

RESOLUTION NO. _____

A RESOLUTION OF THE CITY OF PFLUGERVILLE, TEXAS ACCEPTING A STORMWATER FACILITIES MAINTENANCE COVENANT, LICENSE AND AGREEMENT FOR LISSO PHASE 1 POND MAINTENANCE BETWEEN TAYLOR MORRISON OF TEXAS, INC. (“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 Lisso 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 _____ 2021.

Victor Gonzales, Mayor

ATTEST:

Trista Evans, City Secretary

Exhibit A
Lisso 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 Agreement (“Agreement”) is made by and between **Taylor Morrison of Texas, Inc.**, a Texas corporation (“OWNER”) the owner of a tract of land being more particularly described in **Exhibit A**, which is attached hereto and incorporated herein 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 successors, heirs, 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 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 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 impressed 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 Land Records 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.

(b) The OWNER covenants and declares that OWNER shall maintain and inspect the permanent BMPs in accordance with the "Maintenance and Repair Plan" also provided in **Exhibit B**, and the Regulations. OWNER acknowledges and agrees that the Maintenance and Repair Plan may not be modified without the CITY Development Director's, or 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 within thirty (30) days of the City's written request which shall also include documentation of the costs expended by the CITY. 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. After conveyance of the Property to the CITY, OWNER hereby reserves a perpetual access and maintenance easement to the Property and all post construction storm water BMPs shown on the SWMSP for the purpose of inspection, repair and perpetual maintenance.

4. LICENSE. By separate instrument dated of even date herewith, OWNER has granted to the CITY a Drainage Easement 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 THE DRAINAGE EASEMENT IS TERMINATED OR 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, AGREE 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 Real Property Records 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.

(g) Intentionally deleted.

(h) OWNER shall have the right to assign such maintenance obligations to a property owner's association, in a form to be approved by the City, and upon such assignment OWNER shall be automatically released from such maintenance obligations under this Agreement.

Executed and effective on this 7th day of July, 2021.

OWNER:

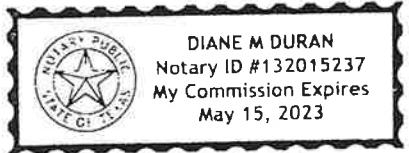
TAYLOR MORRISON OF TEXAS, INC., a Texas corporation

By: Michael Slack
Name: Michael Slack
Title: Vice President

THE STATE OF TEXAS §
 §
COUNTY OF Williamson §

This instrument was acknowledged before me on the 7th day of July, 2021 by Michael Slack, as Vice President of Taylor Morrison of Texas, Inc., a Texas corporation, on behalf of said corporation.

[Signature]
Notary Public, State of Texas



The City of Pflugerville does hereby accept the above described license in accordance with the terms of this Agreement.

CITY OF PFLUGERVILLE, TEXAS

By: _____
Sereniah Breland, City Manager

ATTEST:

Karen Thompson, City Secretary

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

**A METES AND BOUNDS
DESCRIPTION OF A
3.634 ACRE TRACT OF LAND**

BEING a 3.643 acre (158,289 square feet) tract of land situated in the Alexander Walters Survey Number 67, Abstract Number 791, City of Pflugerville, Travis County, Texas and being a portion of Tract II a called 223.34 acres tract of land recorded in document number 2008024920 of the Official Public Records of Travis County, Texas; and being more particularly described as follows;

COMMENCING at a 1/2-inch iron rod with surveyor's cap stamped "KHA" found at the intersection of the easterly right-of-way line of Wells Branch Parkway (variable width) with the northerly right-of-way line of Killingsworth Lane (variable width);

THENCE, North 30°48'47" East, 1616.34 feet departing said intersection and crossing into said Tract II to the **POINT OF BEGINNING** of the herein described tract;

THENCE, continuing across said Tract II the following twenty-two (22) courses and distances:

1. North 28°35'23" East, 366.61 feet to a point for corner;
2. in a southeasterly direction, along a non-tangent curve to the right, a central angle of 13°20'33", a radius of 39.00 feet, a chord bearing and distance of South 68°04'54" East, 9.06 feet, and a total arc length of 9.08 feet to a point of tangency;
3. South 61°24'37" East, 32.48 feet to a point of curvature;
4. in a southeasterly direction, along a tangent curve to the right, a central angle of 34°52'12", a radius of 50.00 feet, a chord bearing and distance of South 43°58'31" East, 29.96 feet, and a total arc length of 30.43 feet to a point of reverse curvature;
5. in a southeasterly direction, along a tangent reverse curve to the left, a central angle of 37°25'38", a radius of 31.00 feet, a chord bearing and distance of South 45°15'14" East, 19.89 feet, and a total arc length of 20.25 feet to a point of reverse curvature;
6. in a southeasterly direction, along a tangent reverse curve to the right, a central angle of 65°33'27", a radius of 57.00 feet, a chord bearing and distance of South 31°11'20" East, 61.72 feet, and a total arc length of 65.22 feet to a point of tangency;

7. South 1°35'24" West, 48.75 feet to a point of curvature;
8. in a southeasterly direction, along a tangent curve to the left, a central angle of 67°16'09", a radius of 25.00 feet, a chord bearing and distance of South 32°02'41" East, 27.69 feet, and a total arc length of 29.35 feet to a point of tangency;
9. South 65°40'45" East, 119.60 feet to a point for corner;
10. North 20°25'20" East, 20.54 feet to a point for corner;
11. South 69°34'40" East, 30.00 feet to a point for corner;
12. South 55°58'01" East, 116.56 feet to a point of curvature;
13. in a southeasterly direction, along a tangent curve to the right, a central angle of 73°10'43", a radius of 80.00 feet, a chord bearing and distance of South 19°22'39" East, 95.37 feet, and a total arc length of 102.18 feet to a point of tangency;
14. South 16°14'59" West, 73.78 feet to a point of curvature;
15. in a southwesterly direction, along a tangent curve to the right, a central angle of 38°31'52", a radius of 51.00 feet, a chord bearing and distance of South 35°30'55" West, 33.65 feet, and a total arc length of 34.30 feet to a point of tangency;
16. South 54°46'51" West, 61.73 feet to a point for corner;
17. South 27°16'53" West, 74.51 feet to a point for corner, from which a 1/2-inch iron rod found on the southeasterly line of said Tract II bears South 65°51'54" East, 433.35 feet;
18. South 27°16'53" West, 150.00 feet to a point for corner;
19. North 62°43'07" West, 15.00 feet to a point for corner;
20. North 27°16'53" East, 170.00 feet to a point for corner;
21. North 62°43'07" West, 324.90 feet to a point for corner;
22. North 61°35'08" West, 167.60 feet to the **POINT OF BEGINNING**, and containing 3.634 acres of land in Hays County, Texas. The basis of bearing for this description is the Texas State Plane Coordinate System GRID, Central Zone (FIPS 4203) (NAD'83). All distance shown are on the GRID and shown in U.S. Survey Feet. This document was prepared in the office of Kimley-Horn and Associates, Inc. in San Antonio, Texas.

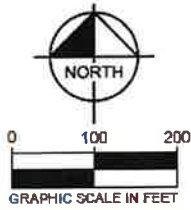
ABEL P. STENDAHL
REGISTERED PROFESSIONAL
LAND SURVEYOR NO. 6754
601 NW LOOP 410, SUITE 350
SAN ANTONIO, TEXAS 78216
PH. 210-541-9166
abel.stendahl@kimley-horn.com



Abel P. Stendahl

DRAINAGE EASEMENT
ALEXANDER WALTERS SURVEY NO. 67,
ABSTRACT NO. 791
TRAVIS COUNTY, TEXAS

Kimley»Horn					
601 NW Loop 410, Suite 350 San Antonio, Texas 78216		FIRM # 10193973		Tel. No. (210) 541-9166 www.kimley-horn.com	
Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
N/A	XXX	XXX	11/2017		1 OF 3



TRACT II
 CALLED 223.34 ACRES
 DWAIN & JAN SELMAN
 DOC. NO. 2008024920 OPRTC
 (REMAINDER)

**DRAINAGE
 EASEMENT**
 3.634 ACRES
 158,289 SQ. FT.

TRACT II
 CALLED 223.34 ACRES
 DWAIN & JAN SELMAN
 DOC. NO. 2008024920 OPRTC
 (REMAINDER)

30' WASTEWATER EASEMENT
 VOL. 12392, PG. 367, RPRTC
 DOC. NO. 200817972, OPRTC

POC
 IRSC (KHA)

WELLS BRANCH PARKWAY
 (VARIABLE WIDTH)
 DOC. NO. 200748333

KILLINGSWORTH LANE
 (VARIABLE WIDTH)

1/2" IRFC

ALEXANDER WALTERS SURVEY NO. 67
 ABSTRACT NO. 791

1/2" IRF
 ON LINE

TRACT II
 CALLED 82.33 ACRES
 SUN BOULDER RIDGE LLC
 DOC. NO. 2016072108
 OPRTC

NATHAN MOORE
 SURVEY NO. 45
 ABSTRACT NO. 512

NOTES:

1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID, CENTRAL ZONE (FIPS 4203) (NAD'83), AS DETERMINED BY THE GLOBAL POSITIONING SYSTEM (GPS). ALL DISTANCES SHOWN HEREON ARE ON THE GRID. THE UNIT OF LINEAR MEASUREMENT IS U.S. SURVEY FEET.
2. SEE SHEET 3 OF 3 FOR LINE AND CURVE DATA

LEGEND:

- POC = POINT OF COMMENCING
- POB = POINT OF BEGINNING
- IRSC = 1/2" IRON ROD W/ "KHA" CAP SET
- IRFC = IRON ROD W/CAP FOUND
- IRF = 1/2" IRON ROD FOUND
- DRTC = DEED RECORDS OF TRAVIS COUNTY
- OPRTC = OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
- RPRTC = REAL PROPERTY RECORDS OF TRAVIS COUNTY

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DRAINAGE EASEMENT
 ALEXANDER WALTERS SURVEY NO. 67,
 ABSTRACT NO. 791
 TRAVIS COUNTY, TEXAS

Kimley»Horn

501 NW Loop 410, Suite 350 San Antonio, Texas 78216 FIRM # 10193973 Tel. No. (210) 541-9166 www.kimley-horn.com

Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = 200'	NLS	APS	6/11/2020	068705906	2 OF 3

LINE AND CURVE TABLE

LINE TABLE		
NO.	BEARING	LENGTH
L1	N28°35'23"E	366.61'
L2	S61°24'37"E	32.48'
L3	S01°35'24"W	48.75'
L4	S65°40'45"E	119.60'
L5	N20°25'20"E	20.54'
L6	S69°34'40"E	30.00'
L7	S55°58'01"E	116.56'
L8	S16°14'59"W	73.78'
L9	S54°46'51"W	61.73'
L10	S27°16'53"W	74.51'
L11	S27°16'53"W	150.00'
L12	N62°43'07"W	15.00'
L13	N27°16'53"E	170.00'
L14	N62°43'07"W	324.90'
L15	N61°35'08"W	167.60'

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	13°20'33"	39.00'	9.08'	S68°04'54"E	9.06'
C2	34°52'12"	50.00'	30.43'	S43°58'31"E	29.96'
C3	37°25'38"	31.00'	20.25'	S45°15'14"E	19.89'
C4	65°33'27"	57.00'	65.22'	S31°11'20"E	61.72'
C5	67°16'09"	25.00'	29.35'	S32°02'41"E	27.69'
C6	73°10'43"	80.00'	102.18'	S19°22'39"E	95.37'
C7	38°31'52"	51.00'	34.30'	S35°30'55"W	33.65'

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Scale	Drawn by	Checked by	Date	Project No.	Sheet No.
1" = ###'	NLS	APS	6/11/2020	068705906	2 OF 3

EXHIBIT B
PERMANENT STORMWATER MAINTENANCE PLAN



PERMANENT STORMWATER MAINTENANCE PLAN

TAKEN FROM TCEQ TECHNICAL GUIDANCE ON BEST MANAGEMENT PRACTICES (RG-348)

The owner shall provide a written report to the City's Development Services Center on or before December 31st of each subsequent year specifically detailing the inspection and maintenance obligations undertaken to maintain the Detention Pond during the current calendar year. The owner shall confirm that the contact information for the point of contact for maintenance issues with each annual report and shall immediately notify the City of Pflugerville should the contact information change.

LISSO DETENTION POND

Detention basins have moderate to high maintenance requirements, depending on the extent to which future maintenance needs are anticipated during the design stage. Responsibilities for both routine and nonroutine maintenance tasks need to be clearly understood and enforced. If regular maintenance and inspections are not undertaken, the basin will not achieve its intended purposes.

There are many factors that may affect the basin's operation and that should be periodically checked. These factors can include mowing, control of pond vegetation, removal of accumulated bottom sediments, removal of debris from all inflow and outflow structures, unclogging of orifice perforations, and the upkeep of all physical structures that are within the detention pond area. One should conduct periodic inspections and after each significant storm. Remove floatables and correct erosion problems in the pond slopes and bottom. Pay particular attention to the outlet control perforations for signs of clogging. If the orifices are clogged, remove sediment and other debris. The generic aspects that must be considered in the maintenance plan for a detention facility are as follows:

Routine Maintenance

Inspections: 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 pond is meeting the target detention times. In particular, the detention control device should be regularly inspected for evidence of clogging, or conversely, for too rapid a release. If the design drawdown times are exceeded by more than 24 hours, then repairs should be scheduled immediately. The upper stage pilot channel, if any, and its flow path to the lower stage should be checked for erosion problems. During each inspection, erosion areas inside and downstream of the BMP should be identified and repaired or revegetated immediately.

Mowing: The upper stage, side slopes, embankment, and emergency spillway of a detention basin must be mowed regularly to discourage woody growth and control weeds. Grass areas in and around basins should be mowed at least twice annually to limit vegetation height to 18 inches. More frequent mowing to maintain aesthetic appeal may be necessary in landscaped areas. When mowing of grass is performed, a mulching mower should be used, or grass clippings should be caught and removed.

Debris and Litter Removal: Debris and litter will accumulate near the detention control device and should be removed during regular mowing operations and inspections. Particular attention should be paid to floating debris that can eventually clog the control device or riser.



Erosion Control: The pond side slopes, emergency spillway, and embankment all may periodically suffer from slumping and erosion, although this should not occur often if the soils are properly compacted during construction. Regrading and revegetation may be required to correct the problems. Similarly, the channel connecting an upper stage with a lower stage may periodically need to be replaced or repaired.

Non-routine maintenance

Structural Repairs and Replacement: With each inspection, any damage to the structural elements of the system (pipes, concrete drainage structures, retaining walls, etc.) should be identified and repaired immediately. These repairs should include patching of cracked concrete, sealing of voids, and removal of vegetation from cracks and joints. The various inlet/outlet and riser works in a basin will eventually deteriorate and must be replaced. Public works experts have estimated that corrugated metal pipe (CMP) has a useful life of about 25 yr, whereas reinforced concrete barrels and risers may last from 50 to 75 yr.

Nuisance Control: Standing water (not desired in a extended detention basin) or soggy conditions within the lower stage of the basin can create nuisance conditions for nearby residents. Odors, mosquitoes, weeds, and litter are all occasionally perceived to be problems. Most of these problems are generally a sign that regular inspections and maintenance are not being performed (e.g., mowing, debris removal, clearing the outlet control device).

Sediment Removal: When properly designed, dry detention basins will accumulate quantities of sediment over time. Sediment accumulation is a serious maintenance concern in detention dry ponds for several reasons. First, the sediment gradually reduces available stormwater management storage capacity within the basin. Second, unlike wet detention basins (which have a permanent pool to conceal deposited sediments), sediment accumulation can make dry extended detention basins very unsightly. Third, and perhaps most importantly, sediment tends to accumulate around the control device. Sediment deposition increases the risk that the orifice will become clogged, and gradually reduces storage capacity reserved for pollutant removal. Sediment can also be resuspended if allowed to accumulate over time and escape through the hydraulic control to downstream channels and streams. For these reasons, accumulated sediment needs to be removed from the lower stage when sediment buildup fills 20% of the volume of the basin or at least every 10 years.

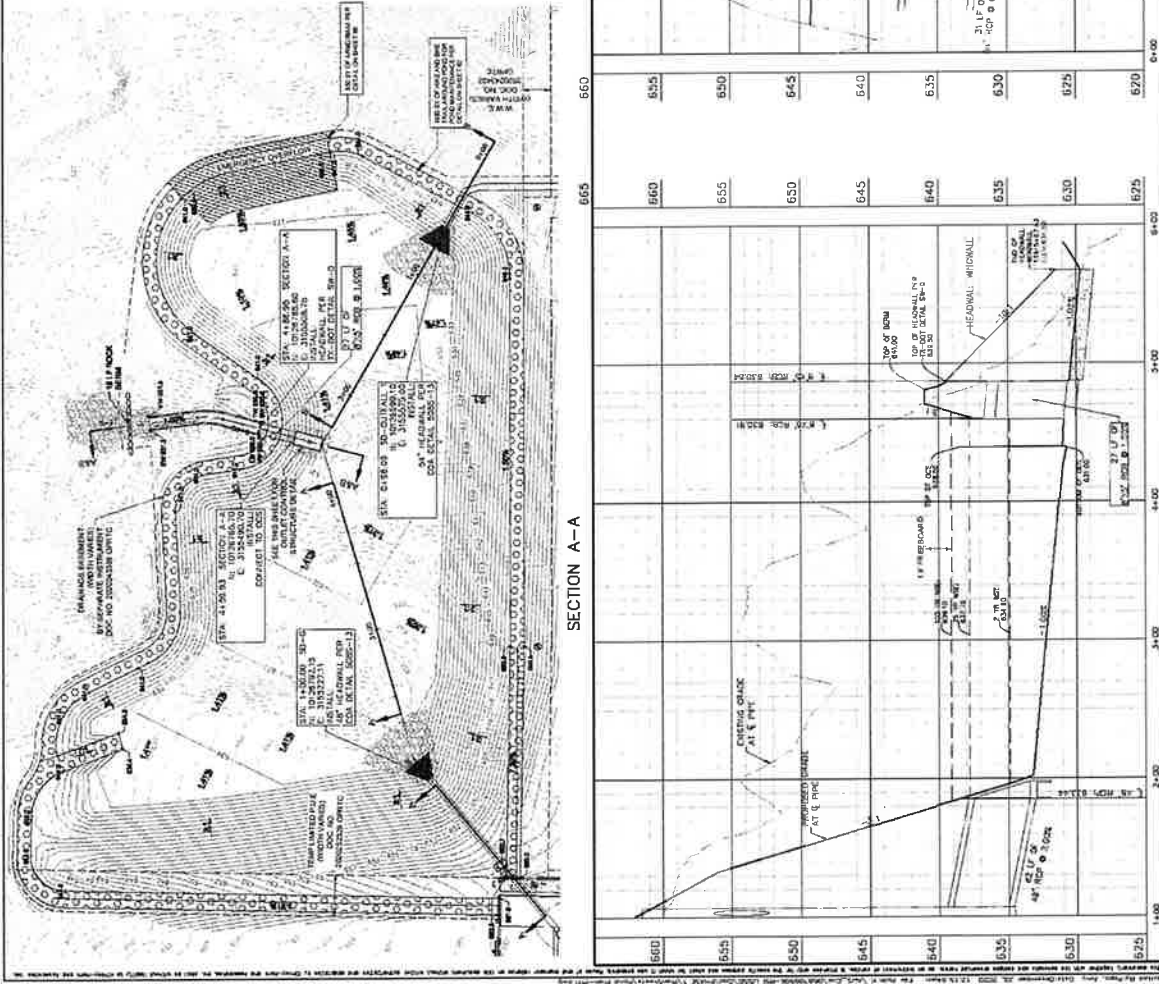
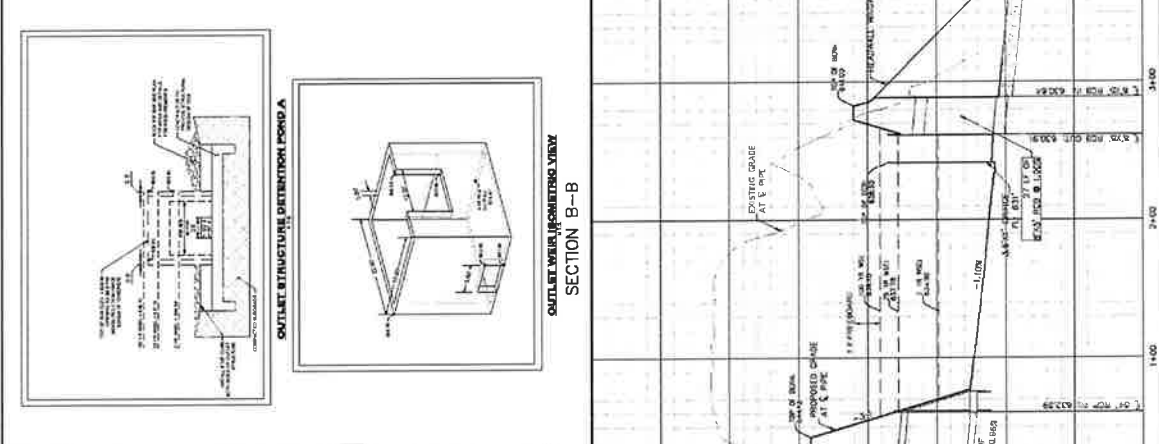
LEGEND
 PROPERTY LINE
 PROPOSED LOW WATER LINE
 EXISTING LOW WATER LINE
 PROPOSED STORM SEWER INLET
 PROPOSED STORM SEWER MANHOLE
 PROPOSED STORM SEWER CONNECTION
 PROPOSED STORM SEWER SECTION
 PROPOSED CONDUIT
 EXISTING CONDUIT
 MAIN TRUNK ACCESS PAVEMENT
 18" DIA. 10' SPAN BOX CULVERT
 18" DIA. 10' SPAN BOX CULVERT

NOTES:
 1. ALL EXISTING UTILITIES SHOWN BY FIELD SURVEY.
 2. ALL PROPOSED UTILITIES SHALL BE INSTALLED UNDER THE PAVEMENT.
 3. ALL PROPOSED UTILITIES SHALL BE INSTALLED UNDER THE PAVEMENT.
 4. ALL PROPOSED UTILITIES SHALL BE INSTALLED UNDER THE PAVEMENT.

BENCHMARKS
 BENCHMARKS ARE SHOWN ON THIS PLAN. THE BENCHMARK IS A 1" DIA. IRON PIPE SET IN CONCRETE. THE BENCHMARK IS TO BE USED TO CONTROL THE ELEVATION OF ALL UTILITIES AND STRUCTURES.

811
 Know what's below. Call before you dig.

PROFILE SCALE
 HORIZONTAL 1" = 40'
 VERTICAL 1" = 2'



After recording, return to:

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