

ORDINANCE NO. 2019-26

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS AMENDING THE BASTROP CITY CODE OF ORDINANCES, CHAPTER 10, ARTICLE 10.03 SUBDIVISION ORDINANCE, SECTION 2- GENERAL, SECTION 3 – PURPOSE, AUTHORITY & JURISDICTION, SECTION 4 - PLATTING PROCEDURE, AND CHAPTER 5 – STANDARD DIVISION DESIGN REQUIREMENTS; REPEALING CONFLICTING PROVISIONS; APPROVING A STANDARDIZED PUBLIC IMPROVEMENT PLAN AGREEMENT, ATTACHED AS ATTACHMENT A; AND PROVIDING FOR FINDINGS OF FACT, ENACTMENT, ENFORCEMENT, A REPEALER, AND SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND PROPER NOTICE AND MEETING.

WHEREAS, House Bill 3167 of the 86th Session of the Texas Legislature requires that a subdivision development plan, subdivision construction plan, site plan, land development application, site development plan, preliminary plat, general plan, final plat, and replat be approved, approved with conditions, or disapproved by staff and/or Planning & Zoning Commission within 30 days of filing or it is deemed approved by inaction; and

WHEREAS, Texas Local Government Code Chapter 212, Subchapter A. Regulation of Subdivisions, Section 212.002 – Rules, grants authority to a governing body of a municipality, after conducting a public hearing on the matter, to adopt rules governing plats and subdivisions of land within the municipality’s jurisdiction to promote the health, safety, morals, or general welfare of the municipality and the safe, orderly, and healthful development of the municipality.

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

SECTION 1. FINDINGS OF FACT

The foregoing recitals are incorporated into this Ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2. ENACTMENT

That Chapter 10 of the Code of Ordinance, entitled Article 10.03 “Subdivision Ordinance,” shall be amended to read as described and attached hereto as Exhibit “A.”

SECTION 3. REPEALER

In the case of any conflict between other provisions of this Ordinance and any existing Ordinance of the City, the provisions of this Ordinance will control.

SECTION 4. SEVERABILITY

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this Ordinance that can be given effect without the invalid provision.

SECTION 5. ENFORCEMENT

The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 6. EFFECTIVE DATE

This Ordinance shall be effective immediately upon passage and publication.


SECTION 7. OPEN MEETINGS

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

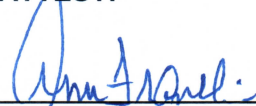
READ & ACKNOWLEDGED on First Reading on the 14th day of August 2019.

READ & APPROVED on the Second Reading on the 27th day of August 2019.

APPROVED:

by 
Connie B. Schroeder, Mayor

ATTEST:


Ann Franklin, City Secretary

APPROVED AS TO FORM:


Alan Bojorquez, City Attorney

City of Bastrop Code of Ordinances

ARTICLE 10.03 Subdivision Ordinance

SECTION 2 – GENERAL

For the purposes of this Ordinance, certain terms and words are hereby defined; terms not defined herein shall be constructed in accordance with customary usage in municipal planning and engineering practices.

Administrative Procedure – no change.

Amending – no change

Applicant: A person or entity who submits to the City an application for an approval required by this Chapter. To be qualified as an Applicant under this Chapter, the person or entity must have sufficient legal authority or proprietary interests in the land to commence and maintain proceedings under this Chapter. The term shall be restricted to include only the Property Owner(s), or a duly authorized agent and representative of the Property Owner.

Application – A written request to the City for an approval required by this Chapter that contains all information required by this Chapter and that has been deemed administratively complete by the City on a uniform submittal date.

Calendar Day – every consecutive day on the calendar, including holidays and weekends.

City Engineer – no change

City or The City – no change

City Secretary – no change

City Zoning and Planning Commission – no change

Developer/Subdivider – no change

Development Review Committee (“DRC”) – A group that shall consist of City staff including, but not limited to, Planning & Development/building inspections, engineering, public works/parks/water/wastewater, electric, fire, and the City Manager’s office.

Extraterritorial Jurisdiction (ETJ) – no change

Filed – The date on a uniform submittal date when a submission has been deemed an administratively complete application. A plan or permit application shall be reviewed for completeness and be deemed administratively complete to be considered filed.

Homeowners Association – no change

Major Street – no change

Minor or Residential Streets – no change

OSSF – no change

Plat – no change

Pre-Construction – formal meeting with the City Engineer before a Public Improvement Plan or Public Improvement Plan Agreement may be approved.

Pre-Development Meeting -- formal meeting with planning staff required before a request for any plat, replat, or plat vacation may be submitted to the city.

Public Wastewater Treatment and Collection System – no change

Replat – no change

Resubdivision – no change

Rural Subdivision – no change

Secondary or Collector Street – no change

Shall or May – no change

Short Form Procedure – Delete

Small Rural Subdivision – no change

Sketch Drawing – shall mean a preliminary design of a subdivision and/or development that illustrates the layout of rights-of-way, blocks, lots, easements, civic/open spaces, drainage areas, and land uses. A sketch drawing is preliminary in nature but provides enough detail to define the physical form of a subdivision and/or development to allow staff to provide relative feedback to an applicant. Review of a sketch drawing is not considered the filing of an original application or plan for development for purposes of Chapter 245 of the Texas Local Government Code.

Standard Procedure – no change

Standard Subdivision – no change

Subdivision – no change

Suburban Subdivision – no change

Texas Department of Transportation and/or TxDOT – no change

Total Construction Cost – no change

Transmission lines – no change

SECTION 3 – PURPOSE, AUTHORITY AND JURISDICTION

3.50 Development Manual – The Development Manual dated August 27, 2019 is hereby adopted by reference as if set forth in full. The Development Manual shall contain specifications and policy guidance necessary to comply with the Texas Local Government Code Chapters 211 and 212 and the City's Subdivision and Zoning Ordinances. The Development Manual may be amended administratively from time to time by the Director of Planning & Development to maintain compliance with state law provisions and City ordinances.

SECTION 4 – PLATTING PROCEDURE

4.10 – STANDARD PROCEDURE – PLATTING

4.10.1 Plat Required. Refer to Texas Local Government Code Chapter 212, Subchapter A. Regulations of Subdivisions, Section 212.004 – Plat Required. Additionally, all plats shall meet the requirements of Ordinance No. 2019-27, Enhanced Permit Review Process, as a condition prior to submitting a plat to the City.

4.10.2 Delegation of Approval Responsibility. The City Council hereby delegates approval authority to the Director of Planning and Development in accordance with Texas Local Government Code Chapter 212, Subchapter A. Regulations of Subdivisions, Section 212.0065 – Delegation of Approval Responsibility.

4.10.3 Vacating Plat. Refer to Texas Local Government Code Chapter 212, Subchapter A. Regulations of Subdivisions, Section 212.013 – Vacating Plat.

4.10.4 Replat. Refer to Texas Local Government Code Chapter 212, Subchapter A. Regulations of Subdivisions, Section 212.014 – Replatting without Vacating Preceding Plat; Section 212.0145 – Replatting without Vacating Preceding Plat: Certain Subdivisions; Section 212.015 – Additional Requirements for Certain Replats.

4.10.5 Amending Plat. Refer to Texas Local Government Code Chapter 212, Subchapter A. Regulations of Subdivisions, Section 212.016 - Amending Plat.

4.10.6 All Other Plats.

a. **Preliminary Plat** is required if a property is being subdivided into five (5) or more lots, right-of-way dedication when roadway improvements are required, and any public infrastructure is required. The purpose is to present a detailed layout of the proposed subdivision in order to facilitate review by the Planning & Zoning Commission of the proposed subdivision's street and drainage system, easements, utilities, building lots, and other lots including open space. Preliminary plats shall be submitted for approval, in accordance with Sections 4.10.7 and 4.10.8 of this Ordinance **AFTER** complying with 4.10.6.1-6 below and prior to the approval of construction plans or a final plat. No application will be deemed administratively complete and filed on the next uniform submittal date until the below steps are taken.

1. **Step One:** In order to file a Preliminary Plat, a Pre-Development Meeting shall be required. A sketch drawing of lots, blocks, and street layout; a concept drainage plan, as required in Section 2.B.3 of the Stormwater Drainage Design Manual; and a completed Pre-Development Meeting Application are required for submission in order to schedule a meeting. Staff will review for compliance with all existing and applicable State Laws and City requirements and provide written feedback to the applicant within five (5) business days of the conclusion of the meeting.

2. **Step Two:** A preliminary drainage plan, as required in Section 2.B.4 of the Stormwater Drainage Manual, shall be submitted and approved by the City Engineer along with a geotechnical report by a qualified professional testing laboratory to determine the engineering characteristics of soil, rock and/or fill material such that a geotechnical engineer can then determine and design the type of foundations, earthworks, drainage infrastructure design, and/or pavement subgrades required for the intended man-made structures to be built. Once Step Two is completed, the applicant can proceed to Step Three.

3. **Step Three:** A schematic Infrastructure Plan shall be submitted and approved by the City Engineer in accordance with Section 5.05.2. Once Step Three is completed, the applicant can proceed to Steps Four - Six.

4. **Step Four:** All TxDOT requirements in Section 5.05.11 must be met and all required TxDOT permits shall be obtained and submitted to the City as a part of the Preliminary Plat submittal.

5. **Step Five:** If the preliminary plat is for property located in the Lost Pines Habitat Conservation Area, a copy of an approved Certification of Participation to Landowners from Bastrop County shall be obtained and submitted to the City as a part of the Preliminary Plat submittal.

6. **Step Six:** Temporary Construction Easements for all infrastructure shall be acquired and submitted to the City as a part of the Preliminary Plat submittal.

b. **Final Plat** provides detailed geographic information and associated text indicating property boundaries, easements, streets, utilities, drainage, and other information required for the maintenance of public records of the subdivision of land. A Final Plat shall be submitted for approval by the Planning & Zoning Commission, in accordance with Sections 4.10.7, 4.10.8, and 5.05.7 of this Ordinance only after a Preliminary Plat is submitted and approved by the Planning & Zoning Commission and all requirements of Section 5 – Standard Division Design Requirements are met. The Preliminary Plat must be valid at the time the final plat for the subdivision is submitted to the City for consideration by the Planning & Zoning Commission.

4.10.7 Submission: The subdivider shall submit a plat of the entire area being subdivided. Each Submittal Package shall contain the following documents in order to be deemed complete. If all items are not present, the submission will not be accepted. The submission will be considered a filed application on the next uniform submittal date after which the submission has been considered administratively complete.

- A. Completed and signed Planning Application.
- B. Agent Authorization Letter.

C Signed Project Description Letter explaining proposed project, including number of lots existing and proposed, and if those lots are residential or commercial. If submission is for Vacating Plat, the Project Description Letter must provide evidence that the current plat does not meet the proposed development, granting the vacation would not be detrimental to the public health, safety, or welfare or otherwise injurious to the other property in the area, does not substantially conflict with the Comprehensive Plan and the purposes of the Code, and would not generally apply to other properties in the area, and contain signatures of owners of all lots within the original subdivision, if not under common ownership.

- D. Bastrop Central Appraisal District Map highlighting the subject property.
- E. Copy of deed showing current ownership.
- F. Copy of current tax statement of account or tax receipt showing taxes have been paid.
- G. Plat prints, collated and folded: Eight (8) 24" X 36".
- H. Eight (8) prints of the approved Preliminary Drainage Study as required in Section 4.10.6, if submitting a preliminary plat.
- I. Eight (8) prints of the utility schematic/plan.
- J. Eight (8) copies of letter outlining Planned Development requirements and how those required are addressed on the plat, if zoning is derived from a Planned Development.
- K. Utility Easement Release approvals from all utility providers.
- L. Proof of ability to serve by each proposed utility or completed utility evaluation by the City if utility is provided by the City.
- M. Digital Submittal: Digital submittals shall be provided on a labeled CD/DVD or flash drive in the format specified below in addition to the hard copy submittal. Application will not be accepted if not in the specified format listed below. The CD/DVD or flash drive will not be returned to the applicant.
 - 1. PDF 1 – Main Application Materials shall be one document and include a title page called Application – (Specify Project Name), Completed Application, Agent Authorization Form, Waiver Letter, and Project Description Letter.
 - 2. PDF 2 – Plats & Utilities shall be one document and include a title page called Plat Details – (Specify Project Name), Plat(s), drainage study, and utility schematics.
 - 3. PDF 3 – Remaining Checklist Items shall be one document and include a title page called Checklist Items – (Specify Project Name), tax map, deed(s), tax certificate, and Planned Development Information (if applicable).
 - 4. GIS or AutoCAD Files – should include files that show new parcel layout and easements formatted in a GIS geodatabase file or shape file; AutoCAD dwg file spatially referenced using NAD_1983_StatePlane_Texas_Central_FIPS_4203_Feet. should be Parcels_ProjectName and Easements_ProjectName.
- N. Plat filing fee shall be paid at the time of the submission as set forth in City of Bastrop Code of Ordinances – Appendix A.
- O. Copy of original plat, if filing an amending plat or replat.
- P. Proof of approved variances, if any.
- Q. All other required submittals and approvals required by this chapter.
- R. For Final Plat, proof that all contractors have been paid.

4.10.8 Plat Requirements. The plat shall be drawn to scale and shall show or be accompanied by the following information:

	4.10.8A. - PLAT DETAIL	Amending	Minor	Replat	Preliminary Plat	Final Plat
1	The name of the subdivision, which shall not duplicate an existing or pending subdivision.	X	X	X	X	X
2	The total acreage and the proposed total number of lots and blocks within the subdivision and the total acreage of rights-of-way.	X	X	X	X	X
3	The name of the owner and address. If the owner is a partnership, corporation or other entity other than an individual, the name of the responsible individual such as president or vice-president must be given.	X	X	X	X	X
4	The name of the licensed public surveyor and licensed engineer, when required, responsible for preparing the plat.	X	X	X	X	X
5	Scale: 1" = 100'.	X	X	X	X	X
6	North arrow, north to be at top of sheet, if possible.	X	X	X	X	X
7	Legend, depicting all symbols, located beside the plat sketch.	X	X	X	X	X
8	Date, revision block, and each revision shall bear a new date.	X	X	X	X	X
9	Applicable Plat Notes as shown in Section 4.10.4	X	X	X	X	X
10	Ownership boundaries shall be drawn in very heavy lines and shall include overall dimension and bearings.	X	X	X	X	X
11	Adjacent boundary lines and adjacent right-of-way lines of the proposed subdivision drawn with dashed lines.	X	X	X	X	X
12	A tie to an original corner of the tract of land of which subdivision is a part.	X	X	X	X	X

13	Name and location of adjacent subdivision, streets, easements, pipelines, water courses, etc. and the property lines and name of all adjoining property owners.		X	X	X	X
14	Name and location of adjacent subdivisions, streets, and property lines.	X				
15	Existing and proposed topographic and planimetric features within the subdivision, including water courses and ravines, high banks, width of existing and proposed easements and any other physical features pertinent to the subdivision. Contour lines at two (2) foot intervals in terrain with a slope of two (2) percent or less and five (5) foot intervals in terrain with slope greater than two (2) percent.		X	X	X	X
16	Existing transportation features within the subdivision including the location and width of right-of-way, streets, alleys and easements.	X	X	X	X	X
17	Proposed features to be dedicated for public use including location, right-of-way, pavement width, surfacing, and name of streets; approximate width and depth of all lots; and location of building lines, alleys, parks, squares, public easements, sanitary facilities, utilities, and sanitary control easements.	X	X	X	X	X
18	Lot and block lines and numbers of all lots and blocks proposed to be created with complete dimensions for front, rear and side lot lines.	X	X	X	X	X
19	Floodway, 100-year flood plain and finish floor elevation.	X	X	X	X	X
20	Locations and size of dimensions of existing utilities, drainage facilities, streets, alleys, and easements.	X	X	X	X	X
21	Location of City limits line, the outer border of the City's extraterritorial jurisdiction and zoning district boundaries, if they traverse the subdivision, form part of the subdivision, or are contiguous to such boundary.	X	X	X	X	X
22	Key Map. A key map showing relation of subdivision to well-known streets in all directions to a distance of at least one (1) mile.	X	X	X	X	X
23	An accurate on-the-ground boundary survey of the property with bearing and distances and showing the lines of all adjacent land, streets, easements and alleys with their names and width. (Streets, alleys and lot lines in adjacent subdivisions shall be shown		X	X	X	X

	dashed). All necessary data to reproduce the plat on the ground must be shown on the plat.					
24	A complete legal description by metes and bounds of the land being subdivided (field notes).		X	X	X	X
25	For streets to be dedicated: Complete curve data (delta, length of curve, radius, point of reverse curvature, point of tangency, chord length and bearing) shown on each side of the street; length and bearing of all tangents; dimensions from all angle points of curve to an adjacent side lot line shall be provided.			X		X
26	For water courses and easements to be dedicated: Distances to be provided along the side lot lines from the front lot line or the high bank of a stream. Travers line to be provided along the edge of all large water courses in a convenient location, preferably along a utility easement or drainage if paralleling the easement or stream. The 100-year flood plain easement shall be shown where applicable. A note shall be provided prohibiting construction within the 100-year flood plain except for public streets or roads or utilities.			X		X
27	A Certificate of ownership and dedication to the public of all streets, easements, alleys, parks, playgrounds, or other dedicated public uses, signed and acknowledged before a notary public by the owners and any holders of liens against the land.			X		X
28	A certificate of approval to be signed by the Planning & Zoning Chairman shall be placed on the face of the plat. See Section 4.10.7C1.			X		X
29	The certificate of the licensed public surveyor who surveyed, mapped and monumented the land shall be placed on the face of the plat.			X		X
30	Phasing Plan				X	
	4.10.8B. - STANDARD PLAT NOTES	Amending	Minor	Replat	Preliminary Plat	Final Plat
1	The Benchmarks used are: INSERT BENCHMARK DATA AND MONUMENT DATA.	X	X	X	X	X
2	Water service is provided by the INSERT NAME OF PROVIDER.			X	X	X
3	Wastewater service is provided by INSERT NAME OF PROVIDER.			X	X	X
4	Electric service is provided by INSERT NAME OF PROVIDER.			X	X	X

5	All easements of record as indicated on the most recent title run, dated INSERT DATE, conducted by INSERT NAME for this property are shown on this plat.	X	X	X	X	X
6	This Plat conforms to the Preliminary Plat approved by the Planning & Zoning Commission on INSERT APPROVAL DATE.					X
7	All subdivision permits shall conform to the City of Bastrop Code of Ordinances, public improvement standards, and generally accepted engineering practices per Section 5.10 of the Subdivision Ordinance.			X	X	X
8	Construction Plans and Specifications for all subdivision improvements shall be reviewed and accepted by the City of Bastrop prior to any construction within the subdivision.				X	X
9	The owner of this subdivision, and his or her successors and assigns, assumes sole responsibility for plans for construction of subdivision improvements which comply with applicable codes and requirements of the City of Bastrop. The owner understands and acknowledges that plat vacation or re-platting may be required, at the owner's sole expense, if plans to construct this subdivision do not comply with such codes and requirements.			X	X	X
10	By approving this plat, the City of Bastrop assumes no obligation to construct any infrastructure in connection with this subdivision. Any subdivision infrastructure required for the development of the lots in this subdivision is the sole responsibility of the developer and/or the owners of the lots. Failure to construct any required infrastructure to City standards may be just cause for the City to deny applications for certain development permits including building permits, site plan approvals and/or Certificate of Occupancy.				X	X
11	Fiscal surety for subdivision construction, in a form acceptable to the City of Bastrop, shall be provided prior to plat approval by the City.				X	X
12	No lot in this subdivision shall be occupied until connected to the approved water distribution and wastewater connection facilities.			X	X	X
13	Wastewater and Water systems shall conform to Texas Commission on Environmental Quality (TCEQ).			X	X	X
14	All utilities will be underground.	X	X	X	X	X

15	Impact fees shall be assessed in accordance with the ordinance effective at the time of platting.		X	X	X	X
16	Developer or property owner shall be solely responsible for all relocation and modifications to existing utilities.	X	X	X	X	X
17	A portion of this tract is within a flood hazard area as shown on the Flood Insurance Rate Map Panel # STATE NUMBER for Bastrop County, Effective INSERT DATE, INSERT COMMUNITY NUMBER Community Number, and is on Zone INSERT ZONE.	X	X	X	X	X
18	Temporary and permanent easements to be provided, as required at the City's sole discretion for off-site improvements.			X	X	X
19	As shown hereon, a ten (10) foot wide public utility easement (P.U.E.) is hereby dedicated adjacent to street Rights-of-Way on all lots. A five (5) foot wide P.U.E. is hereby dedicated along each street and rear lot line. (Change to 20 foot adjacent to ROW in BP&L service area.)	X	X	X	X	X
20	Property owner shall provide for access to all easements as may be necessary and shall not prohibit access by government authorities.	X	X	X	X	X
21	No building, fences, landscaping or other structures are permitted within drainage easements shown, except as approved by the City of Bastrop and/or Bastrop County.	X	X	X	X	X
22	All easements on private property shall be maintained by the property owner or his or her assignees.	X	X	X	X	X
23	No lot or structure shall be occupied prior to the Applicant submitting to the City of Bastrop documentation of subdivision/site registration with the Texas Department of Licensing and Regulations (TDLR) and provide documentation of review and compliance of the subdivision construction plans with Texas Architectural Barriers Act (TABAA).					X
24	Erosion and sedimentation controls constructed in accordance with the Subdivision Ordinance of the City of Bastrop are required for all construction on each lot, including single family and duplex construction.		X	X	X	X
25	Public utility and drainage easements where shown and/or described hereon are intended to indicate an easement for construction, operation, and maintenance of public utilities and drainage ways; including, but not limited to, sanitary sewers, force mains, water lines, telephone signal conduits, electric conductors, drainage pipes, and natural gas lines.		X	X	X	X

	STANDARD PLAT NOTES SPECIFIC TO CITY LIMITS:					
26	Sidewalks shall be constructed in accordance with the Subdivision Ordinance of the City of Bastrop.	X	X	X	X	X
27	Prior to construction of any improvements on lots in the subdivision, building permits will be obtained from the City of Bastrop.		X	X	X	X
28	Building setbacks shall be in accordance with City of Bastrop Subdivision Ordinance.	X	X	X	X	X
	STANDARD PLAT NOTES SPECIFIC TO EXTRATERRITORIAL JURISDICTION:					
29	A Bastrop County development permit is required prior to any site development.	X	X	X	X	X
	STANDARD PLAT NOTES SPECIFIC TO BASTROP POWER & LIGHT:					
30	Blanket Temporary Access and Construction Easement Document #INSERT NUMBER has been provided for construction access.		X	X	X	X
31	Upon completion of construction and installation of the Electric Facilities on the Property, the developer/owner shall have the Permanent Utility Easement (20 foot easement, to include a 10 foot buffer around all non-opening sides and a 20 foot buffer around opening sides of equipment) surveyed by metes and bounds, at its sole cost and expense, and a copy of that Permanent Easement survey provided to BP&L for the granting and recording of a Permanent Public Utility Easement. The Blanket Temporary Access and Construction Easement shall be vacated as such time BP&L accepts and records the Permanent Public Utility Easement.		X		X	X
32	Any public utility has the right to prune and/or remove trees, shrubbery vegetation and other obstructions to the extent necessary to keep the easements clear. The owner/developer of this subdivision/lot shall provide such providers with any easement and or access required, in addition to those indicated, for the installation and ongoing maintenance of public utilities.	X	X	X	X	X
33	The owner shall be responsible for installation of temporary erosion control, re-vegetation and tree protection for electric utility work required to provide electric service to this project.		X		X	X
34	All fees must be paid before materials are ordered or construction of electric facilities will be scheduled.		X		X	X

35	Line extension fees are required to be assessed at the time of platting. Provide electric load calculations, number of services, or plans for review.		X	X	X	X
	STANDARD PLAT NOTES, WHEN APPLICABLE:					
36	Variance from INSERT CODE AND VARIANCE DESCRIPTION was approved by the City of Bastrop on INSERT DATE.	X	X	X	X	X
37	Residential corner lots on unequal class street shall only access the street with the lower classification. Access for INSERT LOT is prohibited to INSERT STREET NAME.	X	X	X		X
38	All restrictions and notes from the previous existing subdivision, INSERT SUBDIVISION NAME, recorded in INSERT RECORDATION NUMBER, plat records, Bastrop County, Texas, shall apply to this plat.	X		X		X
	4.10.8.C - SIGNATURE BLOCK					
1	Planning & Zoning Commission Approval Format			X	X	X
<p>Approved this INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D. by the Planning & Zoning Commission of the City of Bastrop, Texas.</p> <p>Approved: _____ Attest: _____</p> <p>Planning & Zoning Commission Chairman City Secretary</p>						
2	Administrative Approval Format	X	X			
<p>Administratively approved and accepted by the City of Bastrop this INSERT DAY day of INSERT MONTH, INSERT YEAR.</p> <p>Approved: _____ Attest: _____</p> <p>City Manager City Secretary</p> <p>Director of Planning</p>						
3	Certificate of the Licensed Public Surveyor	X	X	X	X	X
The State of Texas§						

County of Bastrop§

KNOW ALL MEN BY THESE PRESENTS

That I, INSERT NAME, do hereby certify that I prepared this plat from an actual and accurate on-the-ground survey of the land and that the corner monuments shown thereon were properly placed under my personal supervision, in accordance with the subdivision regulations of the City of Bastrop, Texas.

Signature and Seal of Registered
Public Surveyor

Date

4	Certificate of the Licensed Engineer	X	X	X	X	X
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The State of Texas§
County of Bastrop§

KNOW ALL MEN BY THESE PRESENTS

That I, INSERT NAME, do hereby certify that the information contained on this plat complies with the subdivision regulations for the City of Bastrop, Texas and that the 100 year flood plain is as shown and will be contained within the drainage easement and or drainage right-of-way, as shown hereon.

Signature and Seal of Registered Engineer Date

5	Owner's Signature Block	X	X	X		X
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The State of Texas§
County of Bastrop§

KNOW ALL MEN BY THESE PRESENTS

That we, INSERT NAME(S) OF OWNER(S), being the owners of INSERT NUMBER OF ACRES acres out of INSERT LEGAL DESCRIPTION, according to the map or plat recorded in Plat Cabinet INSERT NAME, Page INSERT NUMBER, plat records of Bastrop County, Texas and as conveyed to us by deeds recorded in Instrument Number INSERT NUMBER of the official public records of said county do hereby subdivide said land with the plat shown hereon, to be known as:

INSERT SUBDIVISION NAME

Subject to easements and restrictions heretofore granted and not released and do hereby dedicate any streets and/or easements shown hereon to the public.

Witness my hand this INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D. <hr style="width: 30%; margin-left: 0;"/> Property Owner Name Property Owner Address						
6	County Clerk Signature Block	X	X	X	X	X
<p>The State of Texas§ County of Bastrop§</p> <p>I, INSERT COUNTY CLERK'S NAME, County Clerk of Bastrop County, Texas, do hereby certify that the foregoing instrument of writing and its certificate of authentication was filed for record in my office on the INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D. at INSERT HOUR o'clock INSERT AM BEFORE NOON or PM AFTER NOON, in the plat records of Bastrop County, Texas in Plat Cabinet INSERT NAME, Page INSERT NUMBER.</p> <p>Filed for record on the INSERT DAY day of INSERT MONTH, INSERT YEAR, A.D.</p> <div style="display: flex; justify-content: space-between; margin-top: 20px;"> <div style="width: 45%;"> <hr style="width: 80%; margin-left: 0;"/> Deputy </div> <div style="width: 45%;"> <hr style="width: 80%; margin-left: 0;"/> County Clerk, Bastrop County, Texas </div> </div>						

4.10.9 Incomplete Submissions. All plat submittals shall be reviewed for completeness and must be deemed administratively complete on a uniform submittal date to be considered filed. All incomplete submissions will be returned to applicant on the date listed for completeness checks on the Plat Schedule of Uniform Submittal Dates adopted annually by City Council.

4.10.10 Authority Responsible for Approval. The municipal authority responsible for approving plats is the City of Bastrop Planning & Zoning Commission unless authority is granted to the Director of Planning & Development in Section 4.10.2.

4.10.11 Action Taken by Planning & Zoning Commission or Director of Planning & Development: The Planning & Zoning Commission or Director of Planning & Development, as appropriate, shall approve, approve with conditions, or disapprove a plat within 30 days after the date the plat is filed on a uniform submittal date in accordance with Chapter 212, Section 212.009. A plat is considered approved by the municipal authority unless it is disapproved within that period.

If the plat is disapproved, the commission or director, as appropriate, shall provide a written statement to the subdivider listing the deficiencies that the plat has as related to

specific city ordinances or other law.

After disapproval, the subdivider may submit to the City a written response that remedies each reason for disapproval provided on a uniform submittal date. If the subdivider responds to the written comments, the Planning & Zoning Commission or Director of Planning & Development, as appropriate, will approve or disapprove the plat within fifteen (15) days of resubmission. The plat based on noncompliance with city code or state law. If disapproved, the Commission shall provide a written statement to the subdivider listing the deficiencies the plat has as related to specific city ordinances or other law.

4.10.12 Expiration of Preliminary Plat Approval. Approval of the preliminary plat does not constitute acceptance of the subdivision, but is authority to proceed with the preparation of the final plat. Any work done on the subdivision before the final plat is accepted and recorded is done at the risk of the subdivider. The approved preliminary plat shall expire two (2) years from the date such plat was approved if no progress has been made towards completion of the project pursuant to Texas Local Government Code Chapter 245, Issuance of Local Permits, Section 245.005 – Dormant Projects.

4.10.13 Recordation. After approval of the plat and only after the approval statement set forth in paragraph 4.10.8C has been executed, the City shall file the original of the plat in the Bastrop County Clerk's office after all public improvements, if required, have received final acceptance in accordance with the all City Ordinances and the Construction Technical Manual. One (1) copy of the plat shall be provided to the Director of Planning and Development for filing. The plat shall be submitted on a 24" x 36" mylar sheet(s) with all appropriate signatures provided on the City of Bastrop signature blocks. A current copy of a tax certificate showing all taxes have been paid will be required prior to the City filing the plat with the County.

4.10.13 Responsibility. Notwithstanding the approval of any final plat by the Planning & Zoning Commission, the applicant and the engineer that prepares and submits such plats shall be and remain responsible for the adequacy of the design and nothing in this chapter shall be deemed or constructed to relieve or waive the responsibility of the applicant or his/her engineer for or with respect to any plat submitted.

4.10.14 Fees. Platting fees shall be paid at the time of the submittal in accordance with the Code of Ordinances, Appendix A – Fee schedule.

SECTION 5 – STANDARD DIVISION DESIGN REQUIREMENTS

5.05.1 Administration and Review.

a. **Development Review Committee – Purpose.** The Development Review Committee (DRC) shall be organized to generally ensure compliance by site owners with all applicable codes, regulations, laws, ordinances and plans and to coordinate examination of development proposals to ensure that all City requirements, established by Ordinance, resolution or policy, have been met without conflict. The Development Review Committee shall have all the power and duties specifically provided for herein.

b. **Development Review Committee - Organization and Membership.** The Development Review Committee shall consist of City staff including, but not limited to representatives from:

1. Planning & Development/Building Inspections.
2. Engineering.
3. Public Works/Parks/Water/Wastewater
4. Electric.
5. Fire.
6. City Manager's Office

c. **Development Review Committee – Powers and Duties.**

(1) Provide a series of technical reviews and analysis of each project in a holistic manner to provide quick turnaround reviews, reduce comment conflicts, provide consistent feedback to each applicant and project, and ensure all recommendations for disapproval have clear and convincing evidence to meet the requirements of Texas Local Government Code Chapter 212.0097.

(2) Approve applications which meet the intent, standards, and requirements, if no public hearing is required by state law or by City ordinances.

(3) Recommend approval or disapproval of exceptions or waivers to City Council in accordance with the City's Code of Ordinances, Chapter 16 – Stormwater Drainage, Section 16.01.013.

(4) Conduct annual reviews of all technical manuals and provide a consolidated list of recommendations for City Council considerations, if needed.

5.05.2 Infrastructure Plan.

a. **Format.** Drawings shall be on twenty-two-inch by thirty-four-inch (22"x34") sheets at generally accepted horizontal and vertical engineering scales.

b. **Content.** An Infrastructure Plan shall be submitted and approved by the City Engineer in accordance with Section 5.05.1 as Step 3 prior to submitting a request for any Plat. The Infrastructure Plan shall be drawn to scale and shall show or be accompanied by the following information:

5.10.2 Infrastructure Plan Requirements	
1	COVER SHEET
1.1	Title of Project, Location, and Type of Plans
1.2	Sheet Index/Table of Contents
1.3	Vicinity Map of the Project including surrounding streets with a north arrow pointing in the correct direction
2	NOTE SHEET(S)

2.1	City of Bastrop general construction notes, water notes, wastewater notes, and erosion, sedimentation control and tree protection notes.
2.2	Project Specific Notes (Must not conflict with other required notes).
2.3	Street Summary Design Table with Pavement
3	EROSION, SEDIMENTATION AND TREE PROTECTION SHEET
3.1	Drainage flow arrows/patterns
3.2	Clearly marked limits of construction
3.3	Location of all known underground storage tanks
3.4	Location of all critical environmental features and their required setbacks
3.5	All areas of cut and fill > or = 4' clearly labeled
4	DEMOLITION PLAN
4.1	Show all structures being demolished
4.2	Will there be a need for infill, call-outs for infill material and positions?
5	STREET PLAN AND PROFILE
5.1	Street names, lot and block numbers
5.2	Benchmarks that are spotted in plain view, conveniently spaced (500'±), located outside construction limits, set on permanent structure
5.3	Match lines for continuations of streets on other streets
5.4	Clearly show the beginning and ending of project
5.5	All fill areas shaded/hatched on profile
5.6	Sidewalks and approved ADA ramps
5.7	Existing street slopes at tie-ins to existing
5.8	Verify sufficient clearance exists for driveways from inlet transitions, streetlights, fire hydrants, etc.
5.9	ADA ramp wings shown
5.10	Street end barricades shown
5.11	Intersecting and adjacent streets: type and width of private, walks, alleys
5.12	Mailbox locations
6	OVERALL WASTEWATER LAYOUT
6.1	Street names, lot names, and block letters
6.2	Lot dimensions
6.3	Surrounding subdivision names/property owners
6.4	Services applied to lateral to each lot
6.5	Street names, street/alley widths, fences, and right-of-way widths
6.6	Existing pavements (type) and existing/proposed easements (type and width)
6.7	Adjoining buildings and improvements
6.8	"Connect to" note to an existing wastewater main
6.9	Wastewater designation, size, and direction of flow
6.10	Manholes at all future stub outs
6.11	Easements for all offsite sewer lines
6.12	Centerline station every 300', deflection angles at points of intersection
6.13	Detail for water/wastewater crossing
6.14	Main lines between manholes must be straight, with no more than 300 feet between manholes
	WASTEWATER PLAN AND PROFILE
7.1	All wastewater main overall plan
7.2	Vertical scale of 1" = 5'
7.3	Existing ground and proposed ground/subgrade/top of curb
7.4	Direction, length, size and type of pipe

7.5	Elevations of all crossing utilities in the wastewater overall plan
7.6	Size of manholes
7.7	Drop manholes identified
7.8	Existing/proposed manholes, pipes and sizes (parallel to mains)
7.9	Existing/proposed bridges, culverts and drainage channels
8	OVERALL WATER PLAN
8.1	Water service at each lot
8.2	Existing/proposed main lines
8.3	Street names, lot numbers, and block letters
8.4	Street/alley widths, rights-of-way, and lot dimensions
8.5	Valves provided on all legs of pipe intersections
8.6	All bends are 45 degrees or less
8.7	Automatic flush valves at all dead ends
8.8	Air release valves at all high points
8.9	Utility easements for all pipes off-site
8.10	Fittings, fire hydrants, manholes, services, and taps are shown
8.11	Utility crossing details
8.12	Main designation with stationing
8.13	Material call-out for water main(s)
8.14	All existing pavements (type), existing and proposed easements (type and width)
8.15	Show location and size of existing/proposed water meter(s)
8.16	All fire lines must be ductile iron , =>6"
9	WATER PLAN AND PROFILE (ALL WATER LINES MUST BE PROFILED)
9.1	Clearly labeled vertical scale of 1" = 5' (All plans must be drawn to scale)
9.2	Direction, linear foot, size, and material callout for all water mains
9.3	Existing underground utilities (parallel)
9.4	Existing and proposed storm sewer manhole, pipes, sizes (parallel to mains)
9.5	All existing and proposed utilities (including gas lines, buried or overhead power or telephone lines)
10	SIGN, STRIPING, AND SLEEVE LAYOUT
10.1	Stop bars at all stop sign locations
10.2	"No through truck" signs at all subdivision entrances
10.3	Note for all signs and striping to be installed per TX Manual on Uniform Traffic Control
10.4	Show all sleeves and conduit for dry utilities (i.e. gas, cable, phone)
11	LIGHTING PLAN
11.1	Street Light Locations with coverage areas
11.2	All utility lines must be installed underground.
12	PHASING PLAN
12.1	Provide Applicable Phasing Plan
13	TRAFFIC CONTROL PLAN
13.1	Provide applicable traffic control and detour details
14	WASTEWATER DETAILS
14.1	Current City of Bastrop detail (when inside Bastrop CCN)
14.2	Current Utility Provider detail (when outside Bastrop CCN)
15	WATER DETAILS
15.1	Current City of Bastrop detail (when inside Bastrop CCN)
15.2	Current Utility Provider detail (when outside Bastrop CCN)

- c. Submittal.** An Infrastructure Plan Submittal shall contain the following:
- A. Completed and signed Planning Application.
 - B. Agent Authorization Letter.
 - C. Eight (8) copies of the Infrastructure Plan in compliance with Section 5.05.1 a and b.
 - D. Eight (8) prints of the approved preliminary drainage study by the City Engineer as required in Section 4.10.6 Step 2.

d. Incomplete Submissions. All Infrastructure Plan submittals shall be reviewed for completeness and must be deemed administratively complete to be considered filed. All incomplete submissions will be returned to applicant. A request for a Plat will not be considered a filed application unless an approved Infrastructure Plan is submitted before or at the time of the submission of the request for a Plat.

e. Approval. Within 30 days of the date on which all required information been accepted by review, the City Engineer shall approve or disapprove in compliance with the requirements of this Ordinance.

5.05.3 Public Improvement Plan Requirements.

Public Improvement Plans shall consist of detailed specifications and diagrams illustrating the location, design, and composition of all improvements identified in the preliminary plat phase and required by this chapter and other applicable city ordinances, codes and policies. Public Improvement Plans shall be submitted to the City for approval by the City Engineer. In addition, any project that necessitates the construction, reconstruction or modification of existing city infrastructure shall also be submitted to the city for approval. The plans shall be kept by the city as a permanent record of required improvements in order to:

1. Provide better records that facilitate the operation and maintenance of, and any future modifications to existing city infrastructure.
2. Provide data for evaluation of materials, methods of construction and design.
3. Provide documentation of approved public improvements to ensure that all such improvements are built to city standards and specifications.
4. No construction activities shall commence, until such time as construction plans completely describing the on-site and off-site improvements required by this chapter and other applicable city ordinances and codes have been approved by the City Engineer and Notice to Proceed as been granted in accordance with Section 5.05.5.
 - a. Format.** Drawings shall be on twenty-two-inch by thirty-four-inch (22"x34") sheets at generally accepted horizontal and vertical engineering scales.
 - b. Content.** Public Improvement Plans shall include all on- and off-site improvements required to serve the proposed development as indicated on the approved preliminary plat and in compliance with applicable ordinances, codes, standards and policies of the city, and other applicable governmental entities. All Public Improvement Plans shall be signed and sealed by a licensed professional engineer, licensed to practice in the State of Texas, in compliance with Section 5.10.1. The Public Improvement Plan shall be submitted for approval by the City

Engineer, in accordance with Section 5.05.2 of this Ordinance AFTER complying with Step One and Two below:

1. Step One: A final drainage plan, as required in Section 2.b.5 of the Stormwater Drainage Manual, shall be submitted and approved by the City Engineer along with a geotechnical report by a qualified professional testing laboratory to determine the engineering characteristics of soil, rock and/or fill material such that a geotechnical engineer can then determine and design the type of foundations, earthworks, drainage infrastructure design, and/or pavement subgrades required for the intended man-made structures to be built. Once Step One is completed, the applicant can proceed to Step Two.

2. Step Two: A Public Improvement Plan Submittal shall contain the following:

- A. Completed and signed Planning Application.
- B. Agent Authorization Letter.
- C. Eight (8) copies of the Public Improvement Plan in compliance with Section 5.05.2 a and b.
- D. Eight (8) prints of the approved final drainage study by the City Engineer as required in Section 4.10.6 Step 2.

5.05.3b - Public Improvement Plan Requirements	
1	COVER SHEET
1.1	Title of Project, Location, and Type of Plans
1.2	City Approval Signature Block
1.3	City Approval Signature Notes
1.4	Sheet Index/Table of Contents
1.5	Vicinity Map of the Project including surrounding streets with a north arrow pointing in the correct direction
2	PRELIMINARY PLAT SHEET
2.1	Legible Copy of Planning & Zoning Commission Approved, Preliminary Plat
3	NOTE SHEET(S)
3.1	City of Bastrop general construction notes, water notes, wastewater notes, and erosion, sedimentation control and tree protection notes.
3.2	Current TCEQ Notes.
3.3	Project Specific Notes (Must not conflict with other required notes).
3.4	Temporary survey monuments
3.5	Permanent survey monuments
3.6	Street Summary Design Table with Pavement
3.7	Description of proposed brass benchmark(s) locations
4	EROSION, SEDIMENTATION AND TREE PROTECTION SHEET
4.1	Drainage flow arrows/patterns
4.2	Stabilized construction entrance
4.3	Existing and proposed grade(s)
4.4	Clearly marked limits of construction
4.5	Contractor staging area(s) with silt fence on downstream side
4.6	Location and type of all proposed temporary and permanent erosion controls
4.7	Location of all known underground storage tanks
4.8	Location of all critical environmental features and their required setbacks
4.9	Location of all tree protection measures

4.10	Survey of all trees six (6) inches in diameter or larger
4.10a	Indicate trees by circles with radius of 1' per inch of trunk diameter
4.10b	Dashed/broken circles for trees to be removed
4.10c	Solid/unbroken circles for trees to remain
4.11	All areas of cut and fill > or = 4' clearly labeled
4.12	Limits and type of slope stabilization
5	DEMOLITION PLAN
5.1	Show all structures being demolished
5.2	Are there any hazardous materials or designated substances in or below structure being demolished?
5.3	Will there be a need for infill, call-outs for infill material and positions?
6	OVERALL DRAINAGE
6.1	Submit Approved & Signed Copy of Final Drainage Plan by City Engineer
7	STREET PLAN AND PROFILE
7.1	Clearly labeled horizontal scale of 1" – 50' and vertical scale of 1" – 5' (All plans MUST be drawn to scale)
7.2	Street names, lot and block numbers
7.3	Benchmarks that are spotted in plain view, conveniently spaced (500'±), located outside construction limits, set on permanent structure
7.4	Drainage facilities within or intersecting right-of-way and indicate stationing (show inlet type)
7.5	Drainage flow arrows
7.6	Grade breaks (high and low points)
7.7	Match lines for continuations of streets on other streets
7.8	Labeled concrete valley gutter at intersections where appropriate
7.9	Clearly show the beginning and ending of project
7.10	Limits of inlet transition
7.11	All point of curve, point of tangency, compound curvature, point of reverse curvature stations and vertical curve information
7.12	All fill areas shaded/hatched on profile
7.13	Sidewalks and approved ADA ramps
7.14	Existing street slopes at tie-ins to existing
7.15	Labeled set-backs, face-of-curb to face-of-curb width, and right-of-way width (all proposed right-of-way dedications)
7.16	Verify sufficient clearance exists for driveways from inlet transitions, streetlights, fire hydrants, etc.
7.17	Erosion matting on all slopes 3:1 or steeper
7.18	ADA ramp wings shown
7.19	Street end barricades shown
7.20	Buildings on developed property with addresses
7.21	Intersecting and adjacent streets: type and width of private, walks, alleys
7.22	Show spot elevation in ditches and gutters to clarify drainage and transitions
7.23	Existing concrete paving clearly shown according to standard symbols and accurately dimensioned. Curb and gutter dimension. Pavement thickness indicated.
7.24	Size and construction of fences
7.25	Signs; if commercial in right-of-way, state if electrical
7.26	Mailbox locations
8	OVERALL WASTEWATER LAYOUT

8.1	Street names, lot names, and block letters
8.2	Existing contours
8.3	Lot dimensions
8.4	Surrounding subdivision names/property owners
8.5	Services applied to lateral to each lot
8.6	Street names, street/alley widths, fences, and right-of-way widths
8.7	Existing pavements (type) and existing/proposed easements (type and width)
8.8	Adjoining buildings and improvements
8.9	Minimum finished floor elevation for each lot
8.10	“Connect to” note to an existing wastewater main
8.11	Wastewater designation, size, and direction of flow
8.12	“Construct” notes for sewer and sewer appurtenances
8.13	Manholes at all future stub outs
8.14	Easements for all offsite sewer lines
8.15	Centerline station every 300', deflection angles at points of intersection
8.16	Centerline station at points of curvature, points of tangency, and C.O.s
8.17	Centerline curve data
8.18	Note for all existing manholes modified by construction to be tested, repaired, and recoated
8.19	Detail for water/wastewater crossing
8.20	Main lines between manholes must be straight, with no more than 300 feet between manholes
8.21	Easements that need separate instruments
8.22	Minimum finished floor elevation(s)
9	WASTEWATER PLAN AND PROFILE
9.1	All wastewater main profiled
9.2	Vertical scale of 1" = 5'
9.3	Existing ground and proposed ground/subgrade/top of curb
9.4	Special notes and references to appurtenance sheet numbers
9.5	Direction, grade, length, size and type of pipe
9.6	Embedment of pipe
9.7	Identify elevation of the invert, flow out, flow in, and rim
9.8	Minimum drop of 0.1' across manhole
9.9	Elevations of all crossing utilities in the wastewater profile
9.10	Size of manholes
9.11	Drop manholes identified
9.12	Stationing and manhole numbers
9.13	Existing/proposed manholes, pipes and sizes (parallel to mains)
9.14	Existing/proposed bridges, culverts and drainage channels
10	OVERALL WATER PLAN
10.1	Water service at each lot
10.2	Existing/proposed main lines
10.3	Street names, lot numbers, and block letters
10.4	Street/alley widths, rights-of-way, and lot dimensions
10.5	Valves provided on all legs of pipe intersections
10.6	All bends are 45 degrees or less
10.7	Thrust restraints on dead ends
10.8	Restraints on dead ends
10.9	Automatic flush valves at all dead ends

10.10	Air release valves at all high points
10.11	Utility easements for all pipes off-site
10.12	Fittings, fire hydrants, manholes, services, and taps are shown
10.13	Utility crossing details
10.14	Main designation with stationing
10.15	Material call-out for water main(s)
10.16	All existing pavements (type), existing and proposed easements (type and width)
10.17	Show location and size of existing/proposed water meter(s)
10.18	All fire lines must be ductile iron , =>6"
11	WATER PLAN AND PROFILE (ALL WATER LINES MUST BE PROFILED)
11.1	Clearly labeled vertical scale of 1" = 5' (All plans must be drawn to scale)
11.2	References to appurtenance sheet numbers
11.3	Show all mains
11.4	Existing and proposed ground at Water Main Centerline
11.5	Direction, linear foot, size, grade and material callout for all water mains
11.6	Embedment for water main
11.7	Wastewater/storm sewer crossing with stations and elevation
11.8	Existing underground utilities (parallel)
11.9	Existing and proposed storm sewer manhole, pipes, sizes (parallel to mains)
11.10	Existing and proposed bridges, culverts and drainage channels
11.11	Elevation of existing and proposed storm sewer pipes and drainage
11.12	All existing and proposed utilities (including gas lines, buried or overhead power or telephone lines)
12	SIGN, STRIPING, AND SLEEVE LAYOUT
12.1	Stop bars at all stop sign locations
12.2	Speed limit signs at all entrances (Maximum 30 mph)
12.3	"No through truck" signs at all subdivision entrances
12.4	Note for all signs and striping to be installed per TX Manual on Uniform Traffic Control
12.5	Show all sleeves and conduit for dry utilities (i.e. gas, cable, phone)
13	LIGHTING PLAN
13.1	Street Light Locations with coverage areas
13.2	All utility lines must be installed underground.
14	PHASING PLAN
14.1	Provide Applicable Phasing Plan
15	TRAFFIC CONTROL PLAN
15.1	Provide applicable traffic control and detour details
16	WASTEWATER DETAILS
16.1	Current City of Bastrop detail (when inside Bastrop CCN)
16.2	Current Utility Provider detail (when outside Bastrop CCN)
17	WATER DETAILS
17.1	Current City of Bastrop detail (when inside Bastrop CCN)
17.2	Current Utility Provider detail (when outside Bastrop CCN)
18	EROSION CONTROL AND TREE PROTECTION DETAILS
18.1	All applicable details
19	PUBLIC IMPROVEMENT PLAN NOTES
	GENERAL NOTES

	<ol style="list-style-type: none"> 1. All construction shall be in accordance with the City of Bastrop Construction Technical Manual. 2. Any existing utilities, pavement, curbs, sidewalks, structures, trees, etc., not planned for demolition that are damaged or removed shall be repaired or replaced at the Applicant's expense. 3. The Contractor shall verify all depths and locations of existing utilities prior to any construction. Any discrepancies with the construction plans found in the field shall be brought immediately to the attention of the Engineer who shall be responsible for revising the plans are appropriate. 4. Manhole frames, covers, valves, cleanouts, etc. shall be raised to finished grade after to final paving construction. A concrete square shall be poured around all appurtenances. 5. The Contractor shall give the City of Bastrop 48 hours notice before beginning each phase of construction. Notice shall be given to the Planning and Development Department: 512-332-8840. 6. All areas disturbed or exposed during construction shall follow the required best management practices. <ol style="list-style-type: none"> a) Each site shall provide an access drive and parking area of sufficient dimensions and design, surfaced with a material that will prevent erosion and minimize tracking or washing of soil onto public or private roadways. All non-paved access drives shall be designed so that stormwater runoff from adjacent areas does not flow down the drive surface. b) Any significant amount of runoff from upslope land area, rooftops, or other surfaces that drain across the proposed land disturbance shall be diverted around the disturbed area, if practical. Any diversion of upslope runoff shall be done in a manner that prevents erosion of the flow path and the outlet. c) Any cuts and fills shall be planned and constructed to minimize the length and steepness of slope and stabilized in accordance with the approved erosion control plan timelines and standards of this document. d) Open channels shall be stabilized as required to prevent erosion. e) Inlets to storm drains, culverts, and other stormwater conveyance systems shall be protected from siltation until final site stabilization. f) Water pumped from the site shall be treated by temporary sedimentation basins or other appropriate controls designed for the highest dewatering pumping rate. Water may not be
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	<p>discharged in a manner that causes erosion of the site or receiving channels.</p> <p>g) All waste and unused building materials shall be properly disposed of and not allowed to be carried by runoff into a receiving channel or storm sewer system.</p> <p>h) All off-site sediment deposits occurring as a result of a storm event shall be cleaned up by the end of the next workday. All other off-site sediment deposits occurring as a result of land-disturbing activities shall be cleaned up by the end of the workday. Flushing may not be used unless the sediment will be controlled by a filter fabric barrier, sediment trap, sediment basin, or equivalent.</p> <p>i) All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at one time. Existing vegetation shall be maintained as long as possible.</p> <p>j) Soil stockpiles shall be located no closer than 25-feet from lakes, streams, wetlands, ditches, drainage ways, or roadway drainage systems. Stockpiles shall be stabilized by mulching, vegetative cover, tarps, or other means if remaining for</p> <p>7. Prior to any construction, the Applicant's Engineer shall convene a preconstruction conference between himself, the City of Bastrop, the Contractor, utility companies, any affected parties and any other entity the City or the Engineer may require. Reference Development Packet for guidance on how to schedule a preconstruction conference.</p> <p>8. The Contractor and the Engineer shall keep accurate records of all construction that deviates from the plans. The Engineer shall furnish the City of Bastrop accurate "As-Built" drawings following completion of all construction. These "As-Built" drawings shall meet with the satisfaction of the City Engineer prior to final acceptance.</p> <p>9. The Bastrop City Council shall not be petitioned for acceptance until all necessary easement documents have been signed and recorded.</p> <p>10. When construction is being carried out within easements, the Contractor shall confine his work to within the permanent and any temporary easements. Prior to final acceptance, the Contractor shall be responsible for removing all trash and debris within the permanent and temporary easements. Clean-up shall be to the satisfaction of the City Engineer.</p> <p>11. Prior to any construction, the Contractor shall apply for and secure all proper permits from the appropriate authorities.</p> <p>12. Available benchmarks that may be utilized for the construction of this project are described as follows: (INSERT HERE)</p>
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TRENCH SAFETY NOTES

1. In accordance with the Laws of the State of Texas and the U. S. Occupational Safety and Health Administration regulations, all trenches over 5 feet in depth in either hard and compact or soft and unstable soil shall be sloped, shored, sheeted, braced or otherwise supported. Furthermore, all trenches less than 5 feet in depth shall also be effectively protected when hazardous ground movement may be expected. Trench safety systems to be utilized for this project will be provided by the contractor to the City. Trench safety system plans are on sheet of the plan set.
2. In accordance with the U. S. Occupational Safety and Health Administration regulations, when persons are in trenches 4-feet deep or more, adequate means of exit, such as a ladder or steps, must be provided and located so as to require no more than 25 feet of lateral travel.
3. If trench safety system details were not provided in the plans because trenches were anticipated to be less than 5 feet in depth and during construction it is found that trenches are in fact 5 feet or more in depth or trenches less than 5 feet in depth are in an area where hazardous ground movement is expected, all construction shall cease, the trenched area shall be barricaded and the Engineer notified immediately. Construction shall not resume until appropriate trench safety system details, as designed by a professional engineer, are retained and copies submitted to the City of Bastrop.

STREET AND DRAINAGE NOTES

1. All testing shall be done by an independent laboratory at the Applicant's expense. A City Inspector shall be present during all tests. Testing shall be coordinated with the City of Bastrop Construction Manager and he shall be given a minimum of 24 hours notice prior to any testing. Contact the Planning and Development Department with notice 512-332-8840.
2. Backfill behind the curb shall be compacted to obtain a minimum of 85% maximum density to within 3 inches of top of curb. Material used shall be primarily granular with no rocks larger than 3 inches in the greatest dimension. The remaining 3 inches shall be clean topsoil free from all clods and suitable for sustaining plant life.
3. Depth of cover for all crossings under pavement including gas, electric, telephone, cable TV, water services, etc., shall be a minimum of 36 inches below subgrade unless approved by the City Engineer.
4. Street rights-of-way shall be graded at a slope of 1/4 inch per foot toward the curb unless otherwise indicated. However, in no case

shall the width of right-of-way at 1/4 inch per foot slope be less than 10 feet unless a specific request for an alternate grading scheme is made to and accepted by the City of Bastrop Planning and Development Department.

5. Barricades built to City of Bastrop standards shall be constructed on all dead-end streets and as necessary during construction to maintain job and public safety.
6. All RCP shall be minimum Class III.
7. The subgrade material for the streets shown herein was tested by _____ . The paving sections were designed by _____ in accordance with the current City of Bastrop design criteria. The paving sections are to be constructed as follows:

Street	Station	Flex. Base Thickness	HMAC Thickness	Lime Stab. Thickness

8. The Geotechnical Engineer shall inspect the subgrade for compliance with the design assumptions made during preparation of the Soils Report. Any adjustments that are required shall be made through revision of the construction plans.
9. Where PI's are over 20, subgrades must be stabilized utilizing a method acceptable to the City Engineer. The Geotechnical Engineer shall recommend an appropriate subgrade stabilization if sulfates are determined to be present.

WATER AND WASTEWATER NOTES

1. Pipe material for water mains shall be PVC (AWWA C-900, minimum Class 200), or Ductile Iron (AWWA C-100, minimum Class 200). Water services (2 inches or less) shall be polyethylene tubing (black, 200 psi, DR 9).
2. Pipe material for pressure wastewater mains shall be PVC, or Ductile Iron (minimum Class 250). Pipe material for gravity wastewater mains shall be PVC (ASTM D2241 or D3034, maximum DR-26), Ductile Iron (AWWA C-100, minimum Class 200200).
3. Unless otherwise accepted by the City Engineer, depth of cover for all lines out of the pavement shall be 42 inches minimum, and depth of cover for all lines under pavement shall be a minimum of 30 inches below subgrade.
4. All fire hydrant leads shall be PVC (AWWA C-900, minimum Class

	<p>200) or ductile iron pipe (AWWA C-100, minimum Class 200). as approved by the Director of Water and Wastewater during plan review.</p> <ol style="list-style-type: none"> 5. All iron pipe and fittings shall be wrapped with minimum 8-mil polyethylene and sealed with duct tape or equal accepted by the City Engineer. 6. The Contractor shall contact the City Inspector, telephone at 512-332-8840 to coordinate utility tie-ins and notify him at least 48 hours prior to connecting to existing lines. 7. All manholes shall be concrete with cast iron ring and cover. All manholes located outside of the pavement shall have bolted covers. Tapping of fiberglass manholes shall not be allowed. 8. The Contractor must obtain a bulk water permit or purchase and install a water meter for all water used during construction. A copy of this permit must be carried at all times by all who use water. 9. Line flushing or any activity using a large quantity of water must be scheduled with the City Inspector, telephone at 512-332-8840. 10. The Contractor, at his expense, shall perform sterilization of all potable water lines constructed and shall provide all equipment (including test gauges), supplies (including concentrated chlorine disinfecting material), and necessary labor required for the sterilization procedure. The sterilization procedure shall be monitored by City of Bastrop personnel. Water samples will be collected by the City of Bastrop to verify each treated line has attained an initial chlorine concentration of 50 ppm. Where means of flushing is necessary, the Contractor, at his expense, shall provide flushing devices and remove said devices prior to final acceptance by the City of Bastrop. 11. Sampling taps shall be brought up to 3 feet above grade and shall be easily accessible for City personnel. At the Contractor's request, and in his presence, samples for bacteriological testing will be collected by the City of Bastrop not less than 24 hours after the treated line has been flushed of the concentrated chlorine solution and charged with water approved by the City. The Contractor shall supply a check or money order, payable to the City of Bastrop, to cover the fee charged for testing each water sample. City of Bastrop fee amounts may be obtained by calling the Water and Wastewater Department, telephone at 512-332-8960. 12. The Contractor, at his expense, shall perform quality testing for all wastewater pipe installed and pressure pipe hydrostatic testing of all water lines constructed and shall provide all equipment (including pumps and gauges), supplies and labor necessary to perform the tests. Quality and pressure testing shall be monitored by City of
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Bastrop personnel.

13. The Contractor shall coordinate testing with the City of Inspector and provide no less than 24 hours notice prior to performing sterilization, quality testing or pressure testing.
14. The Contractor shall not open or close any valves unless authorized by the City of Bastrop.
15. All valve boxes and covers shall be in accordance with the City of Bastrop Construction Technical Manual.
16. Contact the Water and Wastewater Department, telephone at 512-332-8960 for assistance in obtaining existing water and wastewater locations.
17. The Planning and Development Department, telephone at 512-332-8840, shall be notified 48 hours prior to testing of any building sprinkler piping in order that the Building Official and/or Fire Department may monitor such testing.
18. Sand, as described in Specification item 510 pipe, shall not be used as bedding for wastewater lines. Acceptable bedding materials are pipe bedding stone, pea gravel and in lieu of sand, a naturally occurring or manufactured stone material conforming to ASTM C33 for stone quality and meeting the following gradation specification:

Sieve Size	Percent Retained By Weight
1/2"	0
3/8"	0-2
#4	40-85
#10	95-100

19. The Contractor is hereby notified that connecting to, shutting down, or terminating existing utility lines may have to occur at off-peak hours. Such hours are usually outside normal working hours and possibly between 12 a.m. and 6 a.m.
20. All wastewater construction shall be in accordance with the Texas Commission on Environmental Quality (TCEQ) Regulations, 30 TAC Chapter 213 and 317, as applicable. Whenever TCEQ and City of Bastrop Specifications conflict, the more stringent shall apply.

TRAFFIC MARKING NOTES

1. Any methods, street markings and signage necessary for warning motorists, warning pedestrians or diverting traffic during construction shall conform to the Texas Manual of Uniform Traffic Control Devices for Streets and Highways, latest edition.
2. All pavement markings, markers, paint, traffic buttons, traffic controls and signs shall be installed in accordance with the Texas Department of Transportation Standard Specifications for Construction of Highways, Streets and Bridges and, the Texas Manual of Uniform Traffic Control Devices for Streets and Highways, latest editions.

EROSION AND SEDIMENTATION CONTROL NOTES

1. Erosion control measures, site work and restoration work shall be in accordance with the City of Bastrop Code of Ordinances.
2. All slopes shall be sodded or seeded with approved grass, grass mixtures or ground cover suitable to the area and season in which they are applied.
3. Silt fences, rock berms, sedimentation basins and similarly recognized techniques and materials shall be employed during construction to prevent point source sedimentation loading of downstream facilities. Such installation shall be regularly inspected by the City of Bastrop for effectiveness. Additional measures may be required if, in the opinion of the City Engineer, they are warranted.
4. All temporary erosion control measures shall not be removed until final inspection and approval of the project by the City Inspector. It shall be the responsibility of the Contractor to maintain all temporary erosion control structures and to remove each structure as approved by the City Inspector.
5. All mud, dirt, rocks, debris, etc., spilled, tracked or otherwise deposited on existing paved streets, drives and areas used by the public shall be cleaned up immediately.

ELECTRIC

1. All utilities are to be underground.
2. A Blanket Temporary Access and Construction Easement for the construction of Electric Facilities is currently on file for the property.
3. A plat note referencing the Blanket Temporary Access and Construction Easement to be added to the final plat.

	<ol style="list-style-type: none"> 4. Upon completion of construction and installation of the Electric Facilities on the Property the developer/owner shall have the Permanent Utility Easement Area (20-foot easement, to include a 10-foot buffer around all non-opening sides and a 20-foot buffer around opening sides of equipment) surveyed by metes and bounds, at its sole cost and expense, and a copy of that Permanent Easement survey provided to BP&L for the granting and recording of a Permanent Public Utility Easement. The Blanket Temporary Access and Construction Easement shall be vacated at such time as BP&L accepts and records the Permanent Public Utility Easement. 5. As shown herein, a twenty (20) foot wide Public Utility Easement is hereby dedicated adjacent to street ROW on all lots. 6. The electric utility has the right to prune and/or remove trees, shrubbery vegetation and other obstructions to the extent necessary to keep the easements clear. The owner/developer of this subdivision/lot shall provide the City of Bastrop electric utility department with any easement and/or access required, in addition to those indicated, for the installation and ongoing maintenance of overhead and underground electric facilities. 7. The owner shall be responsible for installation of temporary erosion control, re-vegetation and tree protection for electric utility work required to provide electric service to this project 8. All fees must be paid before materials are ordered or construction of Electric Facilities will be scheduled. 9. Provide electric schedule and load calculations.
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d. **Incomplete Submissions.** All Public Improvement Plan submittals shall be reviewed for completeness and must be deemed administratively complete to be considered filed. All incomplete submissions will be returned to applicant on the date listed for completeness checks on the Public Improvement Plan Schedule of Uniform Submittal Dates adopted annually by City Council.

e. **Approval.** Within 30 days of the date on which all required information been accepted by review, the City Engineer shall approve or disapprove in compliance with Texas Local Government Code Chapter 212.009.

5.05.4 Public Improvement Plan Agreement. Prior to the scheduling of a Pre-Construction Meeting, a Public Improvement Plan Agreement (PIPA) shall be submitted to the Planning and Development Department for review. The submittal shall be 20 days prior to the desired City Council meeting date. Incomplete agreements will not be accepted by the Planning and Development Department. Within six (6) days the Director of Planning

and Development, will determine if the agreement is complete. The Director of Planning and Development shall either place the PIPA on the next available regularly scheduled City Council meeting agenda for consideration or deny the submittal for incompleteness. Any deviation, omission, or inaccurate information of required elements on the City of Bastrop standard PIPA shall cause the Director of Planning and Development to deny the submittal. The City of Bastrop standard PIPA is attached to the Ordinance as Appendix A. The PIPA shall be approved by the City Council prior to the scheduling of a Pre-Construction Meeting or the issuance of a Notice to Proceed.

5.05.5 Pre-Construction Meeting. Prior to a Pre-Construction Meeting being conducted by the City Engineer, the approval of the Public Improvement Plan has been given by the City Engineer, a Public Improvement Plan Agreement has been approved by the City Council, and requirements of the Public Improvement Plan Agreement have been satisfied. No public improvements shall be installed or construction activities commence prior to a Pre-Construction Meeting or the issuance of a Notice to Proceed. The City Engineer will be responsible for setting the Pre-Construction Meeting Agenda and notifying all required representatives of the meeting.

5.05.6 Notice to Proceed. A Notice to Proceed Letter will be issued by the City Engineer after the approval of the Public Improvement Plan has been given by the City Engineer, a Public Improvement Plan Agreement has been approved by the City Council, and a Pre-Construction Meeting has been conducted by the City Engineer.

5.05.7 Infrastructure Acceptance. Once construction of public infrastructure is completed, a walk-through will be conducted by the City Engineer with authorized representative(s). A punch-list will be created and must be completed. At the completion of all items on the punch-list, a two (2) year maintenance bond must be filed in accordance with approved Public Improvement Plan Agreement. A letter shall be submitted to the City from the developer's Engineer certifying that the improvements were built in accordance with the approved Public Improvement Plan. A letter of concurrence will be issued by the City Engineer stating that the improvements were built in accordance with the approved Public Improvement Plan, after which a final plat can be submitted to the City in accordance with Section 4.10.6b. Approval of a final plat constitutes acceptance of the infrastructure by the City.

5.05.8 As-builts. As-builts shall include the full set of construction plans with the improvements shown as it was actually constructed. The as-builts should reflect the original site development plans modified to reflect the actual construction. The plans shall include grading, entrance locations, pavement layout, striping, curb and gutter, storm sewers in plan and profile, building location(s), etc. Detention facilities grading and outlet works shall be shown with a certification that the pond complies with the original design. A digital copy of the as-built plans shall also be submitted in a format and coordinate system compatible with the city's geographic information system. As-built plans shall be submitted along with an engineer's concurrence letter prior to issuance of a temporary certificate of occupancy or certificate of occupancy.

5.05.9 Expiration Date.

- a. A Public Improvement Plan shall expire two (2) years from the date such plan was approved if no progress has been made towards completion of the project, pursuant to Section 245.005 of the Texas Local Government Code, as amended.

- b. Any project, as defined under Chapter 245 of the Texas Local Government Code, as amended, shall expire on the fifth anniversary of the date the first permit application was filed for the project, pursuant to Section 245.005 of the Texas Local Government Code, as amended.

5.05.10 Changes in Approved Plans and Specifications. After approval by the City Engineer, any changes in the plans and specifications shall be in compliance with the Preliminary Plat. If not, an amendment to the Preliminary Plat shall require the approval of the Planning & Zoning Commission on the same timeline and procedure as the original preliminary plat. Any changes in the plans and specifications, requiring an amended Preliminary Plat, shall have the recommendation of the City Engineer.

5.05.11 Fees. All fees shall be paid at the time of the submittal in accordance with the Code of Ordinances, Appendix A – Fee schedule.

5.05.12 Texas Department of Transportation (TxDOT) Permit Required. No person, firm or corporation shall construct, reconstruct, alter or repair, remove or replace any sidewalk, drive approach, or any concrete work on any TxDOT right-of-way within the city without first obtaining an approved TxDOT permit. A copy of the approved TxDOT permit is required before a Preliminary Plat application may be submitted.

SECTION 5.10 – REQUIREMENT FOR ENGINEERING LICENSE IN STATE OF TEXAS

The subdivider shall retain the services of an Engineer, licensed in the State of Texas, whose seal shall be placed on each sheet of the drawings, and who shall be responsible for the design and inspection of the drainage, roads and streets, and sewer and water facilities within the subdivision. The services performed by the Engineer shall be designated in the most current issue of “Manual of Professional Practice – General Engineering Service,” published by the Texas Society of Professional Engineers, and shall include both design and inspection as defined therein.

5.10.01 – Engineering Seal. The engineering seal used by an Engineer licensed in the State of Texas must be in compliance with Texas Board of Professional Engineers.

5.10.1 – Delete

5.10.2 – Delete

5.10.3 - Delete

CITY OF BASTROP, TEXAS
Public Improvement Plan Agreement

INSERT PROJECT NAME

The State of Texas

County of Bastrop

WHEREAS, ***INSERT OWNER NAME*** hereinafter referred to as, "Developer", is the developer of the following described property and desires to make certain improvements to the following lots and blocks in ***INSERT PROJECT NAME***, a proposed addition to the City of Bastrop, Texas: being ***INSERT LOTS AND BLOCKS***; and

WHEREAS, the said Developer has requested the City of Bastrop, a Home Rule Municipality of Bastrop County, Texas, hereinafter referred to as, "City", to provide approvals and cooperative arrangements in connection with said improvements:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That said Developer, acting herein by and through ***INSERT OWNER REPRESENTATIVE***, its duly authorized officer, and the City, acting herein by and through ***INSERT CITY MANAGER*** it's City Manager, for and in consideration of the covenants and agreements herein performed and to be performed, do hereby covenant and agree as follows regarding assurance of construction of sanitary sewer facilities, streets, drainage, street lights and street signs, and park/trail improvements; summary of infrastructure (development) amounts; assurance payments to the City; payment of impact fees; and miscellaneous provisions relating to the acceptable completion of said construction according to the plans for ***INSERT PROJECT NAME*** approved by the City on ***INSERT DATE OF PUBLIC IMPROVEMENT PLAN APPROVAL***.

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

1.00 Assurance of Infrastructure Construction

1.10 Employment of Contractors

In accordance with this agreement, the Developer agrees to employ a general contractor or contractors in accordance with the conditions set forth in Section 4.00 for work for which the Developer is providing as stated herein and indicated in the Summary of Infrastructure (Development) Assurance Amounts, Section 2.30 on page 4 of this agreement.

1.11 Payment of Developer Infrastructure Assurance Fees

The Developer and the City agree that the final plat of *INSERT PROJECT NAME* will not be filed for record until payment of the Final Assurance Amount. Except as otherwise provided in Section 4.40 of this contract, no building permits will be issued for any lots prior to the plat recording.

1.12 Payment of Miscellaneous Construction Costs

It is further agreed and understood that additional costs may be required of the Developer to cover such additional work, materials and/or other costs as may be made necessary by conditions encountered during construction and within the scope of this project.

1.13 Compliance with Tree Preservation Ordinance

The Developer is responsible to fully comply with the City's Tree Preservation Ordinance during all phases of construction. The Developer submitted a tree protection plan and protected tree survey on *Insert Date*, showing the protected trees on site and the measures of tree protection to be employed during

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

construction prior to any site work on the project. The Developer submitted landscape, hardscape, irrigation, and materials plans that were approved by the City on *INSERT DATE* and these plans have been included in the final Public Improvement Plans which were approved on *INSERT DATE*.

2.00 Infrastructure (Development) Improvement Costs

All infrastructure (development) improvement costs are the full responsibility of the Developer unless otherwise noted, or unless otherwise funded with **public improvement district revenue, tax increment reinvestments zone revenue, or a Chapter 380* grant pursuant to a separate agreement. The following improvement costs have been developed using the Developer's plans and specifications and recommendations by the City in accordance with the construction guidelines set forth by the City:

2.10 Sanitary Sewer Improvements

The distribution of costs between the City and the Developer for all sanitary sewer improvements are as follows:

ON-SITE IMPROVEMENTS:

	Full Project Cost	Developer's Assurance Amount	City Participation
Sanitary Sewer Facilities	\$1,000,000.00	\$1,000,000.00	\$0.00
Other Related Facilities	\$0.00	\$0.00	\$0.00
Total Construction Cost	\$1,000,000.00	\$1,000,000.00	\$0.00

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

OFF-SITE IMPROVEMENTS: ***DELETE IF NOT NEEDED***

	Full Project Cost	Developer's Assurance Amount	City Participation
Sanitary Sewer Facilities	\$1,000,000.00	\$1,000,000.00	\$0.00
Other Related Facilities	\$0.00	\$0.00	\$0.00
Total Construction Cost	\$1,000,000.00	\$1,000,000.00	\$0.00

2.20 Street and Storm Drainage Improvements

The distribution of costs between the City and the Developer for all street and drainage improvements are as follows:

	Full Project Cost	Developer's Assurance Amount	City Participation
Storm Drainage Facilities	\$1,000,000.00	\$1,000,000.00	\$0.00
Streets & Sidewalks	\$1,000,000.00	\$1,000,000.00	\$0.00
Total Construction Cost	\$2,000,000.00	\$2,000,000.00	\$0.00

2.30 Summary of Infrastructure (Development) Assurance Amounts

	Final Assurance Amount
Sanitary Sewer Facilities	\$1,000,000.00
Storm Drainage Facilities	\$1,000,000.00
Streets & Sidewalks	\$1,000,000.00
Total Construction Cost	\$3,000,000.00

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

ASSURANCE FEES TO BE PAID PRIOR TO PRE-CONSTRUCTION MEETING*:

	Percentage of Construction	Construction Cost	Final Assurance Amount
Sanitary Sewer Inspection Fee	2.5%	\$1,000,000.00	\$25,000.00
Storm Drainage Inspection Fee	2.5%	\$1,000,000.00	\$25,000.00
Streets & Sidewalks Inspection Fee	2.5%	\$1,000,000.00	\$25,000.00
Payment to the City			\$75,000.00

The final construction amount is ***\$INSERT DOLLAR AMOUNT***, and the final assurance amount is ***\$INSERT DOLLAR AMOUNT*** (the “Final Assurance Amount”).

RECOMMENDED:

 Jerry Palady, P. E.
 Director of Engineering

 Date

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

3.00 Miscellaneous Improvements

3.10 Drainage Operation and Maintenance Plan

The developer will provide the City with a Drainage Operation and Maintenance Plan (plan) in accordance with the Stormwater and Drainage Manual. The plan shall provide detailed information regarding the obligation of responsible parties for any drainage system, stormwater system, or other improvement which will not be dedicated to the City as part of this agreement. Proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

3.10 Sidewalks

The Developer shall be responsible for installing sidewalks along right-of-ways on open space lots and other lots that will not contain single family residential units within *INSERT DEVELOPMENT NAME* as shown on the approved Public Improvement Plans, as required by the Master Transportation Plan, and as approved by the Regulating Plan by the City on *INSERT DATE*. All sidewalks shall be in compliance with the City's Master Transportation Plan, and conform to the City of Bastrop Standard Construction Details. * *INSERT LANGUAGE AS NEEDED, Ex: The Developer shall also be responsible for installing a ten-foot (10') trail within the dedicated open space along the eastern property boundary that extends from the southern boundary along Agnes St., to the northern boundary along HWY 71 West.*

3.20 Screening Wall, Landscaping, and Irrigation

The Developer shall be responsible for installing screening walls, retaining walls,

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

landscaping, and irrigation in accordance with the approved Public Improvement Plans, landscape plans approved on *INSERT DATE*, and Regulating Plan as approved by the City on *INSERT DATE*.

3.30 Street Lights and Street Name and Regulatory Signs

The Developer is responsible for the initial installation and maintenance of all street lights. Street name and regulatory signs shall be installed by the Developer at the Developer's expense at locations specified by the City's Director of Public Works per the signage regulations on *INSERT CONTROLLING DOCUMENT* of the City of Bastrop Standard Construction Details. The signs shall conform to The State of Texas Manual on Uniform Traffic Control Devices and City requirements, including but not limited to, exact placement, sign height and block numbers. The City shall not be responsible or obligated to maintain and/or replace any non-standard street light poles, sign poles, street name signs or regulatory signs. Installation shall be completed prior to the acceptance of the subdivision.

FEES TO BE PAID UPON EXECUTION OF THE DEVELOPER AGREEMENT:

WOULD REQUIRE AN ORDINANCE AMENDMENT

	<u>Quantity</u>	<u>Unit Cost</u>	<u>Participation Payment to the City</u>
Power for Streetlights	25	\$25.00 per pole per month for 24 months	\$15,000.00
Payment to the City			\$15,000.00

RECOMMENDED:

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

Trey Job Date
Managing Director of Public Works & Leisure
Services

3.50 Land Dedication

The Developer shall dedicate to the City the area shown as public open space on the *INSERT PLAN NAME* attached to Ordinance 201X-XX (the "Public Open Space"), including, but not limited to, the *INSERT DESCRIPTION* parcel identified on the Parcel Plan attached to Ordinance 201X-XX. A private home owners association or property owners association shall maintain the Public Open Space. **INSERT LANGUAGE AS NEEDED, Ex. This dedication shall be credited to the Developer in the amount of \$75,000.00. In no case shall the amount of dedicated open space to the City be less than 1.50 acres.*

The following table identifies the Park Development Fees due by the Developer for this project at the time of single family building permit issuance, subject to a credit reduction as described above in this Section 3.50:

Number of Lots	Fee Per Lot	Total Amount of Park Development Fees Owed (Subject to Credits)
10	\$500.00	\$5,000.00

The above open space dedications and fees in lieu of shall fully satisfy all City requirements for dedication of park land or payment of fees in lieu of dedication.

OR

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

3.60 Impact Fees

Water Impact Fees and Wastewater Impact Fees as set forth by City ordinances will be assessed at the time of final plat recording and shall be paid by the builder, property owner or developer at the time of Building Permit issuance for each individual lot within *DEVELOPMENT NAME* and shall be based on the Water and Wastewater Impact Fee for Service as set forth in the City of Bastrop Impact Fee Ordinance that is in effect as of the final plat recording date.

IMPACT FEES TO BE PAID AT THE TIME OF BUILDING PERMIT ISSUANCE:

	<u>Lots</u>	<u>Fee per Lot</u>	<u>Final Assessment Amount</u>
Waste Water Impact Fee	10	\$5,020.00	\$50,200.00
Water Impact Fee	10	\$1,785.00	\$17,850.00
Total Impact Fees To Be Collected			\$68,050.00

RECOMMENDED:

Trey Job Date
Managing Director of Public Works & Leisure
Services

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

4.00 Miscellaneous Provisions

4.10 Bonds

The Developer agrees to require the contractor(s) to furnish the City with a payment and performance bond if the contract cost exceeds \$25,000.00. The payment and performance bonds shall be submitted prior to the City issuing the Notice to Proceed.

The Developer agrees to require the contractor(s) to furnish the City with a two (2) year maintenance bond in the name of the City, subject to City approval for one hundred twenty-five percent (125%) of the contract price of the residential streets, sanitary sewer, and underground stormwater drainage facilities improvements. The maintenance bond(s) shall be submitted and approved prior to the final acceptance of the improvements.

The developer will provide the City with proof of payment to the surety and that all other obligations of the developer or contractor have been met in order for the bonds to be binding upon the surety.

4.20 Public Liability

The Developer shall further require the contractor(s) to secure Public Liability Insurance. The amount of Insurance required shall include Public Liability, Bodily Injury and Property Damage of not less than \$100,000 one person, \$300,000 one accident and \$100,000 property damage. The minimum requirements for automobile and truck public liability, bodily injury and property damage shall also include not less than \$100,000 one person, \$300,000 one accident, and \$100,000 property damage.

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

The Contractor shall provide Worker's Compensation Insurance in accordance with the most recent Texas Workers' Compensation Commission's rules.

4.30 General Indemnity Provisions

The Developer shall waive all claims, fully release, indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all liability, claims, suits, demands or causes of action, including all expenses of litigation and/or settlement which may arise by injury to property or person occasioned by error, omission, intentional or negligent act of Developer, its officers, agents, consultants, employees, invitees, or other person, arising out of or in connection with the Agreement, or on or about the property, and Developer will, at its own cost and expense, defend and protect the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from any and all such claims and demands. Also, Developer agrees to and shall indemnify, defend and hold harmless the City and all of its officials, officers, agents, consultants, employees and invitees in both their public and private capacities, from and against any and all claims, losses, damages, causes of action, suit and liability of every kind, including all expenses of litigation, court costs and attorney fees for injury to or death of any person or for any damage to any property arising out of or in connection with this Agreement or any and all activity or use pursuant to the Agreement, or on or about the property. This indemnity shall apply whether

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

the claims, suits, losses, damages, causes of action or liability arise in whole or in part from the intentional acts or negligence of developer or any of its officers, officials, agents, consultants, employees or invitees, whether said negligence is contractual, comparative negligence, concurrent negligence, gross negligence or any other form of negligence. The City shall be responsible only for the City's sole negligence. Provided, however, that nothing contained in this Agreement shall waive the City's defenses or immunities under Section 101.001 et seq. of the Texas Civil Practice and Remedies Code or other applicable statutory or common law. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.31 Indemnity Against Design Defects

Approval of the City Engineer or other City employee, official, consultant, employee, or officer of any plans, designs or specifications submitted by the Developer under this Agreement shall not constitute or be deemed to be a release of the responsibility and liability of the Developer, its engineer, contractors, employees, officers, or agents for the accuracy and competency of their design and specifications. Such approval shall not be deemed to be an assumption of such responsibility or liability by the City for any defect in the design and specifications prepared by the consulting engineer, his officers, agents, servants,

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

or employees, it being the intent of the parties that approval by the City Engineer or other City employee, official, consultant, or officer signifies the City's approval of only the general design concept of the improvements to be constructed. In this connection, the Developer shall indemnify and hold harmless the City, its officials, officers, agents, servants and employees, from any loss, damage, liability or expense on account of damage to property and injuries, including death, to any and all persons which may arise out of any defect, deficiency or negligence of the engineer's designs and specifications incorporated into any improvements constructed in accordance therewith, and the Developer shall defend at his own expense any suits or other proceedings brought against the City, its officials, officers, agents, servants or employees, or any of them, on account thereof, to pay all expenses and satisfy all judgments which may be incurred by or rendered against them, collectively or individually, personally or in their official capacity, in connection herewith. Notwithstanding anything to the contrary in this section, the Developer shall not be required to indemnify the City in the event the claims, suits, losses, damages, causes of action or liability arise in whole or in part as a result of the City's breach of this agreement or a separate agreement pertaining to the property governed by this agreement.

4.32 Approval of Plans

The Developer and City agree that the approval of plans and specifications by the City shall not be construed as representing or implying that improvements built in accordance therewith shall be free of defects. Any such approvals shall in no event be construed as representing or guaranteeing that any improvement built in accordance therewith will be designed or built in a good and workmanlike manner.

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

Neither the City nor its elected officials, officers, employees, contractors and/or agents shall be responsible or liable in damages or otherwise to anyone submitting plans and specifications for approval by the City for any defects in any plans or specifications submitted, revised, or approved, in the loss or damages to any person arising out of approval or disapproval or failure to approve or disapprove any plans or specifications, for any loss or damage arising from the non-compliance of such plans or specifications with any governmental ordinance or regulation, nor any defects in construction undertaken pursuant to such plans and specifications.

4.33 Venue

Venue of any action brought hereunder shall be in Bastrop, Bastrop County, Texas.

4.40 Release of Building Permits

The Developer may request, and the Director of Planning and Development may approve, the release of up to ten percent (10%) of the total building permits for the lots listed on pg. 1 of this agreement upon completion of the public streets, to include street lights, and final acceptance of the sanitary sewer and underground stormwater drainage facilities that are not deemed private. Building permits for all lots will be released upon final acceptance of all public and private infrastructure improvements, park and trail construction, screening walls, retaining walls, landscaping, irrigation, and tree mitigation in accordance with the Public Improvement Plans that were approved by the City on ***INSERT APPROVAL DATE.***

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

4.50 Dedication of Infrastructure Improvements

Upon final acceptance of *INSERT DEVELOPMENT NAME*, the public streets, sanitary sewer, and underground stormwater drainage facilities shall become the property of the City.

4.60 Assignment

This agreement, any part hereof, or any interest herein shall not be assigned by the Developer without written consent of the City Manager, said consent shall not be unreasonably withheld, and it is further agreed that such written consent will not be granted for the assignment, transfer, pledge and/or conveyance of any refunds due or to be come due to the Developer except that such assignment, transfer, pledge and/or conveyance shall be for the full amount of the total of all such refunds due or to become due hereunder nor shall assignment release assignor or assignee from any and all Development assurances and responsibilities set forth herein.

4.70 Conflicts

In the event of a conflict between this agreement and that certain Development Agreement between the City of Bastrop and *INSERT DEVELOPER NAME* effective *INSERT DATE* (the "Development Agreement"), the Development Agreement shall control. In the event of a conflict between this agreement and that certain *MUD, PID, 380* agreement between the City of Bastrop and *INSERT DEVELOPER NAME* effective *INSERT DATE* (the "*MUD,PID,380* Reimbursement Agreement"), the *PID, MUD, 380* Reimbursement Agreement shall control. Nothing in this agreement shall be construed as amending the Development

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

Agreement or the PID Reimbursement Agreement.

DRAFT

Public Improvement Plan Agreement – *INSERT DEVELOPMENT NAME*

IN TESTIMONY WHEREOF, the City of Bastrop has caused this instrument to be executed in duplicate in its name and on its behalf by its City Manager, attested by its City Secretary, with the corporate seal of the City affixed, and said Developer has executed this instrument in duplicate, at the City of Bastrop, Texas this the XX day of XXXXXXXXXX, 20__.

INSERT DEVELOPMENT NAME

City of Bastrop, Texas

Developer Name
Company Name

Lynda Humble
City Manager

ATTEST:

Ann Franklin
City Secretary

Date

APPROVED AS TO FORM AND LEGALITY:

Alan Bojorquez
City Attorney

Date

Distribution of Originals: Developer
 City Secretary
 Planning and Development Department