creekside Conservation Program has promoted the reduction of soil erosion and nonpoint source pollution by offering a cost sharing incentive to private landowners within the lower Colorado River watershed. The program offers both technical and financial assistance to implement BMPs and place private property under conservation management plans.

Conservation plans are developed by the NRCS in collaboration with local soil and water conservation districts and encompass the entire land unit to address soil and water conservation concerns. All BMPs implemented through the conservation plans are subject to NRCS technical standards and include, but are not limited to, cross fencing, slope stabilization, vegetative buffers, range seeding, alternative water source development, and rotational grazing of livestock. Participants may be reimbursed up to 50 percent of their pre-approved project cost, and are eligible to receive a maximum cost-share amount up to \$20,000. While not required for participation in the Creekside Program, landowners are encouraged to obtain a Water Quality Management Plan certified by the TSSWCB.

The Creekside Conservation Program is currently supported by a federal Clean Water Act Section 319(h) nonpoint source grant through the TSSWCB. Since 2004, a series of grants has provided funding for LCRA to offer this assistance throughout LCRA's statutory district. Through the program, the LCRA prioritizes areas along or within the watershed of impaired water bodies, including a specific priority area for Gilleland Creek.

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**Table 4. Management Measure 1.3 - LCRA Creekside Conservation Program**

(1) Management Measure	Implementation of the LCRA Creekside Conservation Program.
(2) Best Management Practice	BMPs implemented through the program include, but are not limited to cross fencing, brush management, range seeding, alternative water source development, and rotational grazing of livestock. Participants may be reimbursed up to 50 percent of their pre-approved project cost, and are eligible to receive a maximum cost-share amount up to \$20,000. All BMPs are subject to NRCS technical standards and guidelines.
(3) Area of Emphasis	The 11 county project region of the Lower Colorado River Basin, to specifically include the priority area of the Gilleland Creek watershed.
(4) Education Target	Private property owners within the Creekside Conservation Program's project region, including landowners within the Gilleland Creek watershed.
(5) Schedule of Implementation	Interested landowners contact the Creekside program's project coordinator or the local NRCS office to develop a conservation plan. LCRA, NRCS, and the relevant soil and water conservation districts evaluate the project and select landowners eligible for cost sharing assistance. The Conservation Plan is approved and implemented on the participating landowners' property in accordance with NRCS standards and guidelines. Once the project is completed, the landowner is reimbursed accordingly.
(6) Interim, Measurable Milestones	Tracking the number of landowner conservation plans developed; tracking the amount of cost-share assistance used to implement specific BMPs; measuring the amount of acres placed under conservation plans; calculating NPS pollutant load reduction based on completion of BMPs; and recording the number of people participating in Field Day(s).
(7) Progress Indicators	Landowners participating in the program; successful implementation of BMPs within the Gilleland Creek watershed; landowners attending educational field days; and reduction in <i>E. coli</i> concentrations in the affected watershed.
(8) Monitoring Component	Water quality monitoring will continue in the affected watershed through the Texas Clean Rivers Program (Austin, LCRA, TCEQ).
(9) Responsible Organizations	The LCRA Creekside Conservation Program's project coordinator, TSSWCB, NRCS, soil and water conservation districts, and participating landowners.

## Management Measure 2.0: Wastewater Infrastructure Maintenance

### 2.1 OSSF Regulation

The City of Austin regulates OSSFs generating less than 5,000 gallons of wastewater per day. The City of Austin is an Authorized Agent of the TCEQ and Austin Water is a Designated Representative to administer the program. The program falls primarily under the authority of the TCEQ rules contained within Texas Administrative Code (TAC), Title 30, Chapter 285 (On-Site Sewage Facilities) (30 TAC 285). Additional regulatory authority is derived from Texas Health and Safety Code, Chapter 341 (Minimum Standards of Sanitation and Health Protection Measures) and Chapter 366 (On-Site Sewage Disposal Systems). The Austin City Ordinance No. 990211-E and the Austin City Code, Chapter 15-5, adopt the current 30 TAC 285 as its local rule.

OSSF effluent may contain human pathogenic bacteria or viruses (Hagedorn 1984, Corapcioglu et al. 1997). According to EPA, properly designed, sited, and maintained OSSFs are not likely to be sources of fecal contamination to surface water and are a cost-effective long-term option for waste disposal that meet public health and water quality goals (EPA 1997). Failing or improperly managed OSSFs may pose a threat to water quality and public safety as nonpoint sources of pollution (Alhajjar et al. 1990, EPA 2005). Fecal contamination from OSSFs is of additional concern as the typical treatment mechanisms may result in inherent selection for environmental persistence of fecal bacteria (Gordon et al. 2002). Case studies in Florida have documented chronic fecal indicator bacteria levels exceeding contact recreation standards in waters impacted by failing OSSFs (Propst et al. 2011).

As part of this revised I-Plan, and consistent with current City of Austin regulations, any property owner that has a failing or substantially modified OSSF will have to properly abandon the OSSF and connect their property to a centralized wastewater collection line when one is available within 100 feet of the property. The number of cutovers to centralized wastewater collection within the Gilleland Creek watershed will be reported annually. Austin Water will continue to support Austin City Council policies, waiving wastewater capital recovery fees (approximately \$2,000 per connection) after full purpose annexation as an incentive to abandon existing OSSFs and connect to the City of Austin-owned centralized wastewater collection system as new wastewater mains become available in recently annexed areas. The City of Austin will continue to promote the 3-1-1 call system and the 512-974-2550 Environmental Hotline for reporting potential wastewater problems, so that failing OSSFs may be identified.

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**Table 5. Management Measure 2.1 - OSSF Regulation**

(1) Management Measure	Continue to require failing OSSFs located within 100 feet of City of Austin centralized wastewater collection lines to cut over and properly abandon the OSSF. Continue to support the existing policy waiving wastewater capital recovery fees for a two-year period after annexation as an incentive to abandon existing OSSFs and connect to the Austin wastewater collection system as new wastewater mains become available in recently annexed areas.
(2) Best Management Practice	Reduce fecal contamination from failing OSSFs through regulation.
(3) Area of Emphasis	OSSFs within the affected watershed and within the City of Austin full purpose jurisdiction or limited purpose jurisdiction for health and safety.
(4) Education Target	Continue to promote cutover for functioning systems to Austin wastewater collection system. Continue to promote 3-1-1 and the Environmental Hotline to report potential wastewater issues. Continue OSSF education efforts as needed.
(5) Schedule of Implementation	Implemented when opportunities arise as full purpose annexation occurs, or when an OSSF fails or does not meet Austin capacity requirements and Austin wastewater collection mains are located within 100 feet of the property.
(6) Interim, Measurable Milestones	Number of OSSFs cutovers to Austin wastewater collection system per year.
(7) Progress Indicators	Reduction in <i>E. coli</i> concentrations in the affected watershed; removal of failing or aging OSSFs.
(8) Monitoring Component	Water quality monitoring will continue in the affected watershed through the Texas Clean Rivers Program (Austin, LCRA, TCEQ). City of Austin - Austin Water OSSF permit records will be tracked through existing processes.
(9) Responsible Organization	City of Austin - Austin Water.

## 2.2 Inspect and Repair Sewer Lines

Austin Water maintains centralized wastewater collection lines and wastewater treatment plants for the City of Austin. Damage due to root penetration, corrosion, exposure of wastewater lines in creek channels from bank erosion, and aging may lead to release of raw sewage from the collection system. Leaking sanitary sewer lines may be a source of fecal contamination to receiving waters, resulting in instream bacteria concentrations in excess of contact recreation standards during non-storm conditions (Propst et al. 2011). Defective wastewater infrastructure also allows for infiltration of rainwater into the collection system, potentially compromising treatment plant operations or leading to sanitary sewer overflows (Metcalf and Eddy, Inc. 1979).

Austin Water personnel and private contractors perform closed-circuit television (TV) inspection and cleaning of the wastewater collection system piping. The inspection is part of a preventative maintenance program to minimize sanitary sewer overflows by repairing or replacing defective piping that may impact water quality or wastewater system reliability. Defects that are observed in the wastewater piping are recorded in a database and prioritized for repair.

Inspection is conducted on approximately 2.5 million feet of wastewater lines per year citywide, representing approximately 12.5 percent of the total system length. Rehabilitation projects are conducted on approximately 40,000 to 50,000 feet of wastewater lines per year citywide to prevent sanitary sewer overflows and infiltration and inflow of rainwater. Rehabilitation projects are prioritized based on overall condition and criticality of the line.

As part of this revised I-Plan, Austin Water will identify the length of wastewater lines inspected within the affected watershed, the number of problems identified and corrected with spot repairs, and the length of wastewater lines replaced or upgraded annually. This strategy will reduce the frequency of sanitary sewer overflows and reduce the probability of sewage leaking from the collection system. Infrastructure inspection not only identifies active failures resulting in loss of raw sewage to the environment, but also proactively identifies failures that have not yet occurred but are likely to occur in the future. The rate of occurrence and size of active and potential failures is highly variable over time and space, and is dependent on the age of infrastructure, pipe material, and surrounding conditions. Both active and potential infrastructure failures will be addressed by this measure. Because of the high concentration of *E. coli* in raw wastewater, with examples ranging from 0.006 billion MPN/100 mL (Sobsey et al. 1998) to 0.028 billion MPN/100 mL (Olańczuk-Neyman et al. 2001), raw wastewater can have substantial impacts on receiving water fecal bacteria concentrations.

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**Table 6. Management Measure 2.2 - Inspect and Repair Sewer Lines**

(1) Management Measure	Inspect wastewater infrastructure in the affected watershed and prioritize repairs as problems are encountered based on overall condition and criticality.
(2) Best Management Practice	Reduce fecal contamination from failing wastewater infrastructure and prevent fecal contamination by proactively maintaining wastewater infrastructure.
(3) Area of Emphasis	City of Austin wastewater service area within the affected watershed.
(4) Education Target	Continue citywide public education efforts to reduce potential for sanitary sewer overflows with campaigns like “Ban the Blob.” Continue promotion of Austin environmental hotline and 3-1-1 for citizens to report wastewater overflows.
(5) Schedule of Implementation	Consistent with existing citywide wastewater system maintenance schedule.
(6) Interim, Measurable Milestones	Number of feet of wastewater lines inspected. Number of problems encountered and repaired (spot repairs). Number of feet of wastewater mains replaced/upgraded in affected watershed.
(7) Progress Indicators	Reduction in <i>E. coli</i> concentrations in the affected watershed; repairs of failing wastewater infrastructure made.
(8) Monitoring Component	Water quality monitoring will continue in the affected watershed through the Texas Clean Rivers Program (Austin, LCRA, TCEQ). City of Austin – Austin Water system maintenance tracked through existing processes.
(9) Responsible Organization	City of Austin – Austin Water.



## **2.3 Sanitary Sewer Overflow Response**

Sanitary sewer overflows (SSOs) occur when equipment failures, blockages, breaking, or inflow and infiltration of rainwater or groundwater that overwhelms the capacity of wastewater lines cause a release of sewage from the wastewater collection system (EPA 2004). Fecal contamination of receiving waters from SSOs may contribute to fecal bacteria levels in excess of contact recreation standards (EPA 2004).

The City of Austin responds to SSOs. Austin Water personnel are on duty or on call 24 hours a day, 7 days a week, to respond to SSOs. The objective of the Austin Water response program is to arrive at the source of the wastewater emergency within one hour of receiving the call and to control the overflow as soon as possible by starting wastewater bypass pumping systems, locating and eliminating the cause of the interrupted wastewater service, and recovering or disinfecting spilled wastewater as soon as possible. Austin Water personnel have equipment and staff to control most wastewater emergencies, but may also utilize private contractors for pumping and hauling wastewater as needed.

The City of Austin Watershed Protection Department receives notification from Austin Water of all SSO events. Watershed Protection Department personnel investigate any SSO greater than 50 gallons, as well as any SSO that may affect a storm sewer or water body, to ensure impacts to receiving waters are minimized. Watershed Protection Department personnel also directly investigate citizen complaints of polluting discharges, and report to Austin Water if illicit sanitary sewer connections to the storm drain system are detected or if SSOs are observed. The City of Austin will remediate if the SSO is from a privately owned system and the private entity cannot or will not remediate. The City of Austin, through various departments, will require repairs of private wastewater infrastructure if failures are clearly documented.

As part of this revised I-Plan, the City of Austin will continue to promote the use of the 3-1-1 call system and the 24-hour 512-974-2550 environmental hotline to provide for citizen reporting of SSOs. The City of Austin will continue public education efforts to reduce the likelihood of SSOs with educational campaigns like the Ban the Blob initiative (<http://www.austintexas.gov/greaseblob>) to reduce disposal of grease into the sanitary sewers.

As part of this revised I-Plan, the City of Austin will track the number of SSOs that occur within the Gilleland Creek watershed and the volume of sewage recovered from SSOs annually. By recovering wastewater from SSOs, the City of Austin will reduce the fecal bacteria load to the affected watershed from SSOs.

## Revised Implementation Plan for One TMDL for Gilleland Creek

**Table 7. Management Measure 2.3 - Sanitary Sewer Overflow Response**

(1) Management Measure	Respond to SSOs in affected watershed and remove sewage from creeks during overflow events when feasible.
(2) Best Management Practice	Reduce fecal contamination from failing wastewater infrastructure.
(3) Area of Emphasis	City of Austin wastewater service area within the affected watershed.
(4) Education Target	Continue citywide public education efforts to reduce potential for sanitary sewer overflows with campaigns like “Ban the Blob.” Continue promotion of Austin environmental hotline and 3-1-1 for citizens to report wastewater overflows.
(5) Schedule of Implementation	City of Austin Water will investigate and remediate SSOs in the affected watershed as they are discovered.
(6) Interim, Measurable Milestones	Volume of wastewater recovered after SSO events in the affected watershed.
(7) Progress Indicators	Reduction in <i>E. coli</i> concentrations in the affected watershed; removal of sewage from SSOs.
(8) Monitoring Component	Water quality monitoring will continue in the affected watershed through the Texas Clean Rivers Program (Austin, LCRA, TCEQ). City of Austin – Austin Water responses will be tracked through existing processes.
(9) Responsible Organization	City of Austin – Austin Water.

## 2.4 Private Lateral Inspection

A private lateral is the wastewater line that connects a building to the City of Austin centralized wastewater collection system. Private laterals are not owned by the City of Austin. Failures in private sewer infrastructure are known sources of fecal contamination, and may not be directly observed by routine inspection of publicly-owned infrastructure (Propst et al. 2011).

Austin Water performs investigations of private laterals for City of Austin retail wastewater customers when there is a wastewater overflow on private property or when there is a problem with the City of Austin wastewater system that could affect a private lateral ([www.austintexas.gov/department/private-lateral-program](http://www.austintexas.gov/department/private-lateral-program)).

The City of Austin private lateral program exists to ensure defective private wastewater lines are repaired to reduce the chance of wastewater overflows and so that inflow and infiltration of rainwater into the centralized wastewater collection system are reduced. This subsequently decreases wastewater overflow incidents and reduces fecal contamination of area water bodies. Austin Water personnel respond to wastewater trouble calls from citizens who experience or witness wastewater overflows, backups, or stoppages. As part of the response, Austin Water crews perform an assessment of the city-owned portion of the collection system as well as the private sewer lateral inside the customer's property. In addition to identifying and repairing defects in the city-owned sewer service line or sewer main, Austin Water communicates with the property owner if the private sewer lateral needs to be repaired.

Under the City of Austin Private Lateral Ordinance, enforcement action may be taken to encourage the property owner to repair the defective private lateral. An Austin Water grant program is available to fund repairs for qualified property owners with incomes equal to or less than 80 percent of the Austin median family income amount. The City of Austin Watershed Protection Department receives notification from Austin Water of all sewage spills from private lateral failures, and investigates any incident resulting in more than 50 gallons of sewage being spilled or any sewage spill which may affect a storm sewer or water body. Watershed Protection Department personnel also directly investigate citizen complaints of polluting discharges, and report to Austin Water if illicit sanitary sewer connections to the storm drain system are detected or if failing private lateral wastewater lines are suspected.

As part of this revised I-Plan, the City of Austin will continue to jet clean and conduct televised inspections of private laterals initiated by private lateral backups, stoppage, or overflows at no additional charge to the affected customers. The City of Austin will continue to repair city wastewater infrastructure. When problems are identified in private lateral lines, the City of Austin will continue to enforce legal requirements on property owners to ensure the proper repair of the private lateral. The City of Austin will initiate a

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program to place liens on properties in which a private lateral failure has been identified and verified when, after municipal court action, the private lateral repair has not been completed. The City of Austin will contract for the repairs to such private laterals and place a lien on the properties for the actual cost of repair plus administrative and interest-related expenses. The City of Austin will annually report the number of private lateral failures identified and the number of liens placed on private properties in the affected watershed.

**Table 8. Management Measure 2.4 - Private Lateral Inspection**

(1) Management Measure	Continue to jet clean and conduct TV inspections of private laterals initiated by private lateral backups, stoppage, or overflows at no additional charge to the affected customers. Continue to repair city infrastructure before customers are required to fix their private lateral. Continue to enforce legal requirements on property owners with verified private lateral failures to ensure the proper repair of the private lateral.
(2) Best Management Practice	Reduce fecal contamination from failing wastewater infrastructure.
(3) Area of Emphasis	City of Austin wastewater service area within the affected watershed.
(4) Education Target	Continue citywide public education efforts to reduce potential for sanitary sewer overflows with campaigns like "Ban the Blob." Continue promotion of Austin environmental hotline and 3-1-1 for citizens to report wastewater overflows.
(5) Schedule of Implementation	The jet cleaning and TV inspection of private laterals will continue as problems are reported.
(6) Interim, Measurable Milestones	City of Austin - Austin Water will track the number of private lateral failures identified per year in the affected watershed.
(7) Progress Indicators	Reduction in <i>E. coli</i> concentrations in the affected watershed.
(8) Monitoring Component	Water quality monitoring will continue in the affected watershed through the Texas Clean Rivers Program (Austin, LCRA, TCEQ). City of Austin - Austin Water responses will be tracked through existing processes.
(9) Responsible Organization	City of Austin - Austin Water.

## Management Measure 3.0: Domestic Pet Waste

Domestic pets like dogs and cats can be a source of fecal pathogen contamination to natural waters (EPA 2001; TCEQ 2010). Genetic analysis of urban runoff to a reservoir in New York estimated that 95 percent of fecal coliform bacteria found in urban stormwater was of non-human origin (Alderiso et al. 1996). TMDL analyses in Maryland found domestic pet contributions to fecal bacteria loads ranged from 12 to 33 percent, while wildlife contributions ranged from 4 to 52 percent (Dalmasy et al. 2007). A bacteria source tracking study for an urban watershed in Seattle estimated that 20 percent of fecal bacteria in runoff originated from dogs (Samadpour and Checkowitz 1998). As much as 22 percent of the fecal load from contributing watersheds to the Peconic Estuary was derived from dogs (Cameron Engineering & Associates 2012). A dog off-leash area immediately adjacent to Bull Creek in Austin likely contributed to elevated levels of fecal bacteria in a popular swimming area (City of Austin 2011). Cats may have contributed to fecal contamination of a Florida creek (PBS&J 2010).

One gram of dog waste contains an estimated 23 million fecal coliform bacteria (van der Wel 1995), and on average domestic dogs excrete 340 grams of feces daily (USDA 2005). The number of domestic animals in Austin may be estimated by combining human and animal census estimates (Herrington et al. 2010). Based on national averages, it may be assumed that 37.2 percent of households have dogs and 32.4 percent of households have cats (AVMA 2007). The 2010 U.S. Census estimates that there are 354,241 housing units in Austin. Households with dogs were assumed to have 1.7 dogs, and households with cats were assumed to have 2.2 cats (AVMA 2007). Based on these assumptions in combination with U.S. Census results from Austin, there are approximately 224,000 dogs in Austin generating 76,000 kilograms of fecal waste or  $1.75 \times 10^{15}$  cfu of *E. coli* daily. This estimated fecal loading rate is consistent with the 4 billion cfu *E. coli* per dog per day derived from a study of the Peconic Estuary (Cameron Engineering & Associates 2012).

By Austin City Code 3-4-6, it is a Class C misdemeanor punishable by a fine up to \$500 for not promptly and sanitarily disposing of dog or cat feces on private or public property other than property owned by the handler or owner of the dog. A Chesapeake Bay study found that 41 percent of dog walkers did not pick up dog waste (Swann 1999). Public education is an effective tool at reducing the fecal bacteria contamination from domestic pets. There was a 31 percent increase in the number of respondents who believed that uncollected dog waste was a potential water quality problem after a public education campaign at a metropolitan park in Austin, with 60 percent of respondents claiming to pick up dog waste more frequently than before the education campaign (City of Austin 2011).

### 3.1 Citywide “Scoop the Poop” Campaign

As part of this revised I-Plan, the City of Austin will continue public education efforts to reduce fecal contamination from domestic dogs. Public education is an effective tool to reduce fecal contamination from domestic animals (City of Austin 2011). The City of Austin will continue “Scoop the Poop” citywide education efforts annually (<http://www.austintexas.gov/department/scoop-the-poop>).

Previous education activities conducted for “Scoop the Poop” include radio and television public service announcements, social media outreach, giveaways at public events, public art, print media ads, brochures, partnerships with animal-focused non-profit organizations, and a wide variety of signage. Citywide campaign efforts will be summarized and reported annually as an interim milestone of this revised I-Plan.

**Table 9. Management Measure 3.1 - Citywide “Scoop the Poop” Campaign**

(1) Management Measure	Continue citywide domestic pet waste collection public education efforts.
(2) Best Management Practice	Reduce fecal contamination from domestic pet waste through education.
(3) Area of Emphasis	Austin metropolitan area.
(4) Education Target	Dog and cat owners.
(5) Schedule of Implementation	Ongoing citywide public education efforts will continue through the implementation period.
(6) Interim, Measurable Milestones	Summary of citywide outreach campaign activities per year.
(7) Progress Indicators	Reduction in <i>E. coli</i> concentrations in the affected watershed.
(8) Monitoring Component	Water quality monitoring will continue in the affected watershed through the Texas Clean Rivers Program (Austin, LCRA, TCEQ). City of Austin Watershed Protection Department will track outreach campaign activities.
(9) Responsible Organization	City of Austin Watershed Protection Department.

### **3.2 Domestic Waste Signage and Pet Waste Collection Bags at Parks**

The City of Austin Watershed Protection Department has purchased and cooperated with the City of Austin Parks and Recreation Department to install 850 dispensers of pet waste collection bags in Austin parks citywide. The dispensers are maintained by Parks and Recreation Department staff during routine park maintenance visits. The Watershed Protection Department purchases more than 1,500,000 disposable bags annually for use in the dispensers at no charge to park users. Making disposable bags available to park users at no charge is intended to be an incentive for the proper collection and disposal of dog waste in city parks.

As part of this revised I-Plan, the City of Austin will continue to make pet waste collection bags available at no charge in Austin parks. The City of Austin will identify which, if any, of the 11 parks in the Gilleland Creek watersheds do not currently have pet waste disposal signage and pet waste bag dispensers. There is currently no centralized inventory of where pet waste bag dispensers have been installed to date. Over the five-year time frame of this revised I-Plan, the City of Austin will install and maintain pet waste bag dispensers in parks in the Gilleland Creek watershed where appropriate. The number of parks with signs and dispensers installed will be tracked and reported annually as a measurable milestone of this revised I-Plan.

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**Table 10. Management Measure 3.2 – Domestic Waste Signage and Pet Waste Collection Bags at Parks**

(1) Management Measure	The City of Austin will identify which, if any, of the 11 parks in the Gilleland Creek watershed do not currently have pet waste disposal signage and pet waste bag dispensers and add dispensers and signage where appropriate.
(2) Best Management Practice	Reduce fecal contamination from domestic pet waste through signage at city parks.
(3) Area of Emphasis	Eleven City of Austin parks within the affected watershed.
(4) Education Target	Park users with domestic pets.
(5) Schedule of Implementation	Feasibility in the 11 parks will be evaluated and an implementation schedule developed in Year 1. Signage and dispensers will be added where appropriate in Years 2-5.
(6) Interim, Measurable Milestones	Number of parks with signage and dispensers added per year.
(7) Progress Indicators	Reduction in <i>E. coli</i> concentrations in the affected watershed.
(8) Monitoring Component	Water quality monitoring will continue in the affected watershed through the Texas Clean Rivers Program (Austin, LCRA, TCEQ). City of Austin Watershed Protection Department will track signage installation.
(9) Responsible Organization	City of Austin Watershed Protection Department.



## Management Measure 4.0: Stormwater Treatment

Stormwater runoff is the dominant mechanism by which nonpoint source fecal loads are transported to receiving waters. Management of stormwater to reduce bacteria can be achieved with non-structural BMPs like riparian zone enhancement or preservation (see Management Measure 1.0), or with structural control measures like sedimentation/filtration basins. Fecal bacteria are strongly associated with stream sediment (Byappanahalli and Ishii 2011), and removal of sediment from stormwater runoff may reduce bacteria loads. Stormwater structural control BMP effectiveness for bacteria removal is variable depending in part on retention time and mechanism of treatment.

### 4.1 New Stormwater Controls on Public Lands

The City of Austin Watershed Protection Department is a fee-funded municipal drainage utility. Approximately \$2 million in departmental Capital Improvement Project funds are appropriated annually for water quality protection projects, including structural stormwater treatment facilities. The Watershed Protection Department regularly identifies opportunities for retrofitting existing stormwater control measures to enhance performance or construct new stormwater control measures on public lands. Common stormwater structural control measures in Austin include sedimentation/filtration basins, wet ponds, and retention/irrigation systems, although newer innovative methods including infiltration and biofiltration methods are constructed with increasing frequency.

As prescribed in the Watershed Protection Department Master Plan (<http://www.austintexas.gov/department/watershed-protection-master-plan>), the Watershed Protection Department initially identifies and prioritizes areas in which to evaluate structural control measure retrofits or additions based on need determined by field sampling data collected under the Environmental Integrity Index (EII) program (<http://www.austintexas.gov/department/environmental-integrity-index>). The EII includes biennial sampling of 122 reaches across 49 watersheds in Austin for a range of water quality, sediment quality, physical integrity, and biological metrics. For problem areas, further evaluation considers feasibility and cost-benefit in determining which sites will be targeted for structural control measure retrofit or additional activities by the City of Austin. The typical life cycle for watershed protection stormwater capital improvement projects, once a location has been identified, consists of a preliminary engineering review with hydraulic analyses, design, permitting, construction, and maintenance.

As part of this revised I-Plan, the City of Austin will investigate additional opportunities on public lands within the Gilleland Creek watershed for retrofitting any existing stormwater control measures to enhance bacteria

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removal, or constructing new stormwater control measures to serve a previously untreated drainage area. Identified opportunities will follow the existing citywide prioritization process for stormwater projects. If an opportunity is found and prioritized, the new or retrofit stormwater control measure will follow the typical project life cycle of preliminary engineering review, design, construction, and maintenance with completion of each phase being the measurable milestone reported annually.

**Table 11. Management Measure 4.1 - New Stormwater Controls on Public Lands**

(1) Management Measure	The City of Austin will identify and implement stormwater quality structural control retrofits or new installations on public lands within the affected watershed using capital improvement project funds based on citywide prioritization.
(2) Best Management Practice	Reduce fecal contamination from nonpoint pollution sources utilizing structural control measures to treat stormwater runoff.
(3) Area of Emphasis	City of Austin full purpose jurisdiction within the affected watershed.
(4) Education Target	Continue citywide education efforts about good housekeeping measures to reduce bacteria loads in stormwater runoff.
(5) Schedule of Implementation	Water quality problem areas will be assessed and prioritized based on problem severity on a citywide basis annually. If the affected watershed ranks high in problem severity, opportunities for stormwater structural control installations or retrofits will be investigated. If opportunities exist, an implementation schedule will be developed based on cost and available funding.
(6) Interim, Measurable Milestones	Annual water quality problem severity for stormwater structural control additions of the affected watershed.
(7) Progress Indicators	Reduction in <i>E. coli</i> concentrations in the affected watershed; number of project opportunities identified.
(8) Monitoring Component	Water quality monitoring will continue in the affected watershed through the Texas Clean Rivers Program (Austin, LCRA, TCEQ). City of Austin Watershed Protection Department will track problem severity and project opportunities.
(9) Responsible Organization	City of Austin Watershed Protection Department.

## **4.2 Inspect City-Owned and Commercial Stormwater Controls**

Consistent with the City of Austin TPDES MS4 stormwater discharge permit, the City of Austin Watershed Protection Department routinely inspects structural stormwater control measures within its full-purpose jurisdiction and extra-territorial jurisdiction to reduce stormwater pollutant loads. Stormwater structural controls may reduce bacteria concentrations in stormwater runoff.

Routine inspection and maintenance to correct problems are necessary to maintain structural control effectiveness over time. Watershed Protection Department field inspections of stormwater control measures include checks for sediment build-up, structural integrity, erosion, blockage of the inlet, blockage of the outlet, functioning riser pipe, trash rack, presence of excessive trash, and excessive vegetation growth impairing function.

Problems observed for City of Austin owned facilities are addressed by City of Austin field operations staff. If maintenance issues are identified for residential or commercial facilities not owned by the City of Austin, a notice of violation is issued to the responsible party by City of Austin field operations staff and corrective action is taken to ensure continued functionality and compliance with city code. Commercial facilities are inspected once every 3 years. Residential and city-owned facilities are inspected annually.

Complaints are received by City of Austin through the 3-1-1 call system. Complaint calls about structural control measures are investigated by field staff within several days of receiving notification, and appropriate corrective action is taken as needed.

As part of this revised I-Plan, the number of structural control measures inspected within the Gilleland Creek watershed will be reported annually.

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**Table 12. Management Measure 4.2 - Inspect City-Owned and Commercial Stormwater Controls**

(1) Management Measure	The City of Austin will inspect existing City-owned and commercial stormwater quality controls in the affected watershed and repair problems or require repairs on a periodic basis.
(2) Best Management Practice	Reduce fecal contamination from nonpoint pollution sources utilizing structural control measures to treat stormwater runoff.
(3) Area of Emphasis	City of Austin full purpose jurisdiction within the affected watershed.
(4) Education Target	Continue citywide education efforts about good housekeeping measures to reduce bacteria loads in stormwater runoff.
(5) Schedule of Implementation	Stormwater controls are inspected on a periodic basis based on a citywide schedule, or as problems are reported.
(6) Interim, Measurable Milestones	Number of stormwater structural controls inspected within the affected watershed.
(7) Progress Indicators	Reduction in <i>E. coli</i> concentrations in the affected watershed; number of problems identified and repaired.
(8) Monitoring Component	Water quality monitoring will continue in the affected watershed through the Texas Clean Rivers Program (Austin, LCRA, TCEQ). City of Austin Watershed Protection Department will track inspections.
(9) Responsible Organization	City of Austin Watershed Protection Department.

### **4.3 Perform Dry Weather Screening**

The City of Austin Watershed Protection Department conducts dry weather screening of storm drain outfalls greater than or equal to 36 inches in diameter (or equivalent cross-sectional area for non-circular outfall structures). This activity is consistent with TPDES MS4 permit requirements related to illicit discharge detection and elimination, and is conducted following established protocols (Brown et al. 2004).

Dry weather screening consists of physical inspection of storm drain outfalls during periods without antecedent rainfall to identify outfalls discharging water when no stormwater runoff is expected. Dry weather screening is a means to identify and remediate illicit connections, potentially including sanitary sewer cross-connections, to the storm drain system and thereby reduce fecal contamination of waterways (Sercu et al. 2009).

When dry weather flow is found during inspection, the City of Austin Watershed Protection Department samples the flow for parameters to aid in source identification. If the source is determined to be non-natural, additional investigations are conducted to identify the source and appropriate corrective action is taken.

An individual outfall is typically inspected at least once every five years. To identify and reduce illicit cross-connections of sanitary sewers to the storm drain system, the City of Austin will inspect each storm drain outfall 36 inches in diameter or equivalent cross sectional area within the affected watershed at least once during the five-year period. The number of outfalls inspected within the affected watershed will be reported annually.

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**Table 13. Management Measure 4.3 - Perform Dry Weather Screening**

(1) Management Measure	The City of Austin will perform dry weather screening of storm drain outfalls greater than 36 inches in the affected watershed on a periodic basis.
(2) Best Management Practice	Reduce fecal contamination from nonpoint pollution sources by identifying illicit connections to the storm drain system.
(3) Area of Emphasis	City of Austin full purpose jurisdiction within the affected watershed.
(4) Education Target	Continue citywide education efforts about good housekeeping measures to reduce bacteria loads in stormwater runoff.
(5) Schedule of Implementation	Storm drain outfalls in the affected watershed greater than 36 inches are inspected once every five years.
(6) Interim, Measurable Milestones	Number of outfalls inspected within the affected watershed.
(7) Progress Indicators	Reduction in <i>E. coli</i> concentrations in the affected watershed; number of outfalls with dry weather flows identified.
(8) Monitoring Component	Water quality monitoring will continue in the affected watershed through the Texas Clean Rivers Program (Austin, LCRA, TCEQ). City of Austin Watershed Protection Department will track inspections.
(9) Responsible Organization	City of Austin Watershed Protection Department.

## Control Action 1: Small MS4 Compliance with SWMP Requirements

### History

In *One TMDL for Bacteria in Gilleland Creek, Segment 1428C*, under the Implementation and Reasonable Assurances section, the TMDL states:

*“The TMDL development process involves the preparation of two documents:*

- 1) a TMDL, which determines the maximum amount of pollutant a water body can receive in a single day and still meet applicable water quality standards, and*
- 2) an implementation plan (I-Plan), which is a detailed description and schedule of the regulatory and voluntary management measures necessary to achieve the pollutant reductions identified in the TMDL.”*

The document further states that the I-Plan shall identify voluntary and regulatory actions which may include *“required modification to a Stormwater Management Program (SWMP).”*

After the EPA approved the TMDL, the stakeholder group developed the I-Plan for Gilleland Creek. The I-Plan defined six management measures (voluntary activities) and one control action (regulatory activity). The only control action was for WWTFs that, at the time, were the only regulated entities with permit requirements regarding the bacteria impairment.

Amid the I-Plan creation, the small MS4 entities were regulated by TPDES General Permit TXR040000, which spanned from August 2007 until December 2013. Stormwater discharges from MS4 jurisdictions are considered permitted or regulated nonpoint sources. The small MS4 SWMPs were already submitted and in progress. The original TPDES Small MS4 General Permit did not have prescriptive requirements regarding existing impairments or TMDLs; the only requirement was for the SWMPs to comply with existing TMDLs or I-Plans.

The original I-Plan addressed this overlapping period by including the following language:

*“To the extent that the MS4 permittees are implementing their respective storm water management plans (SWMPs), their permits are considered consistent with the Gilleland Creek Bacteria TMDL and this I-Plan...Each permittee will implement its SWMP, as necessary, to target reductions in the waste load of bacteria from those portions of their MS4s that are located within the Gilleland Creek watershed.”*

## Evolution to Control Actions

In December 2013, the TPDES Small MS4 General Permit was updated pursuant to EPA guidance to include specific language regarding impaired water bodies and TMDL requirements. The update required permittees with approved TMDLs to include information in their SWMPs and annual reports on implementing any targeted controls required to reduce the pollutant of concern. Specifically, the SWMP and annual report must address (1) Targeted Controls, (2) Measurable Goals, (3) Identification of Benchmarks, and (4) Annual Reports.

The updated MS4 permit also specified a list of BMPs required if the pollutant of concern is bacteria. All small MS4 entities that received coverage under the TPDES Small MS4 General Permit submit and report annually on a SWMP that addresses the following.

*“The BMPs shall, as appropriate, address the following:*

*a. Sanitary Sewer Systems*

- (i) Make improvements to sanitary sewers to reduce overflows;*
- (ii) Address lift station inadequacies;*
- (iii) Improve reporting of overflows; and*
- (iv) Strengthen sanitary sewer use requirements to reduce blockage from fats, oils, and grease.*

*b. On-site Sewage Facilities (for entities with appropriate jurisdiction)*

- (i) Identify and address failing systems; and*
- (ii) Address inadequate maintenance of On-Site Sewage Facilities (OSSFs).*

*c. Illicit Discharges and Dumping*

*Place additional effort to reduce waste sources of bacteria; for example, from septic systems, grease traps, and grit traps.*

*d. Animal Sources*

*Expand existing management programs to identify and target animal sources such as zoos, pet waste, and horse stables.*

*e. Residential Education*

*Increase focus to educate residents on:*

- (i) Bacteria discharging from a residential site either during runoff events or directly;*



- (ii) *Fats, oils, and grease clogging sanitary sewer lines and resulting overflows;*
- (iii) *Decorative ponds; and*
- (iv) *Pet waste.”*

The above BMP list addresses focus areas coincident to those covered by the original I-Plan Management Measures; however, those actions were voluntary for all MS4s. The updated TPDES Small MS4 General Permit made the above list of actions mandatory and thus has shifted what once were voluntary management measures to regulatory control actions by mandating those BMPs for all small MS4 permittees with impairments for bacteria.

The following MS4s are regulated by the TCEQ and have approved SWMPs that address the required list of BMPs.

**Table 14. MS4s with approved SWMPs that address the required list of BMPs**

<b>MS4 Entity</b>	<b>TPDES Permit #</b>	<b>Entity Type</b>
City of Manor	TXR040467	City
City of Pflugerville	TXR040078	City
City of Round Rock	TXR040253	City
Travis County	TXR040327	County
Texas Department of Transportation (statewide permit)	WQ0005011000 (pending)	State Agency

## **Monitoring, Reporting, and Adaptive Management**

Additionally, permittees are required to *“monitor or assess progress in achieving benchmarks and determine the effectiveness of BMPs”* through an evaluation of program implementation measures or assessment improvements in water quality. Small MS4 entities will report annually on their targeted BMPs and progress. An I-Plan annual report will include the detailed information provided by the MS4 entities.

The schedules for revising the I-Plan, the TPDES Small MS4 General Permit, and related SWMPs do not coincide. For example, TCEQ is drafting a revised TPDES Small MS4 General Permit, which will be submitted to the EPA in late 2017 for review and approval. Small MS4 entities will then update their respective SWMPs as required by new permit language and/or adaptive management requirements in that revised permit. Thus, it is best to refer to each permittee’s SWMP rather than list specifically in this revised I-Plan the tasks each entity is performing.

The EPA's "anti-backsliding" rules for water quality-based permits (e.g., the TPDES Small MS4 General Permit) ensures that these new additional requirements (and/or their equivalents) remain the baseline for small MS4s and the basis for all future SWMPs. By including the requirements in the TPDES Small MS4 General Permit, there is a stronger commitment on behalf of the MS4 entities, a prescribed oversight and enforcement mechanism by TCEQ, and a built-in adaptive management process as the SWMPs are reviewed, updated, and renewed.

**Table 15. Control Action 1 - Small MS4 Compliance and SWMP Requirements**

(1) Control Action	<b>Small MS4 Compliance and SWMP Requirements</b> <i>BMPs per the 2013-2018 TPDES Small MS4 permit. Control Action and SWMPs will update with permit renewal</i>				
(2) Best Management Practice	Sanitary Sewer Systems	On-site Sewage Facilities	Illicit Discharges and Dumping	Animal Sources	Residential Education
(3) Area of Emphasis	Reduce sanitary sewer overflows	Identify/address failing systems	Reduce waste sources of bacteria (e.g. septic systems, grease and grit traps)	Identify and target animal sources (e.g. zoos, pet waste, and horse stables)	Bacteria discharges from residential sites
	Address lift station inadequacies	Address inadequate maintenance OSSFs			Fats, oils and grease clogs in lines and overflows
	Improve reporting of overflows				Decorative Ponds
	Reduce fats, oils and grease blockages				Pet waste
(4) Education Target	Operations and maintenance staff and policy makers	OSSF owners and regulators	Operations and maintenance staff, stormwater staff, system owners, etc.	Code enforcement and zoning staff, policy	Residents and potentially visitors
(5) Schedule of Implementation	Initiated in 2013. Primary activities complete 2018.	Initiated in 2013. Primary activities complete 2018.	Initiated in 2013. Primary activities complete 2018.	Initiated in 2013. Primary activities complete 2018.	Initiated in 2013. Primary activities complete 2018.
(6) Interim, Measurable Milestones	Annual reporting required on subgoals and progress toward full implementation.	Annual reporting required on subgoals and progress toward full implementation.	Annual reporting required on subgoals and progress toward full implementation.	Annual reporting required on subgoals and progress toward full implementation.	Annual reporting required on subgoals and progress toward full implementation.
(7) Progress Indicators	Accomplishment of subgoals and targeted reductions.	Accomplishment of subgoals and targeted reductions.	Accomplishment of subgoals and targeted reductions.	Accomplishment of subgoals and targeted reductions.	Accomplishment of subgoals and targeted reductions.
(8) Monitoring Component	LCRA, City of Austin, and TCEQ provide water quality monitoring data through a Clean Rivers Program Quality Assurance Project Plan for assessment by TCEQ. Other entities, including Colorado River Watch Network (CRWN), perform water quality monitoring, although that data is not assessed by TCEQ.				
(9) Responsible Organizations	TPDES Small MS4s (as applicable) via submitted SWMP				

## Control Action 2: Monitor and Report *E. coli* Concentrations from WWTF Effluent

In November 2009, TCEQ's Commission approved Rule Project No. 2009-005-309-PR. The rulemaking adds bacteria limits for *E. coli* for fresh water discharges to TPDES domestic permits in 30 TAC Chapter 309 and sets the frequency of testing for bacteria in 30 TAC Chapter 319.

As of 2017, domestic WWTFs discharging within the watershed are operated by City of Austin, City of Pflugerville, and SWWC Utilities, Inc. (Windermere Utility Company).

**Table 16. WWTF Permits for Control Action 2**

Permittee	Facility	Permit #
City of Austin	Decker Creek	<a href="#">WQ001887000</a>
City of Austin	Dessau	<a href="#">WQ0012971001</a>
City of Austin	Harris Branch	<a href="#">WQ0013318001</a>
City of Austin	Taylor Lane	<a href="#">WQ0010543014</a>
City of Austin	Wild Horse Ranch	<a href="#">WQ0010543013</a>
City of Pflugerville	Pflugerville	<a href="#">WQ0011845002</a>
SWWC Utilities, Inc.	Windermere	<a href="#">WQ0011931001</a>

All new and existing WWTFs in the watershed will monitor fecal bacteria (*E. coli*) according to their individual permit provisions. Monitoring and reporting through Discharge Monitoring Reports will continue as required by the individual permits. TCEQ is responsible for the enforcement of compliance with concentrations less than the limits stated in each facility's permit. If monitoring results indicate concentrations approaching or exceeding the limit set in the facility's permit, then the facility will make necessary operational changes to reduce the bacteria concentrations as required by the facility's permit.

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**Table 17. Control Action 2 - Monitor and report effluent *E. coli* at existing and new WWTFs**

(1) Control Action	Monitor and report effluent <i>E. coli</i> at existing and new WWTFs.
(2) Best Management Practice	Proper operation of WWTFs.
(3) Area of Emphasis	Identify/address failing WWTF systems.
(4) Education Target	Status updates provided through TCEQ-hosted annual stakeholder meeting.
(5) Schedule of Implementation	Initiated in 2009; ongoing as specified in individual WWTF permits.
(6) Interim, Measurable Milestones	Continue monitoring and reporting <i>E. coli</i> . Make operational adjustments, and summarize and present data to stakeholders.
(7) Progress Indicators	All wastewater treatment facilities have <i>E. coli</i> concentrations less than permit limits. Reduction in <i>E. coli</i> concentrations in the affected watershed.
(8) Monitoring Component	Monitoring data self-reported from WWTFs.
(9) Responsible Organizations	City of Austin, City of Pflugerville, Windermere Utility Company.

## Implementation Tracking, Sustainability, and Milestones

Implementation tracking provides information that can be used to determine if progress is being made toward meeting the goals of the TMDL. Tracking also allows stakeholders to evaluate the actions taken, identify those actions which may not be working, and make any changes that may be necessary to get the I-Plan back on target. Implementation milestones are measures of activities associated with control actions or management measures undertaken to improve water quality. Schedules and milestones for this revised I-Plan are included in the descriptions of each management measure and control action.

## Water Quality Indicators

Water quality indicators are a measure of water quality conditions for comparison to pre-existing conditions or water quality standards. Routine *E. coli* bacteria monitoring will occur within each of the identified impaired assessment units included in this revised I-Plan to track the success of management measures and control actions over time.

Multiple governmental entities will collect *E. coli* bacteria samples from established monitoring sites (Figure 1) under a TCEQ-approved Quality Assurance Project Plan following TCEQ Surface Water Quality Monitoring Procedures Manual guidelines ([https://www.tceq.texas.gov/waterquality/monitoring/swqm\\_guides.html#procedure](https://www.tceq.texas.gov/waterquality/monitoring/swqm_guides.html#procedure)). Results will be submitted to TCEQ for inclusion in future assessments through the Texas Clean Rivers Program (<https://www.tceq.texas.gov/waterquality/clean-rivers>). Conventional water quality parameters including nutrients and physiochemical parameters may also be collected to assist with continued fecal contamination source identification.

A current list of Texas Clean Rivers Program sample sites with site location maps, sampling frequency and monitoring parameters may be found on the LCRA Coordinated Monitoring Schedule webpage (<https://cms.lcra.org>). Texas Clean Rivers Program data for Gilleland Creek (Segment 1428C) may be downloaded from the TCEQ webpage (<https://www80.tceq.texas.gov/SwqmisWeb/public/crpweb.faces>) or map viewer (<https://www80.tceq.texas.gov/SwqmisWeb/public/crpmap.html>).

Additional monitoring will be performed by volunteers coordinated through the LCRA's CRWN program. CRWN supports community-based environmental stewardship by providing volunteers with the information, resources, and training necessary to monitor and protect the waterways of the lower Colorado

River watershed. Monitoring locations and sample data are available via the CRWN webpage (<https://crwn.lcra.org/>).

**Table 18. Gilleland Creek water quality indicator monitoring summary for fiscal year 2018**

Segment	TCEQ Station Location ID	Site Name	Monitoring Entity
1428C_01	<a href="#">17257</a>	Gilleland Creek downstream of Webberville Road/FM 967	LCRA
1428C_02	<a href="#">12235</a>	Gilleland Creek at FM 973 south of Manor	City of Austin
1428C_03	<a href="#">12236</a>	Gilleland Creek at US 290 north of Manor	City of Austin
1428C_04	<a href="#">20474</a>	Gilleland Creek in Northeast Metropolitan Park southeast of Pflugerville	TCEQ

## Communications Strategy

Communication is necessary to ensure that stakeholders understand the revised I-Plan and its progress in improving water quality. The TCEQ and responsible entities will disseminate information about progress to interested parties.

The TCEQ and responsible entities will periodically assess the results of implemented activities and other sources of information to evaluate this I-Plan revision. Several factors may be evaluated, such as the pace of implementing planned activities, effectiveness of best management practices, load reductions, and progress toward meeting water quality standards. Evaluations will be in the form of annual progress reports each April, followed by annual meetings each May. If the responsible parties find through periodic assessments that insufficient progress has been made in improving water quality, the implementation strategy may be adjusted, consistent with the principles of adaptive management.

## Summary and Discussion of Data Used

Multiple entities monitor Gilleland Creek water quality at different sites, using different analytical methods and at different sample frequencies. Some monitoring is done under the Texas Clean Rivers Program (<https://www.tceq.texas.gov/waterquality/clean-rivers>), and thus generates *E. coli* data of consistent quality utilized in water quality assessments by TCEQ (see Water Quality Indicators). Other entities sample water quality for different objectives and with different levels of quality control, and generate data that is not assessed by TCEQ.

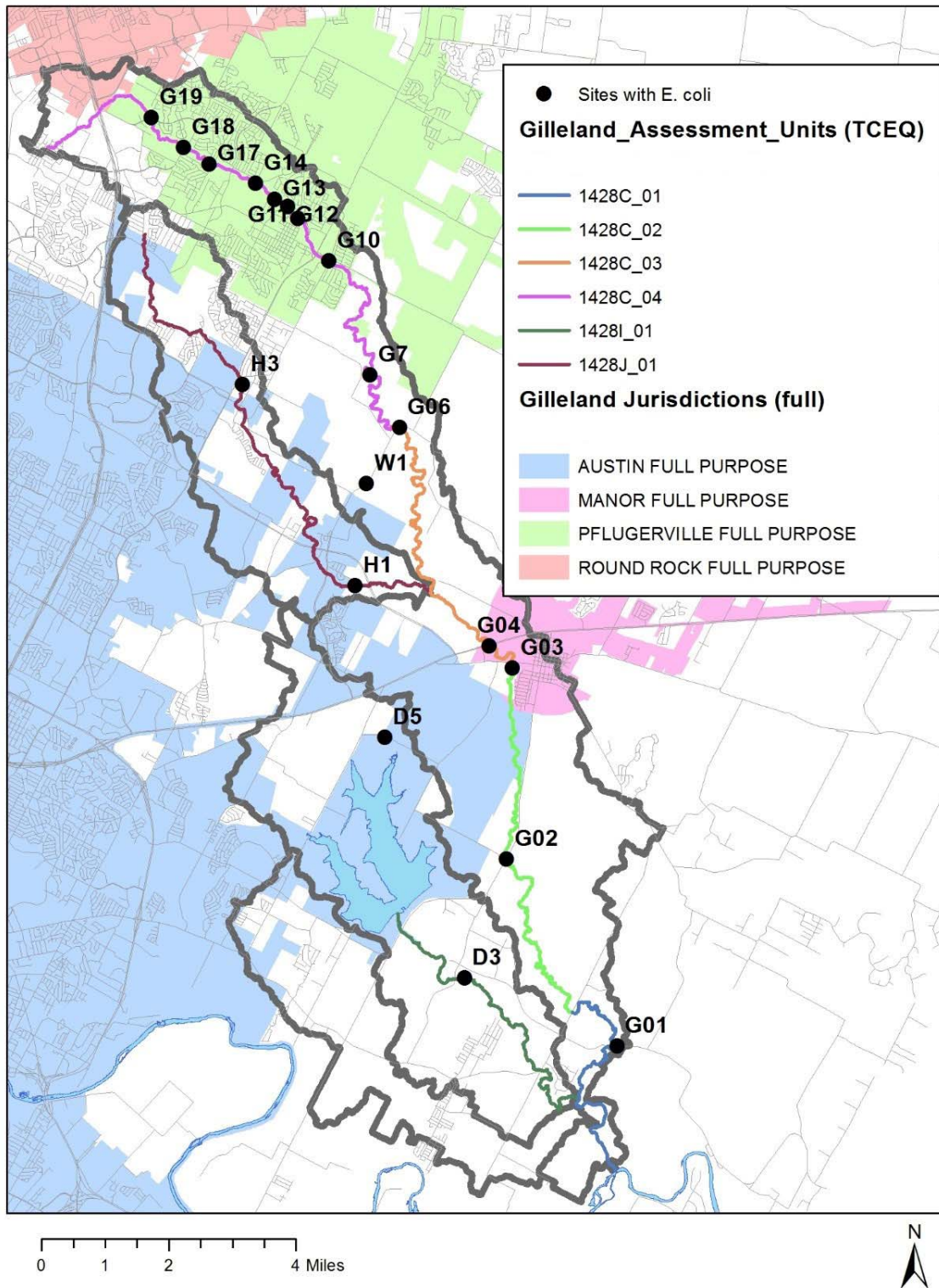
In an effort to more completely understand the patterns of fecal contamination within the Gilleland Creek watershed, as part of the development of this Implementation Plan, all available *E. coli* routine monitoring data from Gilleland Creek was compiled from publicly-accessible Internet resources and reviewed (Table 19). This includes data collected by paid professionals, as well as data collected by trained volunteers through the CRWN.

**Table 19. Sources of *E. coli* data included in the review of this Implementation Plan**

Collecting Entity	Data Source
City of Austin Watershed Protection Department	<a href="https://data.austintexas.gov/Environmental/Water-Quality-Sampling-Data/5tye-7ray/data">https://data.austintexas.gov/Environmental/Water-Quality-Sampling-Data/5tye-7ray/data</a>
Colorado River Watch Network	<a href="https://crwn.lcra.org/">https://crwn.lcra.org/</a>
Lower Colorado River Authority	<a href="http://waterquality.lcra.org/">http://waterquality.lcra.org/</a>
Texas Commission on Environmental Quality	<a href="http://www80.tceq.texas.gov/SwqmisWeb/public/crpweb.faces">http://www80.tceq.texas.gov/SwqmisWeb/public/crpweb.faces</a>

Nineteen Gilleland Creek sites with *E. coli* data were identified, with data ranging from 1994 to 2017. For presentation purposes, sites are nicknamed based on a combination of subwatershed prefix (Gilleland=G, West Gilleland=W, Harris Branch=H, Decker=D) and downstream-to-upstream order (most downstream site = 1, second most downstream site = 2, etc.) (Figure 3). There were insufficient *E. coli* data from Elm Creek for analysis.





**Figure 3. Gilleland Creek sites with *E. coli* data included in this analysis**

G=Gilleland, W=West Gilleland, H=Harris Branch, D=Decker Creek

## Revised Implementation Plan for One TMDL for Gilleland Creek

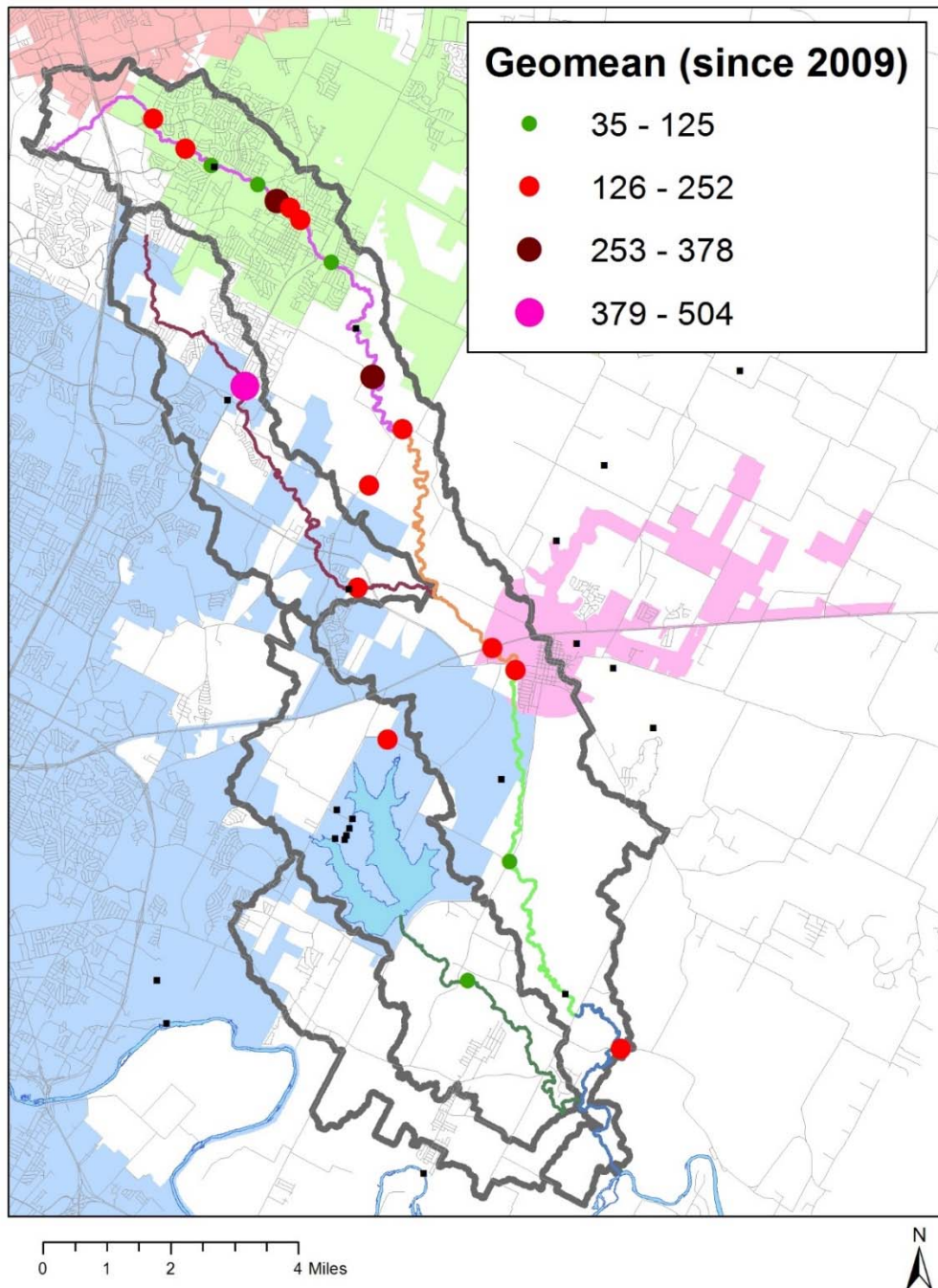
Using data from 2009 to 2017, the geometric mean *E. coli* concentrations exceed the primary contact recreation criteria of 126 cfu/100 mL at 14 of 19 sites (Table 20). This table shows the number of samples (#), year of first sample (First), year of last sample (Last), minimum *E. coli* measurement (Min), maximum *E. coli* measurement, geometric mean *E. coli* using all data (Geomean all), geometric mean *E. coli* using all data since 2009 (Geomean since 2009), and geometric mean *E. coli* excluding Colorado River Watch Network volunteer monitoring data since 2009 (Geomean since 2009 no CRWN).

**Table 20. Summary of *E. coli* data used in this analysis**

*E. coli* in MPN/100 mL. Highlighted cells exceed the 126 *E. coli* cfu/100 mL primary contact recreation criteria. #N/A indicates only Colorado River Watch Network volunteer monitoring data available.

Site	#	First	Last	Min	Max	Geomean (all)	Geomean (since 2009)	Geomean (since 2009 no CRWN)
G19	70	2008	2016	10	5200	153	157	#N/A
G18	94	2008	2016	1	12710	151	153	#N/A
G17	55	2009	2016	1	1049	117	117	#N/A
G14	58	2009	2017	1	2100	99	99	#N/A
G13	23	2006	2017	100	4111	291	265	#N/A
G12	25	2012	2017	67	1200	245	245	#N/A
G11	117	2005	2017	17	882	179	188	277
G10	45	2008	2017	1	733	110	106	#N/A
G07	31	2009	2017	36	3500	349	349	384
G06	25	2005	2017	48	435	184	207	207
W1	14	2005	2017	19	1011	116	131	131
H3	21	2005	2017	70	3000	519	394	394
H1	23	2005	2017	7	2420	158	224	224
G04	18	2009	2012	46	490	211	211	211
G03	24	2005	2017	23	500	130	139	139
G02	61	2004	2017	12	5800	100	100	100
G01	149	1994	2017	22	24000	175	195	195
D5	14	2005	2017	4	2420	156	216	216
D3	24	2005	2017	3	649	23	35	35

Exceedances of the primary contact recreation criteria occur throughout the watershed (Figure 4). Higher geometric mean values are observed in the upper portion of the watershed.



**Figure 4. *E. coli* geometric means in MPN/100 mL**

Black squares represent permitted discharges of treated wastewater effluent. Only green circles represent sites with geometric mean *E. coli* values less than the primary contact recreation criteria of 126 cfu/100 mL.

Because sampling frequencies and sampling dates between entities vary, individual samples collected during non-storm influenced conditions (no rainfall for at least 3 days prior to sampling) at multiple sites on the same day were qualitatively assessed for longitudinal patterns in an attempt to limit frequency and timing confounding factors (Table 21). Dates were selected to provide as many sites for comparison as possible. No obvious or consistent spatial patterns are evident.

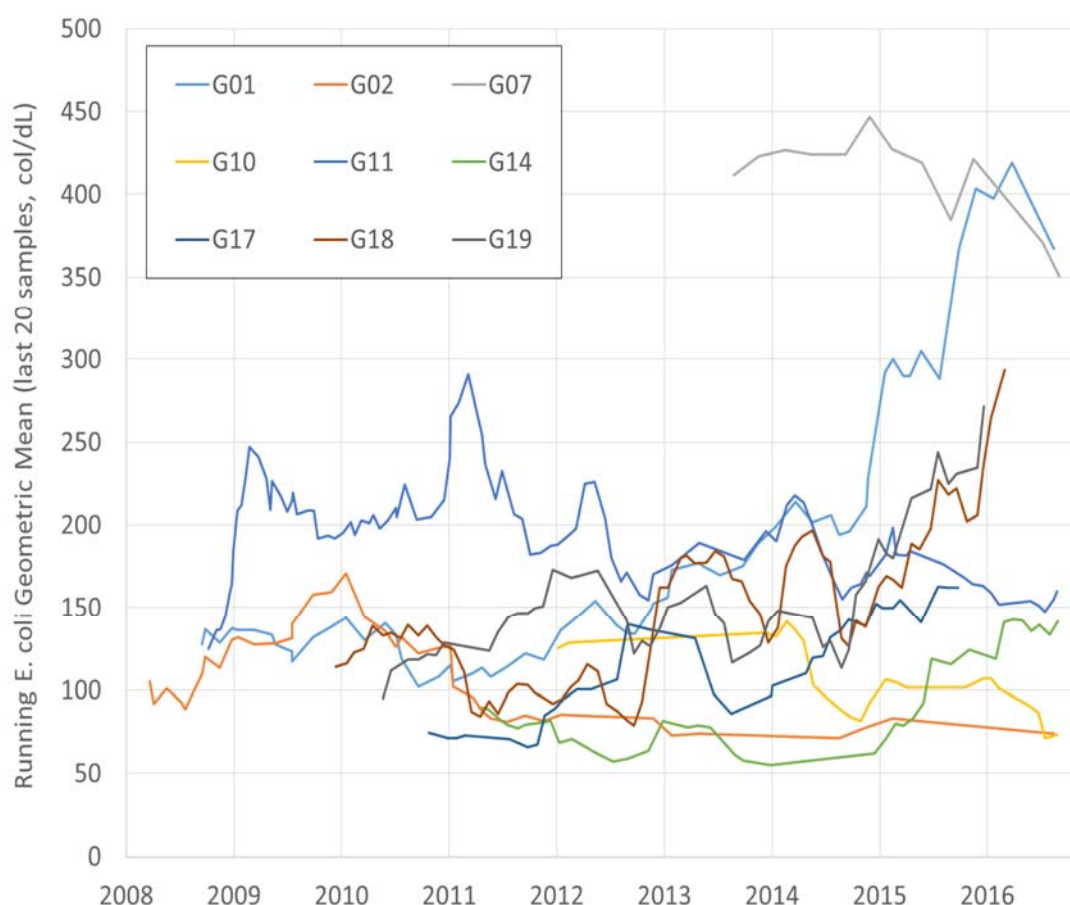
**Table 21. *E. coli* (MPN/100 mL) samples at multiple sites on the same day during non-storm influenced conditions**

Highlighted cells exceed the 126 *E. coli* cfu/100 mL primary contact recreation criteria.

Site	30-Mar-05	16-Dec-09	15-Apr-15	10-Jan-17
G11	17	127	272	222
G06	310	66	154	361
H3	138	27	133	19
H2	205	70	166	91
H1	205	167	387	63
G03	500	36	236	102
G02	310	135	115	23
G01	250	22	313	44
D5	130	71	59	548
D3	28	133	96	5
E3	120	10	29	10

Temporal trends were assessed using running 20-sample geometric mean values for sites on the main stem of Gilleland Creek. Only main stem Gilleland Creek sites were assessed because these sites had the highest sampling frequency (Figure 5). Geometric means may be increasing over time at upstream sites (G14, G17, G18, G19), all located within the City of Pflugerville jurisdiction. Geometric means may also be increasing (degrading) even more dramatically over time at the mouth (G01), within unincorporated Travis County. Geometric means may be decreasing (improving) at G02, G07, G10 and G11. Sites G10 and G11 are located in the downstream portion of the City of Pflugerville jurisdiction.





**Figure 5. Running *E. coli* (MPN/100 mL) geometric means by site over time calculated using the prior 20 samples**

The City of Austin EII is a multi-metric index assessing overall water quality conditions at a wide range of sites in the greater Austin area (<https://austintexas.gov/departments/environmental-integrity-index>). While fecal bacteria are elevated in Gilleland Creek from nonpoint sources as noted in this revised Implementation Plan, and nutrients are elevated from permitted point source discharges of treated wastewater effluent, other indicators of water quality are generally good. Aquatic habitat, aquatic life (benthic macroinvertebrates and diatom), and aesthetic condition index scores are good and sediment toxicity is low based on EII assessments. Gilleland Creek EII scores are generally stable over time from 1999 to 2015, and Gilleland Creek ranks better than 26 out of the 49 watersheds assessed in recent assessments.

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## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 15, 2017

PREPARED BY: Pauline M. Gray, P.E.

DEPARTMENT: City Engineer

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on rejecting a non-responsive bid and awarding a construction contract for the 2016 Drainage Improvements Project.

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### BACKGROUND/SUMMARY:

The project is to improve drainage along Bastrop Street and Caldwell Street between Murray Avenue and Eggleston Street. The project is also to improve Lane Avenue, Townes Street, Browning Street and Wheeler Street between Lexington Street and Bastrop Street.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Letter of Recommendation for rejection of bid

Letter of Recommendation for awarding construction contract

Bid Tabulations

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council vote to reject the bid by Beck-Reit & Sons, Ltd. and to award the construction contract for the project to Denbow Company, Inc. for all Base and Alternate Bid Work.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE

**JAY ENGINEERING COMPANY, INC.**  
**P.O. Box 1220 (512) 259-3882**  
**Leander, TX 78646 Fax 259-8016**  
*Texas Registered Engineering Firm F-4780*

November 8, 2017

Honorable Rita G. Jonse, Mayor  
City of Manor  
P.O. Box 387  
Manor, TX 78653

Re: 2016 Drainage Improvements  
Letter of Bid Rejection Recommendation

Dear Mayor Jonse:

Bids were publicly opened and read on October 31, 2017 for the above referenced project. As reflected on the attached Bid Tabulation, four (4) responsive bids were received.

A fifth bid proposal from Beck-Reit & Sons, Ltd. was received and was non-responsive as it did not use the revised Contractor's Proposal from Addendum No. 1. Although Addendum No. 1 was acknowledged by Beck-Reit & Sons Ltd. in their bid, the incorrect Contractor's Proposal was used for the basis of their bid. As a result, the bid was not comparable to the other bids.

Beck-Reit & Sons, Ltd. has contacted our office and indicated that they assume their bid will be considered non-responsive. It our recommendation that the City of Manor declare the Beck-Reit & Sons, Ltd. bid non-responsive and reject the bid. Please call if you should have any questions in this regard.

Sincerely,



Pauline M. Gray, P.E.

PMG/s

Enclosure

PN: 100-074-20

**JAY ENGINEERING COMPANY, INC.**  
**P.O. Box 1220 (512) 259-3882**  
**Leander, TX 78646 Fax 259-8016**  
*Texas Registered Engineering Firm F-4780*

November 8, 2017

Honorable Rita G. Jonse, Mayor  
City of Manor  
P.O. Box 387  
Manor, TX 78653

Re: 2016 Drainage Improvements  
Letter of Award Recommendation

Dear Mayor Jonse:

Bids were publicly opened and read on October 31, 2017 for the above-referenced project. A total of five bids were submitted for the project. As reflected on the attached Bid Tabulation, there were four (4) bids that were declared responsive. A fifth bid was received but was declared non-responsive. The lowest, responsive, responsible bidder is Denbow Company, Inc. We have contacted this bidder and confirmed he wants the contract at the amount bid.

As a result of our evaluation and verification of contractor references, we hereby recommend the City award a construction contract to Denbow Company, Inc. in the amount of \$295,885.00 for all Base Bid work and Alternate Bids A through D work, with final amounts dependent on the actual installed quantities. Our office has confirmed with City Staff that the project is within budgeted amounts and is therefore within the fundable range.

We have prepared a Notice of Award and Agreement for execution by you in the event the City Council votes to follow this recommendation. Once the Contractor signs the Agreement and all bond and insurance requirements have been satisfied, a Notice to Proceed will be issued. Under the General Conditions of the Agreement, the Contractor shall begin construction within ten (10) days of the Notice to Proceed and substantially complete the project within one hundred and twenty (120) calendar days excluding any justified delays. Please call if you should have any questions in this regard.

Sincerely,



Pauline M. Gray, P.E.

PMG/s

Enclosure

PN: 100-074-20

**BID TABULATION**  
 Bid Date: October 31, 2017

Project: 2016 Drainage Improvements  
 Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
 Checked By: PMG

Bid Item	1	2	3	4	5	6	7	8
Description	Unclassified Excavation including disposal	Clean Existing CMP	12" Safety End Treatment including excavation, formwork, reinforcing concrete, backfill, grading	18" CMP including excavation, backfill, grading, mitering	18" Safety End Treatment including excavation, formwork, reinforcing concrete, backfill, grading	24" CMP, including excavation, backfill, grading, mitering	24" Safety End Treatment including excavation, formwork, reinforcing concrete, backfill, grading	Waterline Crossing Adjustment, 6" Dia. and Less, including all excavation, pipe, fittings, restraints, blocking, embedment, backfill, grading
Quantity	1,725	2	2	255	28	300	24	5
Unit	CY	EA	EA	LF	EA	LF	EA	EA
Unit Price	\$15.00	\$2,700.00	\$560.00	\$87.00	\$800.00	\$93.00	\$875.00	\$4,095.00
Item Cost	\$25,875.00	\$5,400.00	\$1,120.00	\$22,185.00	\$22,400.00	\$27,900.00	\$21,000.00	\$20,475.00
Unit Price	\$15.00	\$1,000.00	\$1,100.00	\$80.00	\$1,170.00	\$85.00	\$1,280.00	\$3,200.00
Item Cost	\$25,875.00	\$2,000.00	\$2,200.00	\$20,400.00	\$32,760.00	\$25,500.00	\$30,720.00	\$16,000.00
Unit Price	\$67.18	\$2,600.00	\$1,365.00	\$154.53	\$1,787.50	\$129.08	\$2,184.00	\$2,209.20
Item Cost	\$115,885.50	\$5,200.00	\$2,730.00	\$39,405.15	\$50,050.00	\$38,724.00	\$52,416.00	\$11,046.00
Unit Price	\$39.00	\$3,000.00	\$1,200.00	\$59.00	\$1,600.00	\$62.00	\$2,000.00	\$4,750.00
Item Cost	\$67,275.00	\$6,000.00	\$2,400.00	\$15,045.00	\$44,800.00	\$18,600.00	\$48,000.00	\$23,750.00

\*MATHEMATICAL ERRORS CORRECTED

**BID TABULATION**  
 Bid Date: October 31, 2017

Project: 2016 Drainage Improvements  
 Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
 Checked By: PMG

	Bid Item	9	10	11	12	13	14	15	16
	Description	Water Service Adjustments, including water meter adjustment	Mailbox Adjustments	Cleanout adjustments	HMAC Driveway repair including excavation, subgrade preparation, base and compaction	Gravel Driveway Repair, including subgrade prep, 6" flex base and compaction	Asphalt Pavement Repair, including saw cut, base, prime, HMAC, and replacement of pavement	Temporary Traffic Controls	Small Roadside Sign Assemblies, including signs, supports, foundations, hardware and all other incidentals
	Quantity	3	4	1	21	86	180	1	9
Bidder	Unit	EA	EA	EA	LF	LF	LF	LS	EA
Denbow Company Inc.	Unit Price	\$500.00	\$155.00	\$640.00	\$42.00	\$48.00	\$57.00	\$3,000.00	\$500.00
300 Mercer Street Ste. 101	Item Cost	\$1,500.00	\$620.00	\$640.00	\$882.00	\$4,128.00	\$10,260.00	\$3,000.00	\$4,500.00
Dripping Springs, TX 78620									
Underground Water Solutions CO	Unit Price	\$2,100.00	\$360.00	\$1,000.00	\$159.00	\$48.00	\$150.00	\$8,500.00	\$687.00
601 North Main Street	Item Cost	\$6,300.00	\$1,440.00	\$1,000.00	\$3,339.00	\$4,128.00	\$27,000.00	\$8,500.00	\$6,183.00
Elgin TX 78621									
Lowden Excavating Inc	Unit Price	\$1,758.40	\$2,174.25	\$1,160.25	\$64.40	\$100.67	\$54.66	\$37,303.50	\$650.00
PO Box 1769	Item Cost	\$5,275.20	\$8,697.00	\$1,160.25	\$1,352.40	\$8,657.62	\$9,838.80	\$37,303.50	\$5,850.00
Wimberley TX 78676									
JKB Construction Company LLC	Unit Price	\$2,400.00	\$500.00	\$2,200.00	\$95.00	\$33.00	\$140.00	\$7,500.00	\$500.00
PO Box 1001	Item Cost	\$7,200.00	\$2,000.00	\$2,200.00	\$1,995.00	\$2,838.00	\$25,200.00	\$7,500.00	\$4,500.00
Liberty Hill Texas 78642									

\*MATHEMATICAL ERRORS CORRECTED

**BID TABULATION**  
 Bid Date: October 31, 2017

Project: 2016 Drainage Improvements  
 Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
 Checked By: PMG

Bid Item	17	18	19	20	21	22	
Description	Silt fence including inspection, maintenance, removal	Restoration and Revegetation, including watering, complete and in place, measured along ditch centerline	Tree Removal including Stump Removal (cut down tree, grind stump & backfill)	Valve Box Adjustments	Remove existing 12" culvert	Flowable Backfill	Total of Bid Items
Quantity	335	3,745	1	1	1	80	
Bidder	Unit	LF	LF	EA	EA	EA	CY
Denbow Company Inc.	Unit Price	\$4.00	\$2.00	\$600.00	\$500.00	\$309.00	\$172.00
300 Mercer Street Ste. 101	Item Cost	\$1,340.00	\$7,490.00	\$600.00	\$500.00	\$309.00	\$13,760.00
Dripping Springs, TX 78620							
Underground Water Solutions CO	Unit Price	\$3.00	\$4.00	\$800.00	\$520.00	\$500.00	\$120.00
601 North Main Street	Item Cost	\$1,005.00	\$14,980.00	\$800.00	\$520.00	\$500.00	\$9,600.00
Elgin TX 78621							
Lowden Excavating Inc	Unit Price	\$3.25	\$5.92	\$650.00	\$718.25	\$7,598.50	\$157.30
PO Box 1769	Item Cost	\$1,088.75	\$22,170.40	\$650.00	\$718.25	\$7,598.50	\$12,584.00
Wimberley TX 78676							
JKB Construction Company LLC	Unit Price	\$2.20	\$3.00	\$2,000.00	\$900.00	\$1,100.00	\$200.00
PO Box 1001	Item Cost	\$737.00	\$11,235.00	\$2,000.00	\$900.00	\$1,100.00	\$16,000.00
Liberty Hill Texas 78642							

\*MATHEMATICAL ERRORS CORRECTED



**BID TABULATION**  
 Bid Date: October 31, 2017

Project: 2016 Drainage Improvements  
 Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
 Checked By: PMG

Bid Item	1-A	2-A	3-A	4-A	5-A	6-A	
Description	Telephone Pedestal Adjustments	Unclassified Excavation including disposal	18" CMP including excavation, backfill, grading, mitering	18" Safety End Treatment including excavation, formwork, reinforcing concrete, backfill, grading	Gravel Driveway Repair, including subgrade prep, 6" flex base and compaction	Restoration and Revegetation, including watering, complete and in place, measured along ditch centerline	Total of Alternate Bid A Items
Quantity	1	214	78	10	68	548	
Bidder	Unit	EA	CY	LF	EA	LF	LF
Denbow Company Inc.	Unit Price	\$879.00	\$15.00	\$84.00	\$730.00	\$44.00	\$2.00
300 Mercer Street Ste. 101	Item Cost	\$879.00	\$3,210.00	\$6,552.00	\$7,300.00	\$2,992.00	\$1,096.00
Dripping Springs, TX 78620							
Underground Water Solutions CO	Unit Price	\$2,388.00	\$19.00	\$64.00	\$1,400.00	\$48.00	\$4.00
601 North Main Street	Item Cost	\$2,388.00	\$4,066.00	\$4,992.00	\$14,000.00	\$3,264.00	\$2,192.00
Elgin TX 78621							
Lowden Excavating Inc	Unit Price	\$650.00	\$50.87	\$176.06	\$1,787.50	\$79.63	\$3.90
PO Box 1769	Item Cost	\$650.00	\$10,886.18	\$13,732.68	\$17,875.00	\$5,414.84	\$2,137.20
Wimberley TX 78676							
JKB Construction Company LLC	Unit Price	\$1,500.00	\$39.00	\$59.00	\$1,600.00	\$33.00	\$3.00
PO Box 1001	Item Cost	\$1,500.00	\$8,346.00	\$4,602.00	\$16,000.00	\$2,244.00	\$1,644.00
Liberty Hill Texas 78642							

\*MATHEMATICAL ERRORS CORRECTED

**BID TABULATION**  
 Bid Date: October 31, 2017

Project: 2016 Drainage Improvements  
 Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
 Checked By: PMG

	Bid Item	1-B	2-B	3-B	4-B	5-B	6-B	7-B	8-B	
	Description	Unclassified Excavation including disposal	18" CMP including excavation, backfill, grading, mitering	18" Safety End Treatment including excavation, formwork, reinforcing concrete, backfill, grading	HMAC Driveway repair including excavation, subgrade preparation, base and compaction	Concrete Driveway Repair, including excavation, subgrade preparation, formwork, reinforcing	Gravel Driveway Repair, including subgrade prep, 6" flex base and compaction	Small Roadside Sign Assemblies, including signs, supports, foundations, hardware and all other incidentals	Restoration and Revegetation, including watering, complete and in place, measured along ditch centerline	Total of Alternate Bid B Items
	Quantity	221	169	10	9	8	86	1	510	
Bidder	Unit	CY	LF	EA	LF	LF	LF	EA	LF	
Denbow Company Inc. 300 Mercer Street Ste. 101 Dripping Springs, TX 78620	Unit Price  Item Cost	\$15.00 \$3,315.00	\$84.00 \$14,196.00	\$730.00 \$7,300.00	\$92.00 \$828.00	\$458.00 \$3,664.00	\$44.00 \$3,784.00	\$550.00 \$550.00	\$2.00 \$1,020.00	\$34,657.00
Underground Water Solutions CO 601 North Main Street Elgin TX 78621	Unit Price  Item Cost	\$19.00 \$4,199.00	\$64.00 \$10,816.00	\$1,400.00 \$14,000.00	\$159.00 \$1,431.00	\$300.00 \$2,400.00	\$48.00 \$4,128.00	\$687.00 \$687.00	\$4.00 \$2,040.00	\$39,701.00
Lowden Excavating Inc PO Box 1769 Wimberley TX 78676	Unit Price  Item Cost	\$41.75 \$9,226.75	\$147.13 \$24,864.97	\$1,787.50 \$17,875.00	\$160.07 \$1,440.63	\$301.83 \$2,414.64	\$87.76 \$7,547.36	\$650.00 \$650.00	\$3.68 \$1,876.80	\$65,896.15
JKB Construction Company LLC PO Box 1001 Liberty Hill Texas 78642	Unit Price  Item Cost	\$39.00 \$8,619.00	\$59.00 \$9,971.00	\$1,600.00 \$16,000.00	\$95.00 \$855.00	\$250.00 \$2,000.00	\$33.00 \$2,838.00	\$500.00 \$500.00	\$3.00 \$1,530.00	\$42,313.00

\*MATHEMATICAL ERRORS CORRECTED

**BID TABULATION**  
 Bid Date: October 31, 2017

Project: 2016 Drainage Improvements  
 Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
 Checked By: PMG

Bid Item	1-C	2-C	3-C	4-C	5-C	6-C	7-C	
<b>Description</b>	Unclassified Excavation including disposal	18" CMP including excavation, backfill, grading, mitering	18" Safety End Treatment including excavation, formwork, reinforcing concrete, backfill.	HMAC Driveway repair including excavation, subgrade preparation, base and compaction	Gravel Driveway Repair, including subgrade prep, 6" flex base and compaction	Restoration and Revegetation, including watering, complete and in place, measured along ditch centerline	Tree Protection Fencing	<b>Total of Alternate Bid C Items</b>
<b>Quantity</b>	150	45	6	11	29	522	82	
<b>Bidder</b>	<b>Unit</b>	CY	LF	EA	LF	LF	LF	
Denbow Company Inc.	<b>Unit Price</b>	\$15.00	\$84.00	\$730.00	\$92.00	\$44.00	\$2.00	\$2.00
300 Mercer Street Ste. 101								
Dripping Springs, TX 78620	<b>Item Cost</b>	\$2,250.00	\$3,780.00	\$4,380.00	\$1,012.00	\$1,276.00	\$1,044.00	\$164.00
Underground Water Solutions CO	<b>Unit Price</b>	\$19.00	\$64.00	\$1,400.00	\$170.00	\$85.00	\$4.00	\$18.00
601 North Main Street								
Elgin TX 78621	<b>Item Cost</b>	\$2,850.00	\$2,880.00	\$8,400.00	\$1,870.00	\$2,465.00	\$2,088.00	\$1,476.00
Lowden Excavating Inc	<b>Unit Price</b>	\$67.71	\$182.06	\$1,787.50	\$139.19	\$74.91	\$5.59	\$3.90
PO Box 1769								
Wimberley TX 78676	<b>Item Cost</b>	\$10,156.50	\$8,192.70	\$10,725.00	\$1,531.09	\$2,172.39	\$2,917.98	\$319.80
JKB Construction Company LLC	<b>Unit Price</b>	\$39.00	\$59.00	\$1,600.00	\$95.00	\$33.00	\$3.00	\$3.00
PO Box 1001								
Liberty Hill Texas 78642	<b>Item Cost</b>	\$5,850.00	\$2,655.00	\$9,600.00	\$1,045.00	\$957.00	\$1,566.00	\$246.00

\*MATHEMATICAL ERRORS CORRECTED

**BID TABULATION**  
 Bid Date: October 31, 2017

Project: 2016 Drainage Improvements  
 Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
 Checked By: PMG

	Bid Item	1-D	2-D	3-D	4-D	5-D	6-D	7-D	8-D	9-D
	Description	Unclassified Excavation including disposal	18" CMP including excavation, backfill, grading, mitering	18" Safety End Treatment including excavation, formwork, reinforcing concrete, backfill, grading	HMAC Driveway repair including excavation, subgrade preparation, base and compaction	Gravel Driveway Repair, including subgrade prep, 6" flex base and compaction	Restoration and Revegetation, including watering, complete and in place, measured along ditch centerline	Tree Protection Fencing	Lower existing parallel waterline 4" Dia. And less including all excavation, pipe, fittings, restraints, blocking, embedment, backfill, grading	Water Service Adjustments, including water meter adjustment
	Quantity	95	63	8	15	45	516	68	270	1
Bidder	Unit	CY	LF	EA	LF	LF	LF	LF	LF	EA
Denbow Company Inc.	Unit Price	\$15.00	\$84.00	\$730.00	\$92.00	\$44.00	\$2.00	\$7.50	\$42.00	\$460.00
300 Mercer Street Ste. 101	Item Cost	\$1,425.00	\$5,292.00	\$5,840.00	\$1,380.00	\$1,980.00	\$1,032.00	\$510.00	\$11,340.00	\$460.00
Dripping Springs, TX 78620										
Underground Water Solutions CO	Unit Price	\$19.00	\$64.00	\$1,400.00	\$159.00	\$85.00	\$4.00	\$18.00	\$63.00	\$2,100.00
601 North Main Street	Item Cost	\$1,805.00	\$4,032.00	\$11,200.00	\$2,385.00	\$3,825.00	\$2,064.00	\$1,224.00	\$17,010.00	\$2,100.00
Elgin TX 78621										
Lowden Excavating Inc	Unit Price	\$95.36	\$174.63	\$1,787.50	\$114.14	\$141.44	\$6.00	\$3.90	\$30.00	\$1,758.40
PO Box 1769	Item Cost	\$9,059.20	\$11,001.69	\$14,300.00	\$1,712.10	\$6,364.80	\$3,096.00	\$265.20	\$8,100.00	\$1,758.40
Wimberley TX 78676										
JKB Construction Company LLC	Unit Price	\$39.00	\$59.00	\$1,600.00	\$95.00	\$33.00	\$3.00	\$3.00	\$50.00	\$2,300.00
PO Box 1001	Item Cost	\$3,705.00	\$3,717.00	\$12,800.00	\$1,425.00	\$1,485.00	\$1,548.00	\$204.00	\$13,500.00	\$2,300.00
Liberty Hill Texas 78642										

\*MATHEMATICAL ERRORS CORRECTED

**BID TABULATION**  
Bid Date: October 31, 2017

Project: Project: 2016 Drainage Improvements  
Owner: Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
Checked By: PMG

	Bid Item	10-D	Total of Alternate Bid D Items
	Description	Mailbox Adjutments	
	Quantity	1	
Bidder	Unit	EA	
Denbow Company Inc.	Unit Price /	\$150.00	\$29,409.00
300 Mercer Street Ste. 101			
Dripping Springs, TX 78620	Item Cost	\$150.00	
Underground Water Solutions CO	Unit Price /	\$360.00	\$46,005.00
601 North Main Street			
Elgin TX 78621	Item Cost	\$360.00	
Lowden Excavating Inc	Unit Price /	\$2,174.25	\$57,831.64
PO Box 1769			
Wimberley TX 78676	Item Cost	\$2,174.25	
JKB Construction Company LLC	Unit Price /	\$500.00	\$41,184.00
PO Box 1001			
Liberty Hill Texas 78642	Item Cost	\$500.00	

\*MATHEMATICAL ERRORS CORRECTED

**JAY ENGINEERING COMPANY, INC.**  
**P.O. Box 1220 (512) 259-3882**  
**Leander, TX 78646 Fax 259-8016**  
*Texas Registered Engineering Firm F-4780*

November 8, 2017

Honorable Rita G. Jonse, Mayor  
City of Manor  
P.O. Box 387  
Manor, TX 78653

Re: 2016 Drainage Improvements  
Letter of Bid Rejection Recommendation

Dear Mayor Jonse:

Bids were publicly opened and read on October 31, 2017 for the above referenced project. As reflected on the attached Bid Tabulation, four (4) responsive bids were received.

A fifth bid proposal from Beck-Reit & Sons, Ltd. was received and was non-responsive as it did not use the revised Contractor's Proposal from Addendum No. 1. Although Addendum No. 1 was acknowledged by Beck-Reit & Sons Ltd. in their bid, the incorrect Contractor's Proposal was used for the basis of their bid. As a result, the bid was not comparable to the other bids.

Beck-Reit & Sons, Ltd. has contacted our office and indicated that they assume their bid will be considered non-responsive. It our recommendation that the City of Manor declare the Beck-Reit & Sons, Ltd. bid non-responsive and reject the bid. Please call if you should have any questions in this regard.

Sincerely,



Pauline M. Gray, P.E.

PMG/s

Enclosure

PN: 100-074-20

**JAY ENGINEERING COMPANY, INC.**  
**P.O. Box 1220 (512) 259-3882**  
**Leander, TX 78646 Fax 259-8016**  
*Texas Registered Engineering Firm F-4780*

November 8, 2017

Honorable Rita G. Jonse, Mayor  
City of Manor  
P.O. Box 387  
Manor, TX 78653

Re: 2016 Drainage Improvements  
Letter of Award Recommendation

Dear Mayor Jonse:

Bids were publicly opened and read on October 31, 2017 for the above-referenced project. A total of five bids were submitted for the project. As reflected on the attached Bid Tabulation, there were four (4) bids that were declared responsive. A fifth bid was received but was declared non-responsive. The lowest, responsive, responsible bidder is Denbow Company, Inc. We have contacted this bidder and confirmed he wants the contract at the amount bid.

As a result of our evaluation and verification of contractor references, we hereby recommend the City award a construction contract to Denbow Company, Inc. in the amount of \$295,885.00 for all Base Bid work and Alternate Bids A through D work, with final amounts dependent on the actual installed quantities. Our office has confirmed with City Staff that the project is within budgeted amounts and is therefore within the fundable range.

We have prepared a Notice of Award and Agreement for execution by you in the event the City Council votes to follow this recommendation. Once the Contractor signs the Agreement and all bond and insurance requirements have been satisfied, a Notice to Proceed will be issued. Under the General Conditions of the Agreement, the Contractor shall begin construction within ten (10) days of the Notice to Proceed and substantially complete the project within one hundred and twenty (120) calendar days excluding any justified delays. Please call if you should have any questions in this regard.

Sincerely,



Pauline M. Gray, P.E.

PMG/s

Enclosure

PN: 100-074-20

**BID TABULATION**  
 Bid Date: October 31, 2017

Project: 2016 Drainage Improvements  
 Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
 Checked By: PMG

Bid Item	1	2	3	4	5	6	7	8
Description	Unclassified Excavation including disposal	Clean Existing CMP	12" Safety End Treatment including excavation, formwork, reinforcing concrete, backfill, grading	18" CMP including excavation, backfill, grading, mitering	18" Safety End Treatment including excavation, formwork, reinforcing concrete, backfill, grading	24" CMP, including excavation, backfill, grading, mitering	24" Safety End Treatment including excavation, formwork, reinforcing concrete, backfill, grading	Waterline Crossing Adjustment, 6" Dia. and Less, including all excavation, pipe, fittings, restraints, blocking, embedment, backfill, grading
Quantity	1,725	2	2	255	28	300	24	5
Unit	CY	EA	EA	LF	EA	LF	EA	EA
Unit Price	\$15.00	\$2,700.00	\$560.00	\$87.00	\$800.00	\$93.00	\$875.00	\$4,095.00
Item Cost	\$25,875.00	\$5,400.00	\$1,120.00	\$22,185.00	\$22,400.00	\$27,900.00	\$21,000.00	\$20,475.00
Unit Price	\$15.00	\$1,000.00	\$1,100.00	\$80.00	\$1,170.00	\$85.00	\$1,280.00	\$3,200.00
Item Cost	\$25,875.00	\$2,000.00	\$2,200.00	\$20,400.00	\$32,760.00	\$25,500.00	\$30,720.00	\$16,000.00
Unit Price	\$67.18	\$2,600.00	\$1,365.00	\$154.53	\$1,787.50	\$129.08	\$2,184.00	\$2,209.20
Item Cost	\$115,885.50	\$5,200.00	\$2,730.00	\$39,405.15	\$50,050.00	\$38,724.00	\$52,416.00	\$11,046.00
Unit Price	\$39.00	\$3,000.00	\$1,200.00	\$59.00	\$1,600.00	\$62.00	\$2,000.00	\$4,750.00
Item Cost	\$67,275.00	\$6,000.00	\$2,400.00	\$15,045.00	\$44,800.00	\$18,600.00	\$48,000.00	\$23,750.00

\*MATHEMATICAL ERRORS CORRECTED



**BID TABULATION**  
 Bid Date: October 31, 2017

Project: 2016 Drainage Improvements  
 Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
 Checked By: PMG

	Bid Item	9	10	11	12	13	14	15	16
	Description	Water Service Adjustments, including water meter adjustment	Mailbox Adjustments	Cleanout adjustments	HMAC Driveway repair including excavation, subgrade preparation, base and compaction	Gravel Driveway Repair, including subgrade prep, 6" flex base and compaction	Asphalt Pavement Repair, including saw cut, base, prime, HMAC, and replacement of pavement	Temporary Traffic Controls	Small Roadside Sign Assemblies, including signs, supports, foundations, hardware and all other incidentals
	Quantity	3	4	1	21	86	180	1	9
Bidder	Unit	EA	EA	EA	LF	LF	LF	LS	EA
Denbow Company Inc.	Unit Price	\$500.00	\$155.00	\$640.00	\$42.00	\$48.00	\$57.00	\$3,000.00	\$500.00
300 Mercer Street Ste. 101	Item Cost	\$1,500.00	\$620.00	\$640.00	\$882.00	\$4,128.00	\$10,260.00	\$3,000.00	\$4,500.00
Dripping Springs, TX 78620									
Underground Water Solutions CO	Unit Price	\$2,100.00	\$360.00	\$1,000.00	\$159.00	\$48.00	\$150.00	\$8,500.00	\$687.00
601 North Main Street	Item Cost	\$6,300.00	\$1,440.00	\$1,000.00	\$3,339.00	\$4,128.00	\$27,000.00	\$8,500.00	\$6,183.00
Elgin TX 78621									
Lowden Excavating Inc	Unit Price	\$1,758.40	\$2,174.25	\$1,160.25	\$64.40	\$100.67	\$54.66	\$37,303.50	\$650.00
PO Box 1769	Item Cost	\$5,275.20	\$8,697.00	\$1,160.25	\$1,352.40	\$8,657.62	\$9,838.80	\$37,303.50	\$5,850.00
Wimberley TX 78676									
JKB Construction Company LLC	Unit Price	\$2,400.00	\$500.00	\$2,200.00	\$95.00	\$33.00	\$140.00	\$7,500.00	\$500.00
PO Box 1001	Item Cost	\$7,200.00	\$2,000.00	\$2,200.00	\$1,995.00	\$2,838.00	\$25,200.00	\$7,500.00	\$4,500.00
Liberty Hill Texas 78642									

\*MATHEMATICAL ERRORS CORRECTED

**BID TABULATION**  
 Bid Date: October 31, 2017

Project: 2016 Drainage Improvements  
 Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
 Checked By: PMG

Bid Item	17	18	19	20	21	22	
<b>Description</b>	Silt fence including inspection, maintenance, removal	Restoration and Revegetation, including watering, complete and in place, measured along ditch centerline	Tree Removal including Stump Removal (cut down tree, grind stump & backfill)	Valve Box Adjustments	Remove existing 12" culvert	Flowable Backfill	<b>Total of Bid Items</b>
<b>Quantity</b>	335	3,745	1	1	1	80	
<b>Bidder</b>	<b>Unit</b>	LF	LF	EA	EA	EA	CY
Denbow Company Inc.	<b>Unit Price</b>	\$4.00	\$2.00	\$600.00	\$500.00	\$309.00	\$172.00
300 Mercer Street Ste. 101	<b>Item Cost</b>	\$1,340.00	\$7,490.00	\$600.00	\$500.00	\$309.00	\$13,760.00
Dripping Springs, TX 78620							
Underground Water Solutions CO	<b>Unit Price</b>	\$3.00	\$4.00	\$800.00	\$520.00	\$500.00	\$120.00
601 North Main Street	<b>Item Cost</b>	\$1,005.00	\$14,980.00	\$800.00	\$520.00	\$500.00	\$9,600.00
Elgin TX 78621							
Lowden Excavating Inc	<b>Unit Price</b>	\$3.25	\$5.92	\$650.00	\$718.25	\$7,598.50	\$157.30
PO Box 1769	<b>Item Cost</b>	\$1,088.75	\$22,170.40	\$650.00	\$718.25	\$7,598.50	\$12,584.00
Wimberley TX 78676							
JKB Construction Company LLC	<b>Unit Price</b>	\$2.20	\$3.00	\$2,000.00	\$900.00	\$1,100.00	\$200.00
PO Box 1001	<b>Item Cost</b>	\$737.00	\$11,235.00	\$2,000.00	\$900.00	\$1,100.00	\$16,000.00
Liberty Hill Texas 78642							

\*MATHEMATICAL ERRORS CORRECTED

**BID TABULATION**  
 Bid Date: October 31, 2017

Project: 2016 Drainage Improvements  
 Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
 Checked By: PMG

Bid Item	1-A	2-A	3-A	4-A	5-A	6-A	
Description	Telephone Pedestal Adjustments	Unclassified Excavation including disposal	18" CMP including excavation, backfill, grading, mitering	18" Safety End Treatment including excavation, formwork, reinforcing concrete, backfill, grading	Gravel Driveway Repair, including subgrade prep, 6" flex base and compaction	Restoration and Revegetation, including watering, complete and in place, measured along ditch centerline	Total of Alternate Bid A Items
Quantity	1	214	78	10	68	548	
Bidder	Unit	EA	CY	LF	EA	LF	LF
Denbow Company Inc.	Unit Price	\$879.00	\$15.00	\$84.00	\$730.00	\$44.00	\$2.00
300 Mercer Street Ste. 101	Item Cost	\$879.00	\$3,210.00	\$6,552.00	\$7,300.00	\$2,992.00	\$1,096.00
Dripping Springs, TX 78620							
Underground Water Solutions CO	Unit Price	\$2,388.00	\$19.00	\$64.00	\$1,400.00	\$48.00	\$4.00
601 North Main Street	Item Cost	\$2,388.00	\$4,066.00	\$4,992.00	\$14,000.00	\$3,264.00	\$2,192.00
Elgin TX 78621							
Lowden Excavating Inc	Unit Price	\$650.00	\$50.87	\$176.06	\$1,787.50	\$79.63	\$3.90
PO Box 1769	Item Cost	\$650.00	\$10,886.18	\$13,732.68	\$17,875.00	\$5,414.84	\$2,137.20
Wimberley TX 78676							
JKB Construction Company LLC	Unit Price	\$1,500.00	\$39.00	\$59.00	\$1,600.00	\$33.00	\$3.00
PO Box 1001	Item Cost	\$1,500.00	\$8,346.00	\$4,602.00	\$16,000.00	\$2,244.00	\$1,644.00
Liberty Hill Texas 78642							

\*MATHEMATICAL ERRORS CORRECTED

**BID TABULATION**  
 Bid Date: October 31, 2017

Project: 2016 Drainage Improvements  
 Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
 Checked By: PMG

	Bid Item	1-B	2-B	3-B	4-B	5-B	6-B	7-B	8-B	
	Description	Unclassified Excavation including disposal	18" CMP including excavation, backfill, grading, mitering	18" Safety End Treatment including excavation, formwork, reinforcing concrete, backfill, grading	HMAC Driveway repair including excavation, subgrade preparation, base and compaction	Concrete Driveway Repair, including excavation, subgrade preparation, formwork, reinforcing	Gravel Driveway Repair, including subgrade prep, 6" flex base and compaction	Small Roadside Sign Assemblies, including signs, supports, foundations, hardware and all other incidentals	Restoration and Revegetation, including watering, complete and in place, measured along ditch centerline	Total of Alternate Bid B Items
	Quantity	221	169	10	9	8	86	1	510	
Bidder	Unit	CY	LF	EA	LF	LF	LF	EA	LF	
Denbow Company Inc. 300 Mercer Street Ste. 101 Dripping Springs, TX 78620	Unit Price  Item Cost	\$15.00 \$3,315.00	\$84.00 \$14,196.00	\$730.00 \$7,300.00	\$92.00 \$828.00	\$458.00 \$3,664.00	\$44.00 \$3,784.00	\$550.00 \$550.00	\$2.00 \$1,020.00	\$34,657.00
Underground Water Solutions CO 601 North Main Street Elgin TX 78621	Unit Price  Item Cost	\$19.00 \$4,199.00	\$64.00 \$10,816.00	\$1,400.00 \$14,000.00	\$159.00 \$1,431.00	\$300.00 \$2,400.00	\$48.00 \$4,128.00	\$687.00 \$687.00	\$4.00 \$2,040.00	\$39,701.00
Lowden Excavating Inc PO Box 1769 Wimberley TX 78676	Unit Price  Item Cost	\$41.75 \$9,226.75	\$147.13 \$24,864.97	\$1,787.50 \$17,875.00	\$160.07 \$1,440.63	\$301.83 \$2,414.64	\$87.76 \$7,547.36	\$650.00 \$650.00	\$3.68 \$1,876.80	\$65,896.15
JKB Construction Company LLC PO Box 1001 Liberty Hill Texas 78642	Unit Price  Item Cost	\$39.00 \$8,619.00	\$59.00 \$9,971.00	\$1,600.00 \$16,000.00	\$95.00 \$855.00	\$250.00 \$2,000.00	\$33.00 \$2,838.00	\$500.00 \$500.00	\$3.00 \$1,530.00	\$42,313.00

\*MATHEMATICAL ERRORS CORRECTED

**BID TABULATION**  
 Bid Date: October 31, 2017

Project: 2016 Drainage Improvements  
 Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
 Checked By: PMG

Bid Item	1-C	2-C	3-C	4-C	5-C	6-C	7-C	
<b>Description</b>	Unclassified Excavation including disposal	18" CMP including excavation, backfill, grading, mitering	18" Safety End Treatment including excavation, formwork, reinforcing concrete, backfill.	HMAC Driveway repair including excavation, subgrade preparation, base and compaction	Gravel Driveway Repair, including subgrade prep, 6" flex base and compaction	Restoration and Revegetation, including watering, complete and in place, measured along ditch centerline	Tree Protection Fencing	<b>Total of Alternate Bid C Items</b>
<b>Quantity</b>	150	45	6	11	29	522	82	
<b>Bidder</b>	<b>Unit</b>	CY	LF	EA	LF	LF	LF	
Denbow Company Inc.	<b>Unit Price</b>	\$15.00	\$84.00	\$730.00	\$92.00	\$44.00	\$2.00	\$2.00
300 Mercer Street Ste. 101								
Dripping Springs, TX 78620	<b>Item Cost</b>	\$2,250.00	\$3,780.00	\$4,380.00	\$1,012.00	\$1,276.00	\$1,044.00	\$164.00
Underground Water Solutions CO	<b>Unit Price</b>	\$19.00	\$64.00	\$1,400.00	\$170.00	\$85.00	\$4.00	\$18.00
601 North Main Street								
Elgin TX 78621	<b>Item Cost</b>	\$2,850.00	\$2,880.00	\$8,400.00	\$1,870.00	\$2,465.00	\$2,088.00	\$1,476.00
Lowden Excavating Inc	<b>Unit Price</b>	\$67.71	\$182.06	\$1,787.50	\$139.19	\$74.91	\$5.59	\$3.90
PO Box 1769								
Wimberley TX 78676	<b>Item Cost</b>	\$10,156.50	\$8,192.70	\$10,725.00	\$1,531.09	\$2,172.39	\$2,917.98	\$319.80
JKB Construction Company LLC	<b>Unit Price</b>	\$39.00	\$59.00	\$1,600.00	\$95.00	\$33.00	\$3.00	\$3.00
PO Box 1001								
Liberty Hill Texas 78642	<b>Item Cost</b>	\$5,850.00	\$2,655.00	\$9,600.00	\$1,045.00	\$957.00	\$1,566.00	\$246.00

\*MATHEMATICAL ERRORS CORRECTED

**BID TABULATION**  
 Bid Date: October 31, 2017

Project: 2016 Drainage Improvements  
 Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
 Checked By: PMG

	Bid Item	1-D	2-D	3-D	4-D	5-D	6-D	7-D	8-D	9-D
	Description	Unclassified Excavation including disposal	18" CMP including excavation, backfill, grading, mitering	18" Safety End Treatment including excavation, formwork, reinforcing concrete, backfill, grading	HMAC Driveway repair including excavation, subgrade preparation, base and compaction	Gravel Driveway Repair, including subgrade prep, 6" flex base and compaction	Restoration and Revegetation, including watering, complete and in place, measured along ditch centerline	Tree Protection Fencing	Lower existing parallel waterline 4" Dia. And less including all excavation, pipe, fittings, restraints, blocking, embedment, backfill, grading	Water Service Adjustments, including water meter adjustment
	Quantity	95	63	8	15	45	516	68	270	1
Bidder	Unit	CY	LF	EA	LF	LF	LF	LF	LF	EA
Denbow Company Inc.	Unit Price	\$15.00	\$84.00	\$730.00	\$92.00	\$44.00	\$2.00	\$7.50	\$42.00	\$460.00
300 Mercer Street Ste. 101	Item Cost	\$1,425.00	\$5,292.00	\$5,840.00	\$1,380.00	\$1,980.00	\$1,032.00	\$510.00	\$11,340.00	\$460.00
Dripping Springs, TX 78620										
Underground Water Solutions CO	Unit Price	\$19.00	\$64.00	\$1,400.00	\$159.00	\$85.00	\$4.00	\$18.00	\$63.00	\$2,100.00
601 North Main Street	Item Cost	\$1,805.00	\$4,032.00	\$11,200.00	\$2,385.00	\$3,825.00	\$2,064.00	\$1,224.00	\$17,010.00	\$2,100.00
Elgin TX 78621										
Lowden Excavating Inc	Unit Price	\$95.36	\$174.63	\$1,787.50	\$114.14	\$141.44	\$6.00	\$3.90	\$30.00	\$1,758.40
PO Box 1769	Item Cost	\$9,059.20	\$11,001.69	\$14,300.00	\$1,712.10	\$6,364.80	\$3,096.00	\$265.20	\$8,100.00	\$1,758.40
Wimberley TX 78676										
JKB Construction Company LLC	Unit Price	\$39.00	\$59.00	\$1,600.00	\$95.00	\$33.00	\$3.00	\$3.00	\$50.00	\$2,300.00
PO Box 1001	Item Cost	\$3,705.00	\$3,717.00	\$12,800.00	\$1,425.00	\$1,485.00	\$1,548.00	\$204.00	\$13,500.00	\$2,300.00
Liberty Hill Texas 78642										

\*MATHEMATICAL ERRORS CORRECTED

**BID TABULATION**  
Bid Date: October 31, 2017

Project: Project: 2016 Drainage Improvements  
Owner: Owner: City of Manor, Texas

Engineer: Jay Engineering Co. Inc.  
Checked By: PMG

	Bid Item	10-D	Total of Alternate Bid D Items
	Description	Mailbox Adjusments	
	Quantity	1	
Bidder	Unit	EA	
Denbow Company Inc.	Unit Price /	\$150.00	\$29,409.00
300 Mercer Street Ste. 101			
Dripping Springs, TX 78620	Item Cost	\$150.00	
Underground Water Solutions CO	Unit Price /	\$360.00	\$46,005.00
601 North Main Street			
Elgin TX 78621	Item Cost	\$360.00	
Lowden Excavating Inc	Unit Price /	\$2,174.25	\$57,831.64
PO Box 1769			
Wimberley TX 78676	Item Cost	\$2,174.25	
JKB Construction Company LLC	Unit Price /	\$500.00	\$41,184.00
PO Box 1001			
Liberty Hill Texas 78642	Item Cost	\$500.00	

\*MATHEMATICAL ERRORS CORRECTED



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 15, 2017

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action to accept the resignation of Deja Hill from Place No. 2 and Charles Russell Jr. from Place No. 4 on the Planning and Zoning Commission (P&Z); and Declare Vacancies on the P&Z Commission.

---

### BACKGROUND/SUMMARY:

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Resignation Letter for Deja Hill

Resignation Letter for Charles Russell

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council accept the resignation of Deja Hill from Place No. 2 and Charles Russell Jr. from Place No. 4 on the Planning and Zoning Commission (P&Z); and Declare Vacancies on the P&Z Commission.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



Deja Hill  
November 09, 2017

City of Manor  
Planning & Council Commission

Dear Lluvia Tijerina:

This letter serves as my formal resignation from the City of Manor Planning and Zoning Commission Place 2 effective November 20, 2017.

I have thoroughly enjoyed serving on the P&Z Commission. Due to my election to City Council Place 5, I am no longer able to serve on P&Z. I appreciate the opportunity City Council has provided to me with P&Z.

Thank you for the opportunity, and best wishes to P&Z and the other members going forward.

Sincerely,

Deja Hill  
Planning and Zoning Commissioner Place 5

November 9<sup>th</sup>, 2017:

Dear City of Manor,

I would like to thank you for allowing me to volunteer for almost 2 years in efforts to create a city I would be proud to raise future children. It was always the plan to stay and help Manor shape its business and entertainment sectors as well as residential; unfortunately, due to conflict with my new work schedule, I am no longer able to hold a position on the Planning & Zoning Commission. Effective Immediately, I am resigning from Planning and Zoning Committee Seat 4. I wish you all good luck in building Manor to its potential and please do not hesitate to contact me for future volunteer opportunities, preferably during the beginning of the week.

Respectfully,

Charles Russell Jr

Presidential Glen Resident

Manor, TX



## AGENDA ITEM SUMMARY FORM

PROPOSED MEETING DATE: November 15, 2017

PREPARED BY: Scott Dunlop, Planning Coordinator

DEPARTMENT: Development Services

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### AGENDA ITEM DESCRIPTION:

Consideration, discussion, and possible action on a development agreement with U-Pull-It Auto Parts.

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### BACKGROUND/SUMMARY:

The owner of the property is proposing an auto sales/auto salvage business. This property is proposed to be annexed on November 30th. Under State statute there are certain vested rights claims that could be made. Understanding those claims, the City and the Owner have entered consideration of a development agreement that outlines what development regulations will apply to the property. The DA proposes to develop the property under Light Industrial standards. It is proposed to be zoned C-2 (upon application for a rezoning). If the property never develops and the vested rights claim expire, the property would be held to the development standards of C-2.

PRESENTATION: ☐ YES ☒ NO

ATTACHMENTS: ☒ YES (IF YES, LIST IN ORDER TO BE PRESENTED) ☐ NO

Development Agreement

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### STAFF RECOMMENDATION:

It is City staff's recommendation that the City Council approve the terms of a development agreement with U-Pull-It Auto Parts.

PLANNING & ZONING COMMISSION: ☐ RECOMMENDED APPROVAL ☐ DISAPPROVAL ☐ NONE



Gary Johnson

# What is UPI Auto Parts

- ▶ We are a family owned and operated vehicle recycling company
- ▶ 25 years of experience
- ▶ Operated 10 yards in total
- ▶ 2 yards currently in operation

## What do we do ?

- ▶ We buy end of life vehicles
- ▶ We help our customers get quality used parts
- ▶ We help the environment and economy





# Business model and our customers



- ▶ 4000 customers per month
- ▶ Diverse customer base
- ▶ 50% to 80% off used parts
- ▶ Buying recycled parts helps our customers save money while helping the environment

# Our recycling process



- ▶ Our yards are designed to keep our recycling areas non accessible to customer
- ▶ We follow all EPA regulations and safety standards
- ▶ We strive to provide a safe and clean environment for customers and employees
- ▶ All our cars and trucks are drained of all fluids before they are placed on the yard
- ▶ Average time on yard is 3 months per vehicle

# We buy end of life vehicles



- ▶ We buy and recycle upwards of 400 cars and trucks per month running or not
- ▶ We offer our customer free towing and hassle free transactions
- ▶ Helps keep the community clean of end of life vehicles



# Recycling Industry Overview



- ▶ 16<sup>th</sup> Largest industry in United States
- ▶ Contributing \$25 billion per year to the national GDP
- ▶ Automobiles are the most recycled consumer product in the world today
- ▶ Automotive recyclers spent approximately \$50 million on environmental compliance
- ▶ Every year, over 25 million tons of materials are recycled from end of life vehicles

# Environment and economic impact

- ▶ Over 12 million vehicles recycled every year
- ▶ 85 million barrels of oil saved in making new and replacement parts
- ▶ More than 14 million tons of recycled steel is derived from recycled vehicles
- ▶ Approximately 90 percent of aluminum of a vehicle is recovered and recycled
- ▶ Automotive recycling industry supplies around 37 percent of all ferrous metal to blast furnaces and smelters across the United States of America
- ▶ Automobile recycling industry in United States provides sufficient steel to produce roughly 9 million new vehicles



## **Rogers Nov 2013 – Present**

**Total Over all Taxes paid to Sept 2017**

**\$353,308.27**

**Wholesale Revenue to Sept 2017**

**\$4,228,626.80**

**Total Overall Revenue to Sept 2017**

**\$8,521,856.65**

## **Beaumont Oct 2014 to Present**

**Total Over all Taxes paid to Sept 2017**

**\$246,679.19**

**Wholesale Revenue to Sept 2017**

**\$3,180,720.71**

**Total Overall Revenue to Sept 2017**

**\$7,126,391.39**

# Projected benefits for the city of Manor

- ▶ Collection of property taxes
- ▶ Collection of sales taxes (Project annual gross income 2.5 million)
- ▶ Create 16 local jobs
- ▶ We purchase our inventory locally and from the surrounding areas
- ▶ Helps clean up the city of old end of life vehicles



Thank you

## SUMMARY FOR CITY OF MANOR P & Z MEETING

November 8, 2017

14719 US Highway 290 E

Manor, Texas 78653

### Background:

1. Approximately 17.67 acres being purchased (the “**Tract**”) by Johnson Trust Investments, LLC, an Arkansas limited liability company (the “**Developer**”), from Mb & Ms Enterprises, Inc., a \_\_\_\_\_ corporation (the “**Owner**”). Per the terms of the Development Agreement (“**Agreement**”), Developer must close on the Tract on or before April 30, 2018 or the Agreement will terminate.
2. Austin U-Pull-It Auto Parts, Inc., a Texas corporation (the “**Developer’s Affiliate 1**”) wants to conduct a recycling operations (outdoor) automobile salvage and wrecking yard business with stored open and/or outdoor storage and car crushing facility and open display used motor vehicle sales with minor automotive repairs related thereto “**Development Plan 1**” on 10.4 acres, more as less, as shown on attached Exhibit “A” (“**Tract 1**”) with use of detention pond related elsewhere on the Tract.
3. An affiliate of Developer, which is not yet created (the “**Developer’s Affiliate 2**”), wants to conduct a commercial office/retail warehouse storage with outdoor merchandise and/or outdoor storage business “**Development Plan 2**” on 7.31 acres, more or less, as shown on attached Exhibit “A” (“**Tract 2**”).

**Zoning:** Proposed zoning following closing by Developer would be District C-2 (Section 2.01 of the Development Agreement).

**Development Plan 1:** After closing on the Tract by Developer, Developer’s Affiliate 1 will obtain a certificate of occupancy and/or certificate of completion for Development Plan 1 on or before October 31, 2019 in compliance with the development standards of IN-1 with the additional development standards and uses described below:

**Use:** Recycling operations (outdoor) automobile salvage and wrecking yard business with stored open and/or outdoor storage and car crushing facility and open display used motor vehicle sales with minor automotive repairs related thereto

### Development Standards:

1. Subject to applicable regulations, Developer, Developer’s Affiliate 1, and/or Developer’s Affiliate 2 shall be allowed to have a water well and septic, at its/their discretion.
2. Section 3.03 of the Agreement – may finance Subdivision Improvements but are not required to do so.
3. Developer, Developer’s Affiliate 1, and/or Developer’s Affiliate 2 may install 9-foot fence on Tract 1. Developer 1 shall screen salvage vehicles stored or processed on Tract 1.

4. The portions of the property in Development Phase 1 with the used motor vehicle sales shall be improved with an all-weather surface that complies with the Applicable Regulations. The areas marked on Exhibit “A” may be improved with a surface of flex-based material, and Developer’s Affiliate will dispose of all automotive fluids in a manner that is compliant with applicable local, state, and federal regulations and that minimizes environmental impact. SB-2 gravel may be used as needed to comply with regulations related to dust control.

**Development Plan 2:** After closing on the Tract by Developer, Developer’s Affiliate 2 will obtain a certificate of occupancy and/or certificate of completion for Development Plan 2 on or before April 30, 2021 in compliance with the development standards of District C-2 with the additional development standards and uses described below:

**Use:** commercial office/retail warehouse storage with outdoor merchandise and/or outdoor storage business

**Development Standards:**

1. Subject to applicable regulations, Developer, Developer’s Affiliate 1, and/or Developer’s Affiliate 2 shall be allowed to have a water well and septic, at its/their discretion.
2. Section 3.03 of the Agreement – may finance Subdivision Improvements but are not required to do so.
3. Developer, Developer’s Affiliate 1, and/or Developer’s Affiliate 2 may install 9-foot fence on Tract 2. Developer 2 shall screen outdoor storage areas on Tract 2.
4. The areas indicated on Exhibit “A” as Development Plan 2 may be improved with a surface of flex-based material gravel surface with SB-2 gravel as may be needed to comply with regulations to related to dust control. The driveways and parking in such area of Development Plan 2 shall be improved with an all-weather surface that complies with the Applicable Regulations.

# EXHIBIT A

HWY. 290

MOTOR VEHICLE SALES  
ALL-WEATHER SURFACE

FLEX BASE

APPROXIMATE  
LOCATION FOR  
DEVELOPMENT PLAN 1  
10.40 ACRES  
TRACT 1

APPROXIMATE  
LOCATION FOR  
DEVELOPMENT PLAN 2  
7.31 ACRES  
TRACT 2



SCALE 1" = 200'

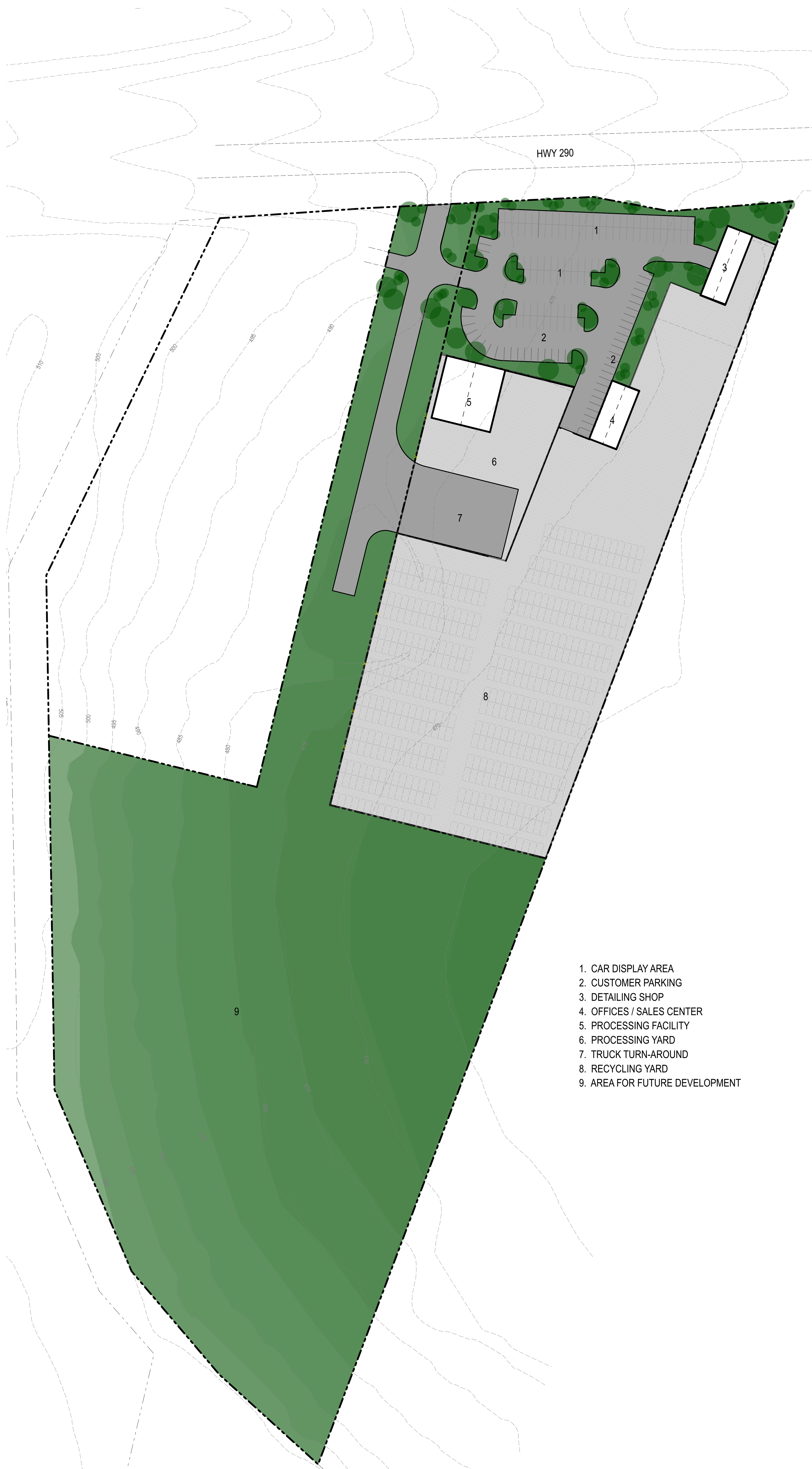
Optimized  
Engineering

11-8-2017

www.optimizedeng.com

F-15307





1. CAR DISPLAY AREA
2. CUSTOMER PARKING
3. DETAILING SHOP
4. OFFICES / SALES CENTER
5. PROCESSING FACILITY
6. PROCESSING YARD
7. TRUCK TURN-AROUND
8. RECYCLING YARD
9. AREA FOR FUTURE DEVELOPMENT

UPI AUTO PARTS : PROPOSED SITE MASTER PLAN





UPI AUTO PARTS : ENLARGED SITE PLAN



UPI AUTO PARTS : OVERHEAD VIEW - MAIN PARKING LOT



## DEVELOPMENT AGREEMENT FOR U-PULL IT AUTO PARTS

This Development Agreement Agreement for U-Pull It Auto Parts (the “**Agreement**”) is made, entered into, and effective, as of the \_\_\_\_ day of \_\_\_\_\_, 2017 (the “**Effective Date**”) by and between the City of Manor, a Texas home-rule municipal corporation (the “**City**”), and \_\_\_\_\_, a \_\_\_\_\_, its authorized and approved successors and assigns (the “**Owner**”). The City and the Owner are sometimes referred to herein as the “**Parties**.” The Parties hereby contract, covenant and agree as follows.

### Purposes, Consideration, Term and Termination

**1.01. Purpose.** Owner has entered a contract to sell approximately \_\_\_\_ acres of land, more or less, being more particularly described in Exhibit “A” attached hereto and incorporated herein for all purposes (the “**Tract**”), to \_\_\_\_\_, a \_\_\_\_\_ (*entity type*) (the “**Developer**”). The Developer intends, after closing, to develop a portion of the Tract (such portion generally shown on Exhibit “B” attached hereto and incorporated herein for all purposes, (the “**Property**”), for used car sales and an automotive recycling and salvage yard operating under the business name U-Pul It Auto Parts in accordance with the development plan attached hereto as Exhibit “B” (the “**Development Plan**”). The Property is located within the extraterritorial jurisdiction (“**ETJ**”) of the City. The City is in the process of annexing the Property. The Parties desire to establish development standards for the Project to provide certainty and assurance of the development regulations applicable to the development of the Project.

### 1.02. General Benefits; Acknowledgement of Consideration.

(a) Owner will benefit from the certainty and assurance of the development regulations applicable to the development of the Property as such are necessary for the Developer to close on the acquisition of the Property. Owner has voluntarily elected to enter into and accept the benefits of this Agreement and will benefit from: (1) the certainty and assurance of the development and use of the Property in accordance with this Agreement; and (2) the establishment of regulations applicable to the development of the Property. The City will benefit from this Agreement by virtue of its control over the development standards for the Property as herein provided.

(b) The benefits to the Parties set forth above, plus the mutual promises expressed herein, are good and valuable consideration for this Agreement, the sufficiency of which is hereby acknowledged by the Parties.

**1.03. Term of Agreement; Termination.** The term of this Agreement shall be \_\_\_\_ (\_\_\_\_) years from the Effective Date, and upon the expiration of this Agreement any and all rights pursuant to this Agreement shall expire; provided that: (a) this Agreement will automatically terminate on April 30, 2018 if the Developer has not acquired the Property and provided the City with written notice of such acquisition; (b) this Agreement will automatically terminate and expire if the Owner sells the Property to an individual or entity other than the Developer; and (c) this Agreement will terminate and expire earlier if Owner defaults in the performance of this Agreement and the default is not timely cured as provided in this Agreement or the Property is fully developed and built-out by Owner. If the Developer acquires the Property and fails to obtain a certificate of occupancy and/or certificate of completion for the Project by \_\_\_\_\_, 2019, the City may terminate this Agreement, which termination will be effective on the thirtieth (30<sup>th</sup>) day following the date of delivery of written notice of termination to the Developer.

### Zoning and Annexation; Sequence of Events

#### 2.01. Zoning.

(a) After annexation of the Property, the Owner will submit an application for zoning of the Property to **District C-2**, with the additional uses and development standards set forth in Section \_\_\_\_\_. It is the intent of the City to zone the Property in the manner described in this Section. The zoning of the Property shall be subject to the process, notices, hearings and procedures applicable to all other properties within the City. If the City does not zone the Property as provided in this Section, unless Owner substantially amends or abandons the Project, defaults under this Agreement, or permits its Chapter 245 rights to expire, the Property shall be and remain entitled to the rights and benefits provided in this Agreement, including, but not limited to, the development standards and uses described in Section \_\_\_\_\_.

(b) If the City does not zone the Property as provided in this Section, then, unless the Owner: (a) substantially amends the Project from what is described in the Development Plan and this Agreement; (b) abandons the Project; (c) defaults under this Agreement and fails to cure such default within the applicable Cure Period; or (d) permits its Chapter 245 rights to expire; the Owner and the Property shall be and remain entitled to the rights and benefits provided in this Agreement notwithstanding such inaction by the City.

**2.02. Annexation.** Owner consents to and requests that the City approve annexation of the Property. Owner accepts the municipal services plan for the Property attached as Exhibit “C” as good, sufficient and acceptable.

**2.03. Contemplated Sequence of Events.** The sequence of events contemplated by this Agreement is as follows:

- (a) Approval of this Agreement by the City and Owner;
- (b) Acquisition of the Property by the Developer and assignment of this Agreement to the Developer;
- (c) Submission of the zoning application by the Developer;
- (d) Adoption of an ordinance zoning the Property.
- (e) Submittal and approval of subdivision, site development, and building permit applications for the development and construction of the Project (herein defined).

### **Development of the Property**

**3.01. The Project.** The Property will be developed for (a) automotive sales; and (b) automotive recycling and salvage (the “**Land Uses**”), substantially in accordance with the Development Plan, as which may be amended with the consent of the City, this Agreement and the Applicable Regulations (the “**Project**”).

**3.02. Applicable Regulations; Development Standards.** Owner shall plan, plat, build-out and complete development and infrastructure on the Property in compliance with good engineering practices, the applicable federal and state laws, rules and regulations, the Development Plan, the Land Uses, the City’s Code of Ordinance as modified by this Agreement, the development standards for the Light Industrial – District IN-1 zoning district, except as modified in Exhibit “D” (the “**Development Standards**”), this Agreement, and the environmental regulations otherwise applicable to the Property, as they exist on the Effective

Date of this Agreement (“**Applicable Regulations**”). For the convenience of the parties, the development standards for the Light Industrial – District IN-1 zoning district and its modifications are attached hereto as Exhibit “D”, by Exhibit \_\_\_\_\_. In the event of a conflict between the City’s Code of Ordinance and this Agreement, this Agreement shall control.

**3.03. Design and Construction.** Owner will finance, design, construct and install all required water facilities, wastewater facilities, streets, drainage facilities and other amenities and improvements within the Property, or outside the boundaries of the Property, required to serve the Property at Owner’s sole cost and expense (collectively the “**Subdivision Improvements**”). Owner shall construct and install the Subdivision Improvements in compliance with the Applicable Regulations and plans and specifications approved by the City.

**3.04. Additional Owner Agreements.** Owner hereby agrees:

- (a) to develop and construct the Property and all related infrastructure for built-on-the-lot single-family homes and commercial businesses in compliance with the Applicable Regulations;
- (b) the fees and charges currently provided for in the Applicable Regulations may be amended by the City from time to time, and Owner, its grantees, successors and assigns, shall pay to the City such fees and charges, as amended, for or with respect to the development of the Property, including, but not limited to, zoning and subdivision application fees, building permit fees, water and wastewater impact, tap and use fees, and the reasonable costs and expenses incurred by the City for legal services with respect to this Agreement and the Subdivision;
- (c) to timely perform and complete each task, duty and responsibility of Owner set forth in this Agreement;

### **Vested Rights**

**Section 4.01. Vested Rights.** The Parties agree that all permits and approvals required or authorized by the City for the development of the Property, including but not limited to preliminary plats, final plats, engineering design plans, infrastructure construction permits, and site development plans or permits, shall be approved if they are in accordance with this Agreement, the Applicable Regulations and this Agreement. Subject to the terms and conditions of this Agreement, the City confirms, acknowledges and agrees that Owner has vested authority to develop the Property in accordance with this Agreement and the Applicable Regulations notwithstanding subsequently adopted ordinances, rules or regulations, or changes or modifications to the City’s ordinances, rules and regulations, which will only be applicable to the extent allowed by Chapter 245, *Texas Local Government Code* (the “**Vested Rights**”), provided that the Vested Rights shall terminate and expire in the event that: (1) the Owner, or its successors or assigns with respect to each affected parcel, agrees in writing to such modification or revocation; (2) Owner fails to complete and obtain final a certificate of occupancy and/or a certificate of completion for the Project by \_\_\_\_\_, 2019, or thereafter abandons development of the Property; (3) an application for a major change to the Development Plan is submitted by the Owner which substantially changes the Land Uses approved by this Agreement; or (4) state law or court order mandates otherwise. If there is any conflict between the Applicable Regulations and the terms of

this Agreement, the terms of this Agreement will control. As used in this Agreement, “abandons development of the Property” or “abandons the project” means that Owner commences the development of the Property for which all required permits have been issued, but fails to complete such development within five years thereafter.

### **Assignment of Commitments and Obligations**

**5.01. Owner Assignment of Agreement.** Owner’s rights and obligations under this Agreement may be assigned by Owner to the Developer, provided that the Developer acquires the Property and agrees to be bound by the terms and conditions of this Agreement as evidenced in writing, and such assignment shall not be effective until the City receives written notice of the assignment.

**5.02 Binding Obligations.** This Agreement shall be binding upon and inure to the benefit of the parties, their successors, and assigns. This Agreement shall be recorded in the Official Public Records of Travis County, Texas within sixty days after the Effective Date. Nothing in this Agreement is intended to impose the Owner’s obligations on individual owners that purchase lots for their personal use.

### **Default; Reservation of Rights; Attorneys Fees; Waiver**

**6.01.Default.** Notwithstanding anything herein to the contrary, no party shall be deemed to be in default hereunder until the passage of fourteen (14) business days after receipt by such party of notice of default from the other party. Upon the passage of fourteen (14) business days without cure of the default, such party shall be deemed to have defaulted for purposes of this Agreement; provided that if the nature of the default is that it cannot reasonably be cured within the fourteen (14) business day period, the defaulting party shall have a longer period of time as may be reasonably necessary to cure the default in question; but in no event more than sixty (60) days. In the event of default, the non-defaulting party to this Agreement may pursue the remedy of specific performance or other equitable legal remedy not inconsistent with this Agreement. All remedies will be cumulative and the pursuit of one authorized remedy will not constitute an election of remedies or a waiver of the right to pursue any other authorized remedy.

**6.02. Reservation of Rights.** To the extent not inconsistent with this Agreement, each party reserves all rights, privileges, and immunities under applicable laws, and neither party waives any legal right or defense available under law or in equity.

**6.03. Attorneys Fees.** A party shall not be liable to the other party for attorney fees or costs incurred in connection with any litigation between the parties, in which a party seeks to obtain a remedy from the other party, including appeals and post judgment awards.

**6.04. Waiver.** Any failure by a party to insist upon strict performance by the other party of any provision of this Agreement will not, regardless of length of time during which that failure continues, be deemed a waiver of that party’s right to insist upon strict compliance with all terms of this Agreement. In order to be effective as to a party, any waiver of default under this Agreement must be in writing, and a written waiver will only be effective as to the specific default and as to the specific period of time set forth in the written waiver. A written waiver will not constitute a waiver of any subsequent default, or of the right to require performance of the same or any other provision of this Agreement in the future.

### **Force Majeure**

**7.01. Definition.** The term “force majeure” as employed herein shall mean and refer to acts of God; strikes, lockouts, or other industrial disturbances; acts of public enemies, orders of any kind of the government of the United States, the State of Texas or any civil or military authority; insurrections; riots; epidemic; landslides; lightning, earthquakes; fires, hurricanes; storms, floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions; breakage or accidents to machinery, pipelines, or canals; or other causes not reasonably within the control of the party claiming such inability.

**7.02. Notice of Default.** If, by reason of force majeure, any party hereto shall be rendered wholly or partially unable to carry out its obligations under this Agreement, then such party shall give written notice of the full particulars of such force majeure to the other party within ten (10) days after the occurrence thereof. The obligations of the party giving such notice, to the extent effected by the force majeure, shall be suspended during the continuance of the inability claimed, except as hereinafter provided, but for no longer period, and the party shall endeavor to remove or overcome such inability with all reasonable dispatch.

**7.03. Settlements and Strikes.** It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require that the settlement be unfavorable in the judgment of the party having the difficulty.

### **Notices**

**8.01. Method of Notice.** Any notice to be given hereunder by a party to another party shall be in writing and may be effected by personal delivery or by sending said notices by registered or certified mail, return receipt requested, to the addresses set forth below. Notice shall be deemed given when deposited with the United States Postal Service with sufficient postage affixed.

Any notice mailed to the City shall be addressed:

City of Manor  
Attn: City Manager  
\_\_\_\_\_ East Eggleston Street  
Manor, Texas \_\_\_\_\_

Facsimile:  
Email:

with copy to:

The Knight Law Firm, LLP  
Attorneys at Law  
223 West Anderson Lane, #A105  
Austin, Texas 77852

Any notice mailed to Owner shall be addressed:

with copy to:

Any party may change the address for notice to it by giving notice of such change in accordance with the provisions of this section.

### **Waiver and Release**

**9.01. Waiver of Alternative Benefits.** The Parties acknowledge the mutual promises and obligations of the Parties expressed herein are good, valuable and sufficient consideration for this Agreement. The Parties further acknowledge the City and Owner voluntarily elected the benefits and obligations of this Agreement, as opposed to the benefits available were Owner to have elected to develop the Property without the benefits and obligations of this Agreement, pursuant to and in compliance with the applicable City ordinances. Therefore, save and except the right to enforce the obligations of the City to perform each and all of the City's duties and obligations under this Agreement, Owner hereby waives any and all claims or causes of action Owner may have for or with respect to any duty or obligation undertaken by Owner pursuant to this Agreement, including any benefits that may have been otherwise available to Owner but for this Agreement. Owner specifically releases any equitable or legal claim that it may have regarding, or with respect to, the requirement to install or construct any project or obligation undertaken by Owner pursuant to this Agreement.

The foregoing waivers and releases, however, shall not be construed to waive or release the failure of the City to perform its obligations under this Agreement, or of any rights that may accrue to Owner as a result of the failure of the City to comply with any applicable federal or state law, statute, rule or regulation in its performance of this Agreement.

### **Entire Agreement**

**10.01. Agreement and Amendment.** This Agreement, together with any exhibits attached hereto, constitutes the entire agreement between Parties and may not be amended except by a writing approved by the City Council of the City that is signed by all Parties and dated subsequent to the date hereof.

### **No Joint Venture; No Third Party Beneficiary**

**11.01. No Joint Venture.** The terms of this Agreement are not intended to and shall not be deemed to create any partnership or joint venture among the parties. The City, its past, present and future officers, elected officials, employees and agents, do not assume any responsibilities or liabilities to any third party in connection with the development of the Property. The City enters into this Agreement in the exercise of its public duties and authority to provide for development of property within the City and its ETJ pursuant to its police powers and for the benefit and protection of the public health, safety, and welfare.

**11.02. No Third Party Beneficiary.** This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a party, unless expressly provided otherwise herein, or in a written instrument executed by both the City and the third party. Absent a written agreement between the City and third party providing otherwise, if a default occurs with respect to an obligation of the City under this Agreement, any notice of default or action seeking a remedy for such default must be made by the Owner.

### **Effective Date**

**12.01. Effective Dates.** The Effective Date of this Agreement is the defined date set forth in the first paragraph.



**Texas Law Governs**

**13.01. Texas Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflicts of laws provisions, and shall be performable in Williamson County, Texas. Venue shall lie exclusively in the State District Courts of Williamson County, Texas.

**Time of the Essence**

**14.01. Timely Performance.** It is acknowledged and agreed by the Parties that time is of the essence in the performance of this Agreement.

EXECUTED in multiple originals, and in full force and effect as of the Effective Date.

**CITY:**

**City of Manor, Texas**

a Texas home-rule municipal corporation

Attest:

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

Name: Lluvia Tijerina

Title: City Secretary

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

Name: Rita Jonse

Title: Mayor

**THE STATE OF TEXAS                    §**

**COUNTY OF WILLIAMSON           §**

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_, by Rita Jonse, Mayor of the City of Manor, Texas, a Texas home-rule municipal corporation, on behalf of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**OWNER:**

\_\_\_\_\_

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

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

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

**THE STATE OF TEXAS** §

**COUNTY OF** \_\_\_\_\_ §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2017,  
by \_\_\_\_\_, \_\_\_\_\_ of Baizer Interest, Inc., a \_\_\_\_\_ corporation, on behalf  
of said corporation.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT A**  
**The Tract**

**EXHIBIT B**  
**The Property and the Development Plan**





BASED ON ROW MEASUREMENTS FROM ROGERS ALL BUILDINGS AND CARS ARE TO SCALE



**EXHIBIT C**  
**Municipal Services Plan**

**EXHIBIT D**  
**Development Standards**

(a) Site Development Regulations.

- (i) Paved sidewalks, driveways, and parking areas are required.
- (ii) Screening of loading, storage facilities, and dumpster enclosures is required.
- (iii) Height and placement requirements: No building shall be erected or maintained within the required building setbacks set forth herein, or which exceeds the height limits specified in the following:
  - (A) Front Yard Setback: 25 feet
  - (B) Side yard to Residential: 50 feet
  - (C) Rear Yard to Residential: 50 feet
  - (D) Street Side Yard Setback: 25 feet
  - (E) Side yard to all C, I, and IN: 20 feet
  - (F) Rear Yard to all C, I and IN: 20 feet
  - (G) Min. Lot Sq. Ft. Area: 1 acre (43,560 square feet)
  - (H) Min. Lot Width: 50 feet
  - (I) Max Height Limit: 60 feet
- (iv) The maximum percentage of lot area which may hereafter be covered by the main building(s) and all accessory buildings all not exceed 50% for main buildings, and 60% for main buildings and accessory buildings combined.
- (v) No building or structure may be erected, added to or altered to exceed the maximum floor area ratio standards of 1.5.
- (vi) Development of the Project shall further comply with the requirements of Exhibit B to the City's Zoning Ordinance (Article 14.02, Manor Code of Ordinances) applicable to the IN-1 District, which is Chapter
- (vii) Development of the Project shall further comply with the site development standards, outdoor lighting, landscaping, and signage standards for the IN-1 District; provided that the developer of the Project may install fencing up to \_\_\_\_ feet tall at \_\_\_\_
- (viii) The portions of the Property indicated on Exhibit B and used for auto sales shall be improved with an all-weather surface that complies with the Applicable Regulations. The areas marked as \_\_\_\_ on Exhibit B may be improved with a \_\_\_\_ surface, provided that the developer of the Project ensures that all automotive fluids are disposed of in a manner that is compliant with applicable local, state, and federal regulations and that minimizes environmental impact.
- (ix) *Address enhance screening requirements*
- (x) Vehicles may not be stored by stacking them.

(b) Performance Standards. The Land Uses shall conform in operation, location and construction to the minimum performance standards herein specified for noise, odorous matter, toxic and noxious matter, glare, smoke, particulate matter and other air contaminants, fire, explosive and hazardous matter, and vibration.

(i) At no point at the bounding property line of any Land Use may the sound pressure level of any operation or plant exceed the decibel limits specified in the octave band groups designated in the following table.

(A) Maximum permissible daytime\* Octave Band - Decibel Limits at the bounding property line\*\* in an IN-1 District:

Octave Band (CPS)	37 75	75 150	150 300	300 600	600 1200	1200 2400	2400 4800	4800 9600	A Scale
Decibel Band Limit (DB re 0.0002 Microbar)	82	76	68	60	56	53	50	48	62

Note: A scale level is provided for monitoring purposes only and is not applicable to detailed sound analysis.

\*Daytime shall refer to the hours between sunrise and sunset on any given day.

\*\*The Building Official will interpret the bounding property line for noise enforcement as being at the nearest right-of-way or property line of any street, alley, stream or other permanently dedicated open space from the noise source when such open space exists between the property line of the noise source and adjacent property. When no such open space exists, the common line between two parcels of property shall be the bounding property line.

(B) The following corrections will be made to the table of Octave Band Decibel limits in determining compliance with the noise level standards.

When noise is present at night (any time other than daytime) subtract 7 decibels. When noise contains strong, pure tone components or is impulsive, that is when meter changes at 10 decibels or more per second, subtract 7 decibels. Add ten (10) decibels when noise is present for not more than:

1/2 minute in any 1/2 hour period;

1 minute in any 1 hour period;

10 minutes in any 2 hour period; or

20 minutes in any 3 hour period.



(C) Measurement of noise is made with a sound level meter or Octave Band analyzer meeting the standards prescribed by the American Standards Association.

(ii) Smoke and Particulate Matter. No operation or use shall cause, create or allow the emission of air contaminants which violate State or Federal environmental laws, as referenced herein: Texas Health and Safety Code Ann Chaps. 381 & 382, Air Pollution Prevention and Control, 42 U.S.C.A. 67401, et seq. Open storage and open processing operations, including on-site transportation movements which are a source of wind or airborne dust or other particulate matter, are subject to the standards and regulations specified herein.

(iii) Odorous Matter. No use may be located or operated on the Property which involves the emission of odorous matter from a source of operation where the odorous matter exceeds the odor threshold at the bounding property line or any point beyond the tract on which such use or operation is located. The odor threshold as herein set forth is determined by observation by the Building Official. In any case where uncertainty may arise or where the operator or owner of an odor-emitting use may disagree with the enforcing officer or where specific measurement of odor concentration is required, the method and procedures as specified by American Society for Testing Materials, A.S.T.M.D. 1391-57, Entitled "STANDARD METHOD FOR MEASUREMENT OF ODOR IN ATMOSPHERES," will be used and a copy of A.S.T.M.D. 1391-57 is hereby incorporated by reference.

(iv) Flammable and Explosive Materials. No use involving the manufacture or storage of compounds or products which decompose by detonation is permitted except that chlorates, nitrates, perchlorates, phosphorus and similar substances and compounds in small quantities for use by industry, school laboratories, druggists or wholesalers may be permitted when approved by the Fire Marshal of the City as not presenting a fire or explosion hazard. The storage and use of all flammable liquids and materials such as pyroxylin plastics, nitrocellulose films, solvents and petroleum products is permitted only when such storage or use conforms to the standards and regulations established by City ordinance.

(v) Toxic and Noxious Matter. No operation or use may emit a concentration across the bounding property line of the tract on which such operation or use is located of toxic or noxious matter which exceeds the concentration (exposure) considered as the threshold limit for an industrial worker as such standards are set forth by the Texas State Department of Health in Threshold Limit Values Occupational Health Regulation No. 3, as such regulations exist or may later be amended.

(vi) Vibrations. No operation or use may at any time create earthborne vibration which, when measured at the bounding property line of the source of operation, exceed[s] the limit of displacement set forth in the following table in the frequency ranges specified.

FREQUENCY CYCLES PER SECOND	DISPLACEMENT IN INCHES
--------------------------------	------------------------

0 to 10	.0010
10 to 20	.0008
20 to 30	.0005
30 to 40	.0004
40 to 50	.0003

(vii) Glare. No use or operation may be located or conducted so as to produce intense glare or direct illumination across the bounding property line from a visible source of illumination nor may any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property.

**Points to Discuss on call on November 7, 2017 at 2:00 p.m. with City of Manor & representatives of Gary Johnson & Johnson Trust Investments, LLC**

**Background:**

1. Approximately 17.67 acres being purchased (the “**Tract**”) by Johnson Trust Investments, LLC, an Arkansas limited liability company (the “**Developer**”), from Mb & Ms Enterprises, Inc., a \_\_\_\_\_ corporation (the “**Owner**”). Per the terms of the Development Agreement (“**Agreement**”), Developer must close on the Tract on or before April 30, 2018 or the Agreement will terminate.
2. [Austin U-Pull-It Auto Parts, Inc., a Texas corporation] (the “**Developer’s Affiliate 1**”) wants to conduct a recycling operations (outdoor) automobile salvage and wrecking yard with stored open and/or outdoor storage and car crushing facility and open display used motor vehicle sales with minor automotive repairs related thereto “**Development Plan 1**” on approximately 10.4 acres (“**Tract 1**”) with use of detention pond related elsewhere on the Tract.
3. An affiliate of Developer, which is not yet created (the “**Developer’s Affiliate 2**”), wants to conduct a commercial office/retail warehouse storage with outdoor merchandise and/or outdoor storage business “**Development Plan 2**” on approximately 7.31 acres (“**Tract 2**”).

**[Question for call: Precision of Acres for future?]**

**Zoning:** We would propose District C-3 as opposed to District C-2. (Section 2.01 of the Development Agreement).

**Development Plan 1:** After closing on the Tract by Developer, Developer’s Affiliate 1 will obtain a certificate of occupancy and/or certificate of completion for Development Plan 1 on or before October 31, 2019 in compliance with the development standards of IN-1 with the additional development standards and uses described below:

**Use:** Recycling operations (outdoor) automobile salvage and wrecking yard with stored open and/or outdoor storage and car crushing facility and open display used motor vehicle sales with minor automotive repairs related thereto

**Development Standards:**

1. Allow Developer, Developer’s Affiliate 1, and/or Developer’s Affiliate 2 to have a water well and septic at its discretion.
2. Section 3.03 of the Agreement – may finance Subdivision Improvements but are not required to do so.
3. May install fencing up to \_\_\_\_\_ feet tall at \_\_\_\_\_
4. The portions of the property indicated on Tract 1 and used motor vehicle sales shall be improved with an all-weather surface that complies with the Applicable Regulations. The areas marked on Exhibit [\_\_\_\_\_] may be improved with a gravel surface, provided

that the Developer's Affiliate 1 ensures that all automotive fluids are disposed of in a manner that is compliant with applicable local, state, and federal regulations and that minimizes environmental impact.

**Commented [PS1]:** Are there such regulations?

**Development Plan 2:** After closing on the Tract by Developer, Developer's Affiliate 2 will obtain a certificate of occupancy and/or certificate of completion for Development Plan 2 on or before April 30, 2021 in compliance with the development standards of [District C-2] with the additional development standards and uses described below:

**Use:** commercial office/retail warehouse storage with outdoor merchandise and/or outdoor storage business

**Development Standards:**

1. Allow Developer, Developer's Affiliated 1, and/or Developer's Affiliate 2 to have a water well and septic at its discretion.
2. Section 3.03 of the Agreement – may finance Subdivision Improvements but are not required to do so.
3. May install fencing up to \_\_\_\_\_ feet tall at \_\_\_\_\_
4. The areas marked on Exhibit [\_\_\_\_\_] may be improved with a gravel surface, provided that the Developer's Affiliate 2 ensures that all automotive fluids are disposed of in a manner that is compliant with applicable local, state, and federal regulations and that minimizes environmental impact.

**Commented [PS2]:** Are there such regulations?