

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PFLUGERVILLE, TEXAS ACCEPTING A STORMWATER FACILITIES MAINTENANCE COVENANT, LICENSE AND AGREEMENT FOR PFLUGERVILLE FARMS PHASE 1 POND MAINTENANCE BETWEEN RPC STONE HILL INVESTMENTS, LP, A DELAWARE LIMITED PARTNERSHIP (“OWNER”) AND THE CITY OF PFLUGERVILLE (“CITY”)

WHEREAS, the OWNER of the property possesses full authority to execute deeds, mortgages, and other covenants affecting the property and desires to enter into a Stormwater Facilities Maintenance Covenant, License and Agreement for Pflugerville Farms Phase 1 Pond Maintenance (“Agreement”), attached as **Exhibit “A”**, as required by the City of Pflugerville’s Code of Ordinances, including without limitation the Unified Development Code and associated Engineering Design and Construction Standards Manual, and the City’s Texas Commission on Environmental Quality-issued Municipal Separate Storm Sewer System (“MS4”) TPDES General Permit (TXR040000), collectively, the “Regulations”; and

WHEREAS, the OWNER acknowledges and agrees that, in order to ensure perpetual compliance with the Regulations, the property must be impressed with certain covenants and restrictions; and

WHEREAS, the Regulations generally and specifically require the design, construction and perpetual maintenance of permanent post construction storm water best management practices (“BMPs”) developed and included within a Storm Water Management Site Plan (“SWMSP”) required as a part of, and incident to, development, and OWNER acknowledges that compliance therewith by virtue of these Agreement; and

WHEREAS, the Agreement shall comply with all city standards and regulations and it shall be the OWNER’S responsibility to maintain the facilities in accordance with the Agreement; and

WHEREAS, the CITY is charged with the responsibility of protecting the public health, safety and welfare through implementation of storm water pollution prevention measures, including ensuring that SWMSPs are developed, and post construction storm water BMPs are implemented and perpetually maintained by property owners.

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

The City Council of the City of Pflugerville hereby authorizes the City Manager to execute the Agreement and record said Agreement in the real property records of Travis County, Texas.

PASSED AND APPROVED this ___ day of October 2020.

Victor Gonzales, Mayor

ATTEST:

Karen Thompson, City Secretary

Exhibit A
Pflugerville Farms Phase 1 Pond Maintenance Agreement

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STORM WATER FACILITIES MAINTENANCE COVENANT, LICENSE AND AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF TRAVIS §

This Storm Water Facilities Maintenance Covenant, License and Agreement ("AGREEMENT") is made by and between RPC Stone Hill Investments, LP, a Delaware limited partnership ("OWNER"), the owner of a tract of land being more particularly described in Exhibit A, which is attached hereto and incorporated herein by reference for all purposes ("PROPERTY"), and City of Pflugerville, Texas ("CITY"), collectively referred to herein as the "Parties". For purposes of this AGREEMENT, the term "OWNER" refers to the current owner of the PROPERTY, and the OWNER's heirs, successors and assigns.

WHEREAS, the OWNER of the PROPERTY possesses full authority to execute deeds, mortgages, and other covenants affecting the PROPERTY and desires to enter into this AGREEMENT, as required by the City of Pflugerville's Code of Ordinances, including without limitation, the Unified Development Code and associated Engineering Design and Construction Standards Manual, and the City's Texas Commission on Environmental Quality-issued Municipal Separate Storm Sewer System ("MS4") TPDES General Permit (TXR040000) (collectively, the "REGULATIONS"); and

WHEREAS, the OWNER acknowledges and agrees that, in order to ensure perpetual compliance with the REGULATIONS, the PROPERTY must be encumbered with certain covenants and restrictions;

WHEREAS, the REGULATIONS generally and specifically require the design, construction and perpetual maintenance of permanent post construction storm water best management practices ("BMPs") developed and included within a Storm Water Management Site Plan ("SWMSP") provided in Exhibit B attached hereto and incorporated herein by reference for all purposes, required as a part of, and incident to, development, and OWNER acknowledges that compliance therewith by virtue of this AGREEMENT and the terms hereof shall enable OWNER to develop the PROPERTY, which is accepted in consideration of this AGREEMENT; and

WHEREAS, the CITY is charged with the responsibility of protecting the public health, safety and welfare through implementation of storm water pollution prevention measures, including ensuring that SWMSPs are developed, and post construction storm water BMPs are implemented and perpetually maintained by property owners.

NOW, THEREFORE, AND IN CONSIDERATION OF, the mutual covenants and obligations herein expressed, the Parties hereto agree as follows:

1. RECITALS INCORPORATED. The above Recitals and all terms defined therein are incorporated into this AGREEMENT for all purposes.
2. DECLARATION OF COVENANTS AND RESTRICTIONS. It is declared that the OWNER of PROPERTY, shall hold, sell and convey the PROPERTY, subject to the following covenants and restrictions (the "RESTRICTIVE COVENANTS"), which are imposed upon the PROPERTY by this AGREEMENT. OWNER further declares that these RESTRICTIVE COVENANTS shall run with the land, and shall be binding upon the OWNER, its heirs, successors and assigns, and that each contract, deed or conveyance of any kind conveying all or a portion of the PROPERTY will conclusively be held to have been executed, delivered, and accepted subject to the following covenants, conditions and restrictions, regardless of whether or not they are set out in full or by reference in said contract, deed or conveyance. The OWNER shall record this AGREEMENT in the Official Public Records of Real Property of Travis County, Texas.

(a) The OWNER covenants, declares and agrees that the OWNER shall perpetually preserve, protect, inspect and maintain the permanent post construction storm water BMPs developed by the OWNER in accordance with the SWMSP for the PROPERTY to ensure that the post construction storm water BMPs are and remain in proper condition in accordance with the SWMSP and the REGULATIONS. The permanent post construction storm water BMPs specifically consist of those provided in Exhibit B, attached hereto and incorporated herein by reference for all purposes.

(b) The OWNER covenants and declares that OWNER shall maintain and inspect the permanent BMPs in accordance with the Maintenance Schedule and Maintenance Procedures also provided in Exhibit B, and the REGULATIONS. OWNER acknowledges and agrees that the Maintenance Schedule and Maintenance Procedures may not be modified without the CITY Development Director's, or its designee's, written consent, which shall not be unreasonably withheld, conditioned or delayed. OWNER acknowledges and agrees that the CITY is a beneficiary of OWNER's obligations under this AGREEMENT and that failure to preserve, protect, inspect and maintain the post construction storm water BMPs is a breach of this AGREEMENT.

(c) OWNER covenants and declares that any maintenance or repair needs identified by OWNER through periodic inspection shall be performed by the OWNER within thirty (30) days of discovery, or immediately upon notification by the CITY. If maintenance and repair cannot be performed immediately upon written notification by the CITY, the OWNER shall provide CITY with a schedule of activities to be completed, which shall be completed within a reasonable time as agreed to by the Parties. In the event the work is not performed within the specified time, the OWNER acknowledges and agrees that the CITY, or its employees, agents

or contractors, may enter the PROPERTY and complete the required maintenance, as determined necessary in the CITY's sole discretion, at the OWNER's sole cost and expense. In the event that immediate maintenance and repair is necessary to protect public health, safety or welfare, as determined in the CITY's sole discretion, CITY may enter and complete such maintenance and repair without prior notice to the OWNER. The OWNER shall reimburse the CITY for the costs incurred for the maintenance of the post construction storm water BMPs immediately upon demand. OWNER further acknowledges and agrees that failure to reimburse CITY for all such costs shall be deemed a breach of this AGREEMENT and will subject OWNER to all actions at law or in equity as the CITY may deem prudent, including without limitation, the placement of a judicially enforceable lien on the PROPERTY to secure the payment of all CITY costs incurred.

(d) The OWNER covenants, declares and agrees to modify or increase the inspection and maintenance or repair requirements, as deemed reasonably necessary by the CITY upon receipt of written notification thereof to OWNER, to ensure proper functioning and maintenance of the said post construction storm water BMP's.

(e) Notwithstanding anything in this AGREEMENT to the contrary, OWNER acknowledges and agrees that the CITY is under no obligation to maintain or repair said post construction storm water BMP's, and in no event shall this AGREEMENT be construed to impose any such obligation, duty or liability upon the CITY.

3. EASEMENT RESERVATION. OWNER hereby reserves a perpetual access and maintenance easement in favor of the CITY to all post construction storm water BMPs shown on the SWMSP for the purpose of inspection, repair and perpetual maintenance.
4. LICENSE. OWNER hereby GRANTS, SELLS AND CONVEYS TO CITY A NON-EXCLUSIVE IRREVOCABLE LICENSE (the "LICENSE") OVER, UPON, ACROSS AND THROUGHOUT THE PROPERTY FOR ACCESS, INSPECTION AND MAINTENANCE OF THE POST CONSTRUCTION STORM WATER BMPs, AS APPLICABLE AND NECESSARY, UNTIL SUCH TIME AS THIS AGREEMENT IS MODIFIED, AMENDED OR TERMINATED AS PROVIDED HEREIN.
5. INDEMNIFICATION. In the event of the OWNER's failure to maintain the post construction storm water BMPs or OWNER's creation of a hazard, and the City's subsequent maintenance of the post construction storm water BMPs, the OWNER, whether one or more, shall be jointly and severally liable to the City for any reasonable expenses incurred by the City while maintaining the post construction storm water BMPs and, TO THE EXTENT PERMITTED BY THE LAWS OF THE STATE OF TEXAS, OWNER, AND ITS HEIRS, SUCCESSORS AND ASSIGNS, AGREES TO INDEMNIFY, SAVE HARMLESS, AND DEFEND THE CITY, ITS OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS AND INSURERS, INCLUDING, WITHOUT LIMITATION, THE TEXAS MUNICIPAL INTERGOVERNMENTAL RISK POOL,

AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS FROM AND AGAINST ANY AND ALL DEMANDS, LIABILITIES, CLAIMS, PENALTIES, FORFEITURES, SUITS, AND THE COSTS AND EXPENSES INCIDENT THERETO (INCLUDING COSTS OF DEFENSE, SETTLEMENT, AND REASONABLE ATTORNEY'S FEES), WHICH CITY MAY HEREAFTER INCUR, BECOME RESPONSIBLE FOR, OR PAY OUT AS A RESULT OF DEATH OR BODILY INJURIES TO ANY PERSON, DESTRUCTION OR DAMAGE TO ANY PROPERTY, CONTAMINATION OF OR ADVERSE EFFECTS ON THE ENVIRONMENT, OR ANY VIOLATION OF GOVERNMENTAL LAWS, REGULATIONS, OR RULES NOT RESULTING FROM THE CITY'S OWN NEGLIGENCE, BUT TO THE EXTENT CAUSED BY THE OWNER'S BREACH OF ANY WARRANTY, TERM OR PROVISION OF THIS AGREEMENT, OR ANY NEGLIGENT OR WILLFUL ACT OR OMISSION OF THE OWNER, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS IN THE PERFORMANCE, OR OMISSION, OF ANY ACT CONTEMPLATED BY THIS AGREEMENT.

6. GENERAL PROVISIONS.

(a) Severability. If any part of this AGREEMENT is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this AGREEMENT shall remain in full effect.

(b) Non-Waiver. If at any time the CITY fails to enforce this AGREEMENT, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.

(c) Modification and Amendment. The RESTRICTIVE COVENANTS and LICENSE provided by this AGREEMENT may be modified, amended, or terminated upon the filing of a written modification, amendment, or termination document in the Official Public Records of Real Property of Travis County, Texas, executed, acknowledged, and approved by (a) the Director of Planning of the City of Pflugerville, or successor department; (b) by the owner(s) of the property subject to the modification, amendment or termination at the time of such modification, amendment or termination, and (c) any mortgagees holding first lien security interests on any portion of the PROPERTY.

(d) Attorney's Fees. In the event the CITY brings an action or proceeding to enforce the terms hereof or declare rights hereunder, and is determined to be the Prevailing Party (as hereafter defined) in any such proceeding, action, or appeal thereon, CITY shall be entitled to reasonable attorneys' fees, costs and expert witness fees as the court shall determine. The term "Prevailing Party" shall mean a party who substantially obtains or defeats the relief sought, as the case may be, by the entering of a judgment or arbitration award in such party's favor.

(e) Governing Law. This AGREEMENT and all rights and obligations created hereby will be governed by the laws of the State of Texas and venue shall be located in Travis County, Texas.

(f) Entire Agreement. This AGREEMENT, and the exhibits attached hereto contain all the representations and the entire agreement between the parties to this AGREEMENT with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are superseded in total by this AGREEMENT and the exhibits attached hereto. The provisions of this AGREEMENT will be construed as a whole according to their common meaning and not strictly for or against any party.

Executed and effective on this ____ day of _____, 2020.

OWNER:

RPC STONE HILL INVESTMENTS, LP,
a Delaware limited partnership

By: RPC Stone Hill GP, LLC,
a Delaware limited liability company,
its General Partner

By: 
Greg Bates, Manager

[Signatures continue on following page]

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF Dallas §

The foregoing instrument was acknowledged before me this 27 day of August, 2020, by Greg Bates, the Manager of RPC Stone Hill GP, LLC, a Delaware limited liability company, the general partner of RPC Stone Hill Investments, LP, a Delaware limited partnership on behalf of the limited partnership.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27 day of August, 2020.

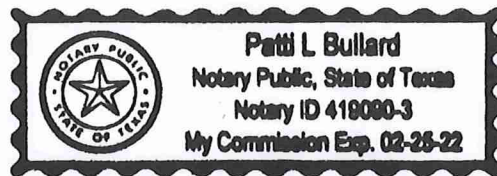
Notary Public, State of Texas
My Commission Expires: 02-25-22

Patti L. Bullard

The City of Pflugerville does hereby accept the above described MAINTENANCE COVENANT AND LICENSE in accordance with the terms of this AGREEMENT.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Sereniah Breland, City Manager



ATTEST:

Karen Thompson, City Secretary

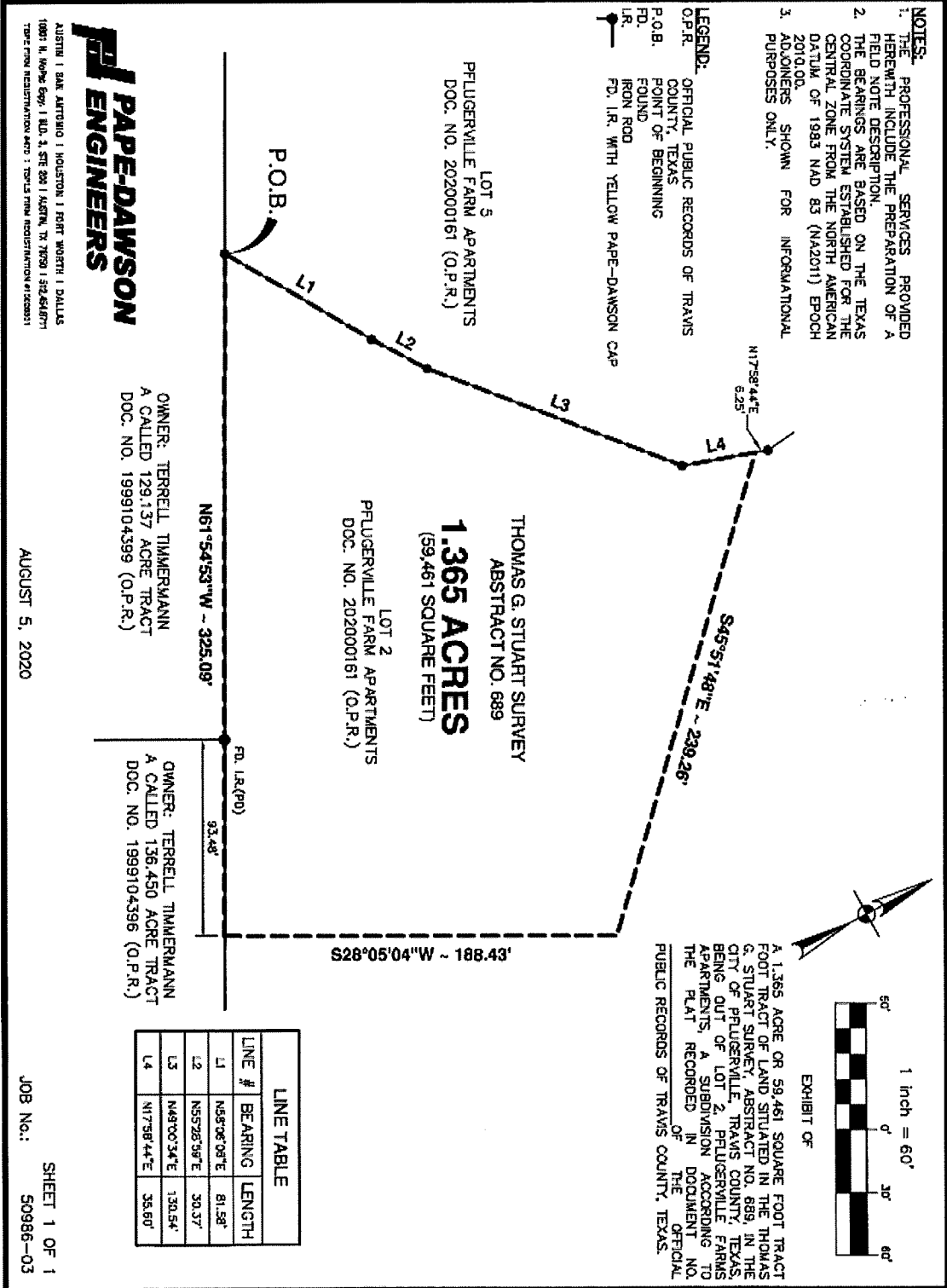
After recording, return to:

City of Pflugerville
Office of Development Services
201 E. Pecan St. Bldg. B
Pflugerville, TX 78660
Attn: Manny Duarte

EXHIBIT A PROPERTY LEGAL DESCRIPTION

- NOTES:**
1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.
 2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NAD2011) EPOCH 2010.00.
 3. ADJOINERS SHOWN FOR INFORMATIONAL PURPOSES ONLY.

LEGEND:
 O.P.R. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS
 P.O.B. POINT OF BEGINNING
 F.D. FOUND IRON ROD
 I.R. IRON ROD
 FD. I.R. WITH YELLOW PAPE-DAWSON CAP



LINE TABLE		
LINE #	BEARING	LENGTH
L1	N58°06'09"E	81.58'
L2	N55°26'59"E	30.37'
L3	N49°00'34"E	130.64'
L4	N17°58'44"E	38.60'

PAPE-DAWSON ENGINEERS
 AUSTIN | SAN ANTONIO | HOUSTON | FORT WORTH | DALLAS
 10801 N. MoPac Exp. | BLD. 3, STE 200 | AUSTIN, TX 78750 | 512.454.0771
 TEXAS PROFESSIONAL ENGINEERING LICENSE NO. 15209011

AUGUST 5, 2020

JOB No.: 50986-03

SHEET 1 OF 1



FIELD NOTES
FOR

A 1.365 ACRE OR 59,461 SQUARE FOOT TRACT FOOT TRACT OF LAND SITUATED IN THE THOMAS G. STUART SURVEY, ABSTRACT NO. 689, IN THE CITY OF PFLUGERVILLE, TRAVIS COUNTY, TEXAS, BEING OUT OF LOT 2, PFLUGERVILLE FARMS APARTMENTS, A SUBDIVISION ACCORDING TO THE PLAT RECORDED IN DOCUMENT NO. 202000161 OF THE OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY, TEXAS. SAID 1.365 ACRE TRACT BEING MORE FULLY DESCRIBED AS FOLLOWS, WITH BEARINGS BASED ON THE NORTH AMERICAN DATUM OF 1983 (NA 2011) EPOCH 2010.00, FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE CENTRAL ZONE:

BEGINNING at a ½" iron rod with yellow cap marked "Pape-Dawson" found at the southwest corner of said Lot 2, same being the southeast corner of Lot 5 of said Pflugerville Farm Apartments, also being a point in the north line of a called 129.137-acre tract conveyed to Terrell Timmermann, recorded in Document No. 1999104399 of the Official Public Records of Travis County, Texas for the southwest corner and **POINT OF BEGINNING** hereof;

THENCE departing the north boundary line of said 129.137-acre tract, with the west line of said Lot 2, same being the east line of said Lot 5 the following four (4) courses and distances:

1. **N 58°06'06" E**, a distance of **81.58 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
2. **N 55°28'59" E**, a distance of **30.37 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof,
3. **N 49°00'34" E**, a distance of **130.54 feet** to a ½" iron rod with yellow cap marked "Pape-Dawson" found for an angle point hereof, and
4. **N 17°58'44" E**, a distance of **35.60 feet** to a calculated point for the northwest corner hereof, from which a ½" iron rod with yellow cap marked "Pape-Dawson" found at an angle point in the west line of said Lot 2, same being the east line of said Lot 5 bears **N 17°58'44" E**, a distance of **6.25 feet**;

THENCE S 45°51'48" E, departing the east line of said Lot 5, through the interior of said Lot 2, a distance of **239.26 feet** to a calculated point for the northeast corner hereof,

THENCE S 28°05'04" W, continuing through the interior of said Lot 2, a distance of **188.43 feet** to a calculated point in the north line of a called 136.450-acre tract conveyed to Terrell Timmermann recorded in Document No. 1999104396 of the Official Public Records of Williamson County, Texas for the southeast corner hereof,

THENCE N 61°54'53" W with the south line of said Lot 2., same being a north line of said 136.450-acre tract, at a distance of 93.48 feet passing a ½" iron rod with yellow cap marked "Pape-Dawson" found at the northwest corner of said 136.450-acre tract, same being the northeast corner of said 129.137-acre tract, continuing with the south line of said Lot 2, same being the north line of said 129.17-acre tract for a total distance of 325.09 feet to the **POINT OF BEGINNING** and containing 1.365 acres in Travis County, Texas. Said tract being described in accordance with an exhibit prepared under Job No. 50986-03 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: August 5, 2020
JOB No.: 50986-03
DOC.ID.: H:\Survey\CIVIL\50986-03\Easements\WORD\50986-03_1.365Ac_DrainageEsmt.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-01



EXHIBIT B

[attached on the following 8 pages]

PFLUGERVILLE FARMS APARTMENTS

Permanent Pollution Abatement Measures

PERMANENT POLLUTION ABATEMENT MEASURES MAINTENANCE SCHEDULE AND MAINTENANCE PROCEDURES

This document has been prepared to provide a description and schedule for the performance of maintenance on permanent pollution abatement measures. Maintenance measures to be performed will be dependent on what permanent pollution abatement measures are incorporated into the project. The project specific water pollution abatement plan should be reviewed to determine what permanent pollution abatement measures are incorporated in to a project.

It should also be noted that the timing and procedures presented herein are general guidelines, adjustment to the timing and procedures may have to be made depending on project specific characteristics as well as weather related conditions.

Where a project is occupied by the owner, the owner may provide for maintenance with his own skilled forces or contract for recommended maintenance of Permanent Best Management Practices. Where a project is occupied or leased by a tenant, the owner shall require tenants to contract for such maintenance services either through a lease agreement, property owners association covenants, or other binding document.

The undersigned understands that it is responsible for maintenance of the Permanent Pollution Abatement Measures included in this project until such time as the maintenance obligation is either assumed in writing by another entity having ownership or control of the property or ownership is transferred.

The undersigned owner has read and understands the requirements of the attached Maintenance Plan and Schedule.

Greg Bates
Signature

8-27-20
Date

PFLUGERVILLE FARMS APARTMENTS

Permanent Pollution Abatement Measures

INSPECTION AND MAINTENANCE SCHEDULE FOR PERMANENT POLLUTION ABATEMENT MEASURES

Recommended Frequency	Task to be Performed													
	1	2	3	4	5	6	7	8	9	10	11	12	13	14
After Rainfall			√	√					√					
Biannually*	√	√	√	√	√	√	√	√	√	√	√			

*At least one biannual inspection must occur during or immediately after a rainfall event.
√Indicates maintenance procedure that applies to this specific site.

See description of maintenance task to be performed on the following pages. Frequency of maintenance tasks may vary depending on amount of rainfall and other weather related conditions. A written record should be kept of inspection results and maintenance performed.

<u>Task No. & Description</u>	<u>Included in this project</u>	
1. Pest Management	Yes	No
2. Mowing	Yes	No
3. Inspections	Yes	No
4. Debris and Litter Removal	Yes	No
5. Erosion Control	Yes	No
6. Nuisance Control	Yes	No
7. Structural Repairs and Replacement	Yes	No
8. Sediment Removal	Yes	No
9. Harvesting	Yes	No
10. Discharge Pipe	Yes	No
11. Visually Inspect Security Fencing for Damage or Breach	Yes	No

The owner should provide a report to the City's Development Services Center by December 31st of each year outlining what inspections and maintenance activities were performed during the previous calendar year.

PFLUGERVILLE FARMS APARTMENTS

Permanent Pollution Abatement Measures

MAINTENANCE PROCEDURES FOR PERMANENT BMPs

Note: Additional guidance can be obtained from TCEQ's Technical Guidance Manual (TGM) RG-348 (2005) Section 3.5.

A written record will be kept of inspection results and maintenance performed.

3.5.11 Wet Basins

A clear requirement for wet basins is that a firm commitment be made to carry out both routine and non-routine maintenance tasks. The nature of the maintenance requirements are outlined below, along with design tips that can help to reduce the maintenance burden (modified from Young et al., 1996).

Routine Maintenance:

- *Pest Management.* An Integrated Pest Management (IPM) Plan should be developed for vegetated areas. This plan should specify how problem insects and weeds will be controlled with minimal or no use of insecticides and herbicides. *A written record should be kept of inspection results and corrective measures taken.*
- *Mowing.* The side-slopes, embankment, and emergency spillway of the basin should be mowed at least twice a year and after each rainfall event to prevent woody growth and control weeds. Vegetation in the basin shall not exceed 18-inches in depth. When vegetation needs to be cut, it shall be cut to an approximately 4-inch height. *A written record should be kept of inspection results and maintenance performed.*
- *Inspections.* Wet basins should be inspected at least twice a year (once during or immediately following wet weather) to evaluate facility operation. When possible, inspections should be conducted during wet weather to determine if the basin is functioning properly. There are many functions and characteristics of these BMPs that should be inspected. The embankment should be checked for subsidence, erosion, leakage, cracking, and tree growth. The condition of the emergency spillway should be checked. The inlet, barrel, and outlet should be inspected for clogging. The adequacy of upstream and downstream channel erosion protection measures should be checked. Stability of the side slopes should be checked. Modifications to the basin structure and contributing watershed should be evaluated. During semi-annual inspections, replace any dead or displaced vegetation. Replanting of various species of wetland vegetation may be required at first, until a viable mix of species is established. Cracks, voids and undermining should be patched/filled to prevent additional structural damage. Trees and root systems should be removed to prevent growth in cracks and joints that can cause structural damage. The inspections should be carried out with as-built pond plans in

PFLUGERVILLE FARMS APARTMENTS Permanent Pollution Abatement Measures

hand. *A written record should be kept of inspection results and corrective measures taken.*

- *Debris and Litter Removal.* As part of periodic mowing operations and inspections, debris and litter should be removed from the surface of the basin. Particular attention should be paid to floatable debris around the riser, and the outlet should be checked for possible clogging. Removal of debris and trash should be performed twice a year, with at least one biannual inspection occurring during or immediately after a rainfall event. *A written record should be kept of inspection results and maintenance performed.*
- *Erosion Control.* The basin side slopes, emergency spillway, and embankment all may periodically suffer from slumping and erosion. Corrective measures such as regrading and revegetation may be necessary. Similarly, the riprap protecting the channel near the outlet may need to be repaired or replaced. Inspections to occur biannually, with at least one biannual inspection occurring during or immediately after a rainfall event. *A written record should be kept of inspection results and corrective measures taken.*
- *Nuisance Control.* Most public agencies surveyed indicate that control of insects, weeds, odors, and algae may be needed in some ponds. Nuisance control is probably the most frequent maintenance item demanded by local residents. If the ponds are properly sized and vegetated, these problems should be rare in wet ponds except under extremely dry weather conditions. Twice a year, the facility should be evaluated in terms of nuisance control (insects, weeds, odors, algae, etc.). Biological control of algae and mosquitoes using fish such as fathead minnows is preferable to chemical applications. *A written record should be kept of inspection results and corrective measures taken.*

Non-routine maintenance:

- *Structural Repairs and Replacement.* Eventually, the various inlet/outlet and riser works in the wet basin will deteriorate and must be replaced. Some public works experts have estimated that corrugated metal pipe (CMP) has a useful life of about 25 years, while concrete barrels and risers may last from 50 to 75 yr. The actual life depends on the type of soil, pH of runoff, and other factors. Polyvinyl chloride (PVC) pipe is a corrosion resistant alternative to metal and concrete pipes. Local experience typically determines which materials are best suited to the site conditions. Leakage or seepage of water through the embankment can be avoided if the embankment has been constructed of impermeable material, has been compacted, and if anti-seep collars are used around the barrel. Correction of any of these design flaws is difficult. Inspections to occur biannually, with at least one biannual inspection occurring during or immediately after a rainfall event. *A written record should be kept of inspection results and corrective measures taken.*

PFLUGERVILLE FARMS APARTMENTS Permanent Pollution Abatement Measures

- *Sediment Removal.* Wet ponds will eventually accumulate enough sediment to significantly reduce storage capacity of the permanent pool. As might be expected, the accumulated sediment can reduce both the appearance and pollutant removal performance of the pond. Sediment accumulated in the sediment forebay area should be removed from the facility every two years to prevent accumulation in the permanent pool. Dredging of the permanent pool should occur at least every 20 years, or when accumulation of sediment impairs functioning of the outlet structure. *A written record should be kept of inspection results and corrective measures taken.*
- *Harvesting.* If vegetation is present on the fringes or in the pond, it can be periodically harvested and the clippings removed to provide export of nutrients and to prevent the basin from filling with decaying organic matter. Inspections for harvesting should be performed twice a year and after each rainfall event. *A written record should be kept of inspection results and maintenance performed.*
- *Discharge Pipe.* The basin discharge pipe shall be checked for accumulation of silt, debris, or other obstructions which could block flow. Soil accumulations, vegetative overgrowth and other blockages should be cleared from the pipe discharge point. Erosion at the point of discharge shall be monitored. If erosion occurs, the addition of rock rubble to disperse the flow should be accomplished. *A written record should be kept of inspection results and corrective measures taken.*
- *Visually Inspect Security Fencing for Damage or Breach.* Check maintenance access gates for proper correction. Damage to fencing or gates shall be repaired within 5 working days. *A written record should be kept of inspection results and maintenance performed.*

Owner Contact Information:

Name: RPC Stone Hill Investments, LP
Address: 2101 Cedar Springs Road, Suite 1600
Dallas, TX 75201
Attn: Greg Bates
Phone: (214) 849-9046

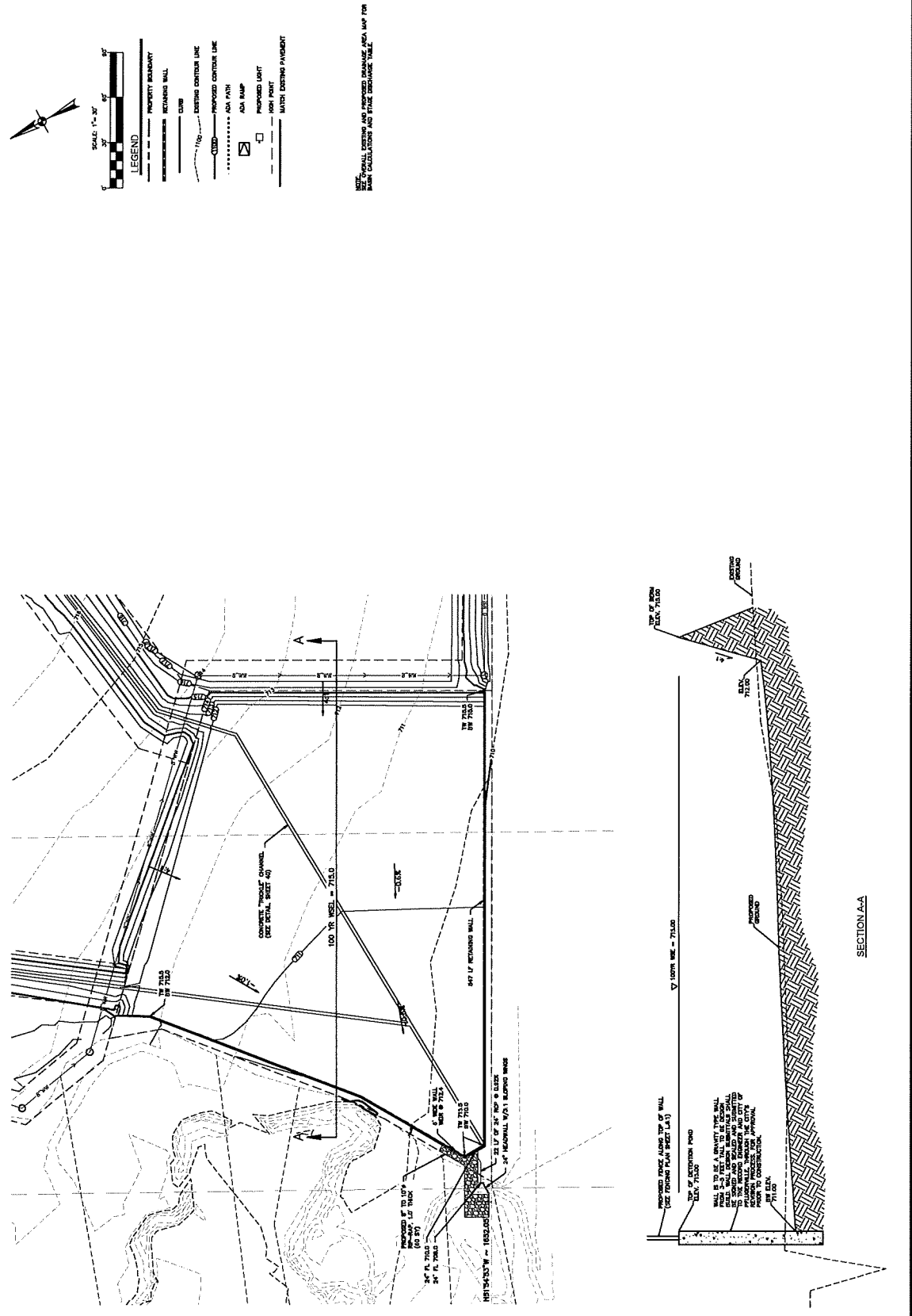
NO.	REVISION	DATE
1	DATA 1	11/20/20
2	DATA 2	08/27/20



Pape-Dawson ENGINEERS
 1300 RAUSCHER DRIVE
 PFLUGERVILLE, TEXAS
 DETENTION POND PLAN

PLUGERVILLE FARMS APARTMENTS
 1300 RAUSCHER DRIVE
 PFLUGERVILLE, TEXAS
 DETENTION POND PLAN

JOB NO. 200801-02
 DATE AUGUST 2008
 DESIGNED BY [blank]
 CHECKED BY [blank] DRAWN BY [blank]
 SHEET 36 OF 84



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NO. REVISION	DATE
1	08/20/08
2	08/20/08
3	08/20/08

