

ORDINANCE NO. 2025-64

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BASTROP, TEXAS, AMENDING THE BASTROP CODE OF ORDINANCES CHAPTER 16 STORMWATER DRAINAGE, SECTION 16.01.003 and 16.01.008; AND PROVIDING FOR FINDINGS OF FACT, REPEALER, SEVERABILITY, CODIFICATION, EFFECTIVE DATE, PROPER NOTICE AND MEETING.

WHEREAS, pursuant to Texas Local Government Code Section 51.001, the City Council of the City of Bastrop, Texas (the "City") has general authority to adopt an ordinance or police regulation that is for the good government, peace, or order of the City and is necessary or proper for carrying out a power granted by law to the City; and

WHEREAS, the City Council finds that there is a local need for clearer guidance, policy, and design practices that help steer future development toward outcomes that protect the floodplain, reduce runoff, and maximize long-term resilience.

WHEREAS, the City Council finds certain amendments to the aforementioned codes are necessary to encourage resilient practices and are in the best interest of the City; and

WHEREAS, the City Council finds the attached amendments reasonable and necessary.

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. Amendment: Chapter 16 – Stormwater Drainage of the City of Bastrop Code of Ordinances is hereby amended, and after such amendment, shall read in accordance with Attachment "A", which is attached hereto and incorporated into this Ordinance for all intents and purposes. Any underlined text shall be inserted into the Code and any struck-through text shall be deleted from the Code, as shown in each of the attachments.

Section 3. Repealer: To the extent reasonably possible, ordinances are to be read together in harmony. However, all ordinances, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance

shall be and remain controlling as to the matters regulated.

- Section 4.** Severability: Should any of the clauses, sentences, paragraphs, sections, or parts of this Ordinance be deemed invalid, unconstitutional, or unenforceable by a court of law or administrative agency with jurisdiction over the matter, such action shall not be construed to affect any other valid portion of this Ordinance.
- Section 5.** Codification: The City Secretary is hereby directed to record and publish the attached rules, regulations, and policies in the City's Code of Ordinances as authorized by Section 52.001 of the Texas Local Government Code.
- Section 6.** Effective Date: This Ordinance shall take effect upon the date of final passage noted below, or when all applicable publication requirements, if any, are satisfied in accordance with the City's Charter, Code of Ordinances, and the laws of the State of Texas.
- Section 7.** Proper Notice and Meeting: 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. Notice was also provided as required by Chapter 52 of the Texas Local Government Code.

[Signature Page to Follow]


READ & ACKNOWLEDGED on First Reading by the City Council of the City of Bastrop, on this, the 26th day of August 2025.

PASSED & APPROVED on Second Reading by the City Council of the City of Bastrop, on this, the 9th day of September 2025.

APPROVED:

by 
Ishmael Harris, Mayor

ATTEST:


Michael Muscarello, City Secretary

APPROVED AS TO FORM:


City Attorney
Denton Navarro Rocha Bernal & Zech, P.C.



Chapter 16

STORMWATER DRAINAGE

Sec. 16.01.001 Applicability and jurisdiction.

(a) *Applicability.*

- (1) Where not otherwise limited by law, this chapter applies to land development activity that meets one (1) or more of the following criteria:
 - (A) Any development, including redevelopment and in-fill development, that results in ten thousand (10,000) square feet or more of land disturbing activity;
 - (B) Any development, including redevelopment and in-fill development, that results in the addition of five thousand (5,000) square feet or more of impervious area;
 - (C) A subdivision plat; or
 - (D) A development of any size that, in the opinion of the City Engineer, is likely to result in runoff that exceeds the safe capacity of the existing drainage facilities or receiving body of water, that causes undue channel erosion, that increases water pollution by scouring or the transportation of particulate matter, or that endangers property or public safety.
- (2) A site that meets any of the following criteria is exempt from the requirements of this article:
 - (A) A site with less than ten (10) percent connected imperviousness based on complete development of the post-construction site, provided the cumulative area of all parking lots and rooftops is less than one (1) acre;
 - (B) Nonpoint discharges from agricultural facilities and practices;
 - (C) Nonpoint discharges from silviculture activities;
 - (D) Routine maintenance for project sites, with under five (5) acres of land disturbance, if performed to maintain the original line and grade, hydraulic capacity or original purpose of the facility; or
 - (E) Underground utility construction such as water, sewer, power, and fiberoptic lines. This exemption does not apply to the construction of any above ground structures associated with utility construction.

(b) *Jurisdiction.* This chapter applies to land disturbing construction activities on land:

- (1) Within the city limits;
- (2) Within the city's extraterritorial jurisdiction (to the extent authorized by the 1445 agreement between the city and Bastrop County, as amended); or
- (3) Subject to a development agreement between a developer and the city.

(Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.002 Definitions.

For the purpose of this article, the following definitions shall apply unless the context clearly indicates or requires a different meaning:

Business day means a day the office of the city is routinely and customarily open for business.

City Engineer means the registered engineer designated by the City Manager to review engineering aspects of projects located within the city.

City Manager means the City Manager of the City of Bastrop.

City of Bastrop Stormwater Drainage Design Manual means the stormwater drainage design manual adopted by the city concurrently with the adoption of this chapter, as amended and incorporated by reference.

Connected imperviousness means an impervious surface that is directly connected to a separate storm sewer or water of the state via an impervious flow path.

Development means any manmade change to improved or unimproved real estate, including, but not limited to, buildings or other structures, mining, dredging, filling, grading, paving, excavation, or drilling operations or storage of equipment or materials.

Development Review Committee ("DRC") means a group that shall consist of city staff including, but not limited to, representatives from Planning and Development/building inspections, engineering, public works/parks/water/wastewater, electric, fire, and the City Manager's office.

Erosion means the process by which the land's surface is worn away by the action of wind, water, ice or gravity.

Extraterritorial jurisdiction ("ETJ") means the area outside of the city municipal limits in which the city exercises joint zoning authority with Bastrop County.

Final stabilization means that all land disturbing construction activities at the construction site have been completed and that:

- (A) A uniform, perennial, vegetative cover has been established, with a density of at least seventy (70) percent of the cover, for the unpaved areas and areas not covered by permanent structures; or
- (B) Equivalent permanent stabilization measures have been employed.

Financial guarantee means a performance bond, maintenance bond, surety bond, irrevocable letter of credit, or similar guarantees submitted to the city by the responsible party to assure that requirements of the ordinance are carried out in compliance with the stormwater management plan.

Impervious surface means an area that releases as runoff all or a large portion of the precipitation that falls on it, except for frozen soil. Rooftops, sidewalks, driveways, parking lots and streets are examples of areas that typically are impervious.

In-fill development means development of vacant parcels, or demolition of existing structures within previously built areas, which are already served by public infrastructure, such as transportation, water, wastewater, and other utilities.

Infiltration means the entry of precipitation or runoff into or through the soil.

Infiltration system means a device or practice such as a basin, trench, rain garden or swale designed specifically to encourage infiltration, but does not include natural infiltration in pervious surfaces such as lawns, redirecting of rooftop downspouts onto lawns or minimal infiltration from practices, such as swales or road side channels designed for conveyance and pollutant removal only.

Land development activity means any construction related activity that results in the addition or replacement of impervious surfaces such as rooftops, roads, parking lots, and other structures. Measurement of areas impacted by land development activity includes areas that are part of a larger common plan of development or sale where multiple separate and distinct land disturbing construction activities may be taking place at different times on different schedules but under one plan.

Land disturbing construction activity means any man-made alteration of the land surface resulting in a change in the topography or existing vegetative or non-vegetative soil cover, that may result in runoff and lead to an increase in soil erosion and movement of sediment into waters of the state. Land disturbing construction activity includes clearing and grubbing, demolition, excavating, pit trench dewatering, filling and grading activities.

Maintenance agreement means a legal document that provides for long-term maintenance of stormwater management practices.

Off-site means located outside the property boundary described in the permit application.

On-site means located within the property boundary described in the permit application.

Performance standard means a narrative or measure specifying the minimum acceptable outcome for a facility or practice.

Permit administration fee means a sum of money paid to the city by the permit applicant for the purpose of recouping the expenses incurred by the city in administering the permit.

Pervious surface means an area that releases as runoff a small portion of the precipitation that falls on it. Lawns, gardens, parks, forests or other similar vegetated areas are examples of surfaces that typically are pervious.

Post-construction site means a construction site following the completion of land disturbing construction activity and final site stabilization.

Pre-development condition means the extent and distribution of land cover types present before the initiation of land disturbing construction activity, assuming that all land uses prior to development activity are managed in an environmentally sound manner.

Public Works Director means the individual appointed by the City Manager to administer the installation and operation of city infrastructure.

Redevelopment means areas where, in the determination of the City Engineer, development is replacing older development.

Responsible party means any entity holding fee title to the property, or an entity contracted to develop the property.

Runoff means stormwater or precipitation including rain, snow or ice melt or similar water that moves on the land surface via sheet or channelized flow.

Site means the entire area included in the legal description of the land on which the land disturbing construction activity occurred.

Stop work order means an order issued by the city which requires that all construction activity on the site be stopped.

Stormwater management plan is a comprehensive plan designed to reduce the discharge of runoff from hydrologic units on a regional or municipal scale.

Stormwater management permit means a written authorization made by the City to the applicant to conduct land disturbing construction activity or to discharge post-construction runoff to waters of the state.

Stormwater maintenance plan means the set of tasks that must be performed in order to operate and maintain a stormwater management facility.

Stormwater pollution prevention plan ("SWPPP") means the plan created by constructors to show their plans for sediment and erosion control. The SWPPP identifies all potential sources of pollution which may reasonably be expected to affect the quality of storm water discharges from the construction site.

Technical standard means a document that specifies design, predicted performance and operation and maintenance specifications for a material, device or method.

(Ord. No. 2019-17, § 5, 5-14-19; Ord. No. 2019-30, § 2(Exh. A), 8-27-19)

Sec. 16.01.003 Technical standards, design methods and procedures.

All drainage facilities and practices required to comply with this chapter shall comply with the technical standards and design methods, and follow the processes specified in the City of Bastrop Stormwater Drainage Design Manual, incorporated into this chapter by reference. Where not superseded by stricter requirements in the City of Bastrop Stormwater Drainage Design Manual, the following standards are also incorporated by reference:

- (1) Other design guidance and technical standards identified or developed by the Texas Commission on Environmental Quality (TCEQ) under the Texas Pollutant Discharge Elimination System (TPDES) General Permit No. TXR150000.
- (2) Other technical standards approved by the City Engineer.
- (3) The City of Bastrop Comprehensive Master Plan.
- (4) The effective flood insurance study (FIS) and effective flood insurance rate maps (FIRM) prepared by FEMA.
- (5) Permeable or porous pavement may be considered 50% pervious provided that the plans, specifications, details, or other information which are signed and sealed by an engineer licensed in the State of Texas are approved by the City Engineer. Credit may be restricted or disallowed in some cases for areas within the Gills Branch Watershed. Any approved credit will not be subtracted from Section 16.01.001 paragraph (a) Applicability Subparagraph (1) Criteria (B).

(Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.004 Performance standards.

- (a) *Stormwater drainage performance standards.* All drainage facilities and practices required to comply with this chapter shall meet performance standards specified in the City of Bastrop Stormwater Drainage Design Manual.
- (b) *Location and regional treatment option requirements.*
 - (1) Stormwater drainage facilities required to meet this chapter may be located on-site or off-site as part of a regional stormwater device, practice, or system.
 - (2) The city may approve off-site rather than on-site management measures only if all of the following conditions are met:
 - (A) The city determines that the post-construction runoff is covered by a stormwater drainage system plan that is approved by the city and that contains drainage requirements consistent with the purpose and intent of this chapter; and
 - (B) The off-site facility:

-
- i. Will be in place before the need for the facility arises as a result of on-site construction activities;
 - ii. Is designed and adequately sized to provide a level of stormwater control equal to or greater than that which would be afforded by on-site practices meeting the performance standards of this chapter; and
 - iii. Has a legally obligated entity responsible for its long-term operation and maintenance.
 - (3) Where a regional treatment option exists such that the city may exempt the applicant from all or part of the minimum on-site stormwater drainage requirements, the applicant shall be required to pay a fee in an amount determined in negotiation with the city. In determining the fee for post-construction runoff, the city shall consider an equitable distribution of the cost for land, engineering design, construction, and maintenance of the regional treatment option.
 - (c) *Alternative drainage requirements.* The City Engineer may establish alternative stormwater drainage requirements to those set forth in the City of Bastrop Stormwater Drainage Design Manual, if the city determines that an added level of protection is needed to address downstream stormwater drainage issues based on a regional study or engineering plan commissioned by the city; or that extraordinary hardships or practical difficulties may result from strict compliance with these regulations. Exceptions or waivers to stormwater drainage requirements set forth in this chapter and the City of Bastrop Stormwater Drainage Design Manual shall be considered in accordance with Section 16.01.013.
- (Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.005 Permitting requirements, procedures, and fees.

- (a) *Permit required.* Before starting any land disturbing construction activity, the responsible party shall first:
 - (1) Request and participate in a pre-application meeting with the Directors (or their designees) of the City Planning Department, City Engineer's Office, and Public Works Department;
 - (2) Receive a post-construction runoff permit from the city; and
 - (3) Receive a permit from the city as provided in this section.
- (b) *Permit application and fees.* Unless specifically excluded by this chapter, any responsible party desiring a permit shall submit to the city a permit application made on a form provided by the city for that purpose.
 - (1) Unless otherwise excepted by this chapter, a permit application must be accompanied by a stormwater management plan, a stormwater operations and maintenance plan, a maintenance agreement (where required) and, where not otherwise covered by a developer's agreement, a non-refundable permit administration fee. The permit administration fee, where applicable, shall be consistent with a fee schedule maintained by the city.
 - (2) The stormwater management plan, the stormwater operations and maintenance plan, the maintenance agreement, and the erosion control plan shall be prepared to meet the requirements outlined in the City of Bastrop Stormwater Drainage Design Manual.
 - (3) All applications for development that may impact drainage must also be accompanied by a signed, sealed and dated letter from a registered engineer certifying that they have personally reviewed the topography and completed a field investigation of the existing and proposed flow patterns for stormwater runoff from the subject development to the main stem of all creeks that may impact the project, and build-out conditions allowable by zoning, restrictive covenant or plat note, that the stormwater flows from the subject development will not cause any additional adverse flooding impacts for storms of magnitude up through the one-hundred (100) year event.

-
- (c) *Review and approval of permit application.* The city shall review any permit application that is submitted with a stormwater management plan, stormwater maintenance plan, maintenance agreement, and the required fee. The following approval procedure shall be used:
- (1) The city may request additional information if required for a complete application within fifteen (15) business days of receipt of any permit application. Within thirty (30) business days of the receipt of a complete permit application, the city shall inform the applicant whether the application, plan, and maintenance agreement are approved or disapproved based on the requirements of this chapter. The 30-day review period begins once the city has received all information necessary for the review and deems the application is complete, or fifteen (15) business days after receipt of the permit application if additional information has not been requested.
 - (2) If the stormwater permit application, stormwater management plan, stormwater maintenance plan, and maintenance agreement are approved, or if an agreed upon payment of fees in lieu of stormwater management practices is made, the city shall issue the permit.
 - (3) If the stormwater permit application, stormwater management plan, stormwater maintenance plan, or maintenance agreement is disapproved, the city shall detail in writing the reasons for disapproval so that the applicant may apply for a permit after correcting the deficiencies.
 - (4) The city may request additional information from the applicant while reviewing the application. If additional information is submitted, the city shall have ten (10) additional business days from the date the additional information is received to inform the applicant that the application, stormwater management plan, stormwater maintenance plan, and maintenance agreement are either approved or disapproved.
- (d) *Permit requirements.* All permits issued under this chapter shall be subject to the following conditions, and holders of permits issued under this chapter shall be deemed to have accepted these conditions. The city may suspend or revoke a permit for violation of a permit condition, following written notification of the responsible party. An action by the city to suspend or revoke this permit may be appealed in accordance with Section 16.01.012.
- (1) Compliance with this permit does not relieve the responsible party of the responsibility to comply with other applicable federal, state, and local laws and regulations.
 - (2) The responsible party shall design and install all structural and non-structural stormwater management measures in accordance with the approved stormwater management plan and the permit.
 - (3) The responsible party shall notify the city at least two (2) business days before commencing any work in conjunction with the stormwater management plan, and within three (3) business days upon completion of the stormwater management practices. If required as a special condition under Section 16.01.006 of this chapter, the responsible party shall make additional notification according to a schedule set forth by the city so that practice installations can be inspected during construction.
 - (4) Practice installations required as part of this chapter shall be certified "as built" by a licensed professional engineer in the State of Texas. Completed stormwater management practices must pass a final inspection by the city or its designee to determine if they are in accordance with the approved stormwater management plan and ordinance. The city or its designee shall notify the responsible party in writing of any changes required in such practices to bring them into compliance with the conditions of the permit.
 - (5) The responsible party shall notify the city of any proposed modifications to an approved stormwater management plan. The city may require that the proposed modifications be submitted to it for approval prior to incorporation into the stormwater management plan and execution by the responsible party.

-
- (6) The responsible party shall maintain all stormwater management practices in accordance with the stormwater management plan until the practices either become the responsibility of the city or are transferred to subsequent private owners as specified in the approved maintenance agreement.
 - (7) The responsible party authorizes the city to perform any work or operations necessary to bring stormwater management measures into conformance with the approved stormwater management plan, and consents to a special assessment or charge against the property, or to charging such costs against the financial guarantee posted under Section 16.01.011.
 - (8) If so directed by the city, the responsible party shall repair at the responsible party's own expense all damage to adjoining facilities and drainage ways caused by runoff, where such damage is caused by activities that are not in compliance with the approved stormwater management plan.
 - (9) The responsible party shall allow the city or its designee to access the property for the purpose of inspecting the property for compliance with the approved stormwater management plan and this permit.
 - (10) Where site development or redevelopment involves changes in direction, increases in peak rate, and/or total volume of runoff from a site, the city may require the responsible party to make appropriate legal arrangements with affected property owners.
 - (11) The responsible party is subject to the enforcement actions and penalties detailed in Section 16.01.014 if the responsible party fails to comply with the terms of this permit.
- (e) *Permit conditions.* Permits issued under this subsection may include conditions established by the city related to the requirements needed to meet the performance standards in Section 16.01.004 or a financial guarantee as provided for in Section 16.01.011.
 - (f) *Permit duration.* Permits issued under this section shall be valid from the date of issuance through the date the city notifies the responsible party that all stormwater management practices have passed the final inspection required under paragraph (d) of this subsection. The permit shall be invalid if work is not commenced within one (1) year of permit issuance.
- (Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.006 Stormwater management plan.

- (a) *Plan requirements.* The responsible party shall be responsible for developing and implementing a stormwater management plan. The stormwater management plan shall be prepared and submitted to the city by a registered engineer on behalf of the responsible party. The stormwater management plan shall incorporate the requirements of section 16.01.004 and include, at a minimum, information required in the City of Bastrop Stormwater Drainage Design Manual, maintained and periodically updated by the city. The city may waive certain submittal requirements if determined by the city to be unnecessary to demonstrate compliance with ordinance standards.
- (b) *Alternative requirements.* The city may prescribe alternative submittal requirements for applicants seeking an exemption to on-site stormwater management performance standards under Section 16.01.004.

(Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.007 Maintenance plan.

An operations and maintenance plan shall be prepared to meet the requirements outlined in the City of Bastrop Stormwater Drainage Design Manual. The operations and maintenance plan shall be submitted to the city along

with the final drainage plans and shall clearly state which entity has responsibility for the operation and maintenance of the temporary and permanent stormwater controls and drainage facilities to ensure that they will function in the future.

(Ord. No. 2019-30, § 2(Exh. A), 8-27-19)

Sec. 16.01.008 Maintenance agreement.

- (a) *Maintenance agreement required.* The maintenance agreement required for stormwater management practices shall be an agreement between the city and the responsible party to provide for maintenance of stormwater practices beyond the duration period of the permit. The maintenance agreement shall be filed by the responsible party in the deed records of Bastrop County as a property deed restriction so that it is binding upon all subsequent owners of the land served by the stormwater management practices.
- (b) *Agreement provisions.* The maintenance agreement shall contain the following information and provisions and be consistent with the maintenance plan required by Section 16.01.007:
 - (1) Identification of the stormwater facilities and designation of the drainage area served by the facilities;
 - (2) A schedule for regular maintenance of each aspect of the stormwater management system consistent with the stormwater management plan required under Section 16.01.006;
 - (3) Identification of the property or easement owner, organization, or entity responsible for long term maintenance of the stormwater management practices identified in the stormwater management plan required under Section 16.01.006.
 - (4) A requirement that the responsible party or parties identified in paragraph (3) shall maintain stormwater management practices in accordance with the schedule included in paragraph (2) and submit an inspection report prepared by an engineer licensed in the State of Texas to the Engineering Department with a \$25.00 filling fee to the City of Bastrop every two years.-
 - (5) Authorization for the city to access the property to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.
 - (6) A requirement that the city will maintain records of the results of the site inspections, will inform the party responsible for maintenance of the inspection results, and will specifically indicate any corrective actions required to bring the stormwater management practice into proper working condition.
 - (7) A provision that the responsible party or parties identified in paragraph (3) shall be notified by the city of maintenance conditions requiring correction or repair. The specified corrective actions shall be undertaken within a reasonable time frame set by the city.
 - (8) Authorization for the city to perform the corrected actions identified in the inspection report if the responsible party or parties identified in paragraph (3) do not make the required corrections in the specified time period.
 - (9) Authorization for the city to take any action allowed by law to enforce the agreement and enforce this chapter.

(Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.009 Erosion control plan.

- (a) Stormwater pollution prevention plans (SWPPPs) shall be submitted for review to the City Engineer prior to release of construction projects. The Responsible Party and their engineer shall be responsible for preparation of an SWPPP in accordance with the Texas Commission on Environmental Quality (TCEQ) and U.S. Environmental Protection Agency (EPA) requirements.
 - (b) TCEQ and EPA permitting shall also be the responsibility of the responsible party and their engineer.
- (Ord. No. 2019-30, § 2(Exh. A), 8-27-19)

Sec. 16.01.010 Easements.

- (a) The Responsible Party shall dedicate or grant all necessary easements for construction of all stormwater drainage facilities required in the City of Bastrop Stormwater Drainage Design Manual.
- (b) The Responsible Party shall record all easements in the deed records of Bastrop County.

The easements shall conform to the requirements in the City of Bastrop Stormwater Drainage Design Manual.

(Ord. No. 2019-30, § 2(Exh. A), 8-27-19)

Sec. 16.01.011 Financial guarantee.

- (a) *Establishment of the guarantee.* The city may require the submittal of a financial guarantee by the responsible party on the form prescribed in the City of Bastrop Stormwater Drainage Design Manual. The financial guarantee shall be in an amount determined by the city to be the estimated cost of construction and the estimated cost of maintenance of the stormwater management practices during the period that the designated party in the maintenance agreement has maintenance responsibility. The financial guarantee shall give the city the authorization to use the funds to complete the stormwater management practices if the responsible party defaults or does not properly implement the approved stormwater management plan, upon written notice to the responsible party by the city that the requirements of this chapter have not been met.
- (b) *Conditions for release of the guarantee.* Conditions for the release of the financial guarantee are as follows:
 - (1) The city shall release the portion of the financial guarantee established under this section to cover the estimated cost of construction, less any costs incurred by the city to complete installation of practices, upon submission of "as built plans" by a licensed professional engineer of the State of Texas. The city may make provisions for a partial pro-rata release of the financial guarantee based on the completion of various development stages.
 - (2) The city shall release the portion of the financial guarantee established under this section to assure maintenance of stormwater practices and facilities, less any costs incurred by the city, at such time that the responsibility for practice or facility maintenance is passed on to another entity via an approved maintenance agreement.

(Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.012 Fee schedule.

The fee referred to in other sections of this chapter is found in Section A3.22.022 of Appendix A of this Code and may from time to time be modified by ordinance.

(Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.013 Exceptions and waivers.

- (a) *Generally.* The Development Review Committee may recommend, and the City Council may approve exceptions or waivers to these requirements so that substantial justice may be done, and the public interest secured where extraordinary hardship or practical difficulties may result from strict compliance with this chapter or if the purposes of this chapter may be served to a greater extent by an alternative proposal. The exceptions or waivers shall not have the effect of nullifying the intent and purpose of this chapter. The DRC shall only recommend approval of an exception or waiver if, based upon the evidence presented to it, all of the following conditions are met by the petitioner:
- (1) The granting of the exception or waiver will not be detrimental to the public safety, health, or welfare, and will not be injurious to other property;
 - (2) The conditions upon which the request is based are unique to the property for which the relief is sought and are not applicable generally to other property;
 - (3) Because of the location or conditions affecting the specific property involved, a particular hardship to the owner would result, as distinguished from a mere inconvenience, if the strict letter of these regulations is carried out;
 - (4) The relief sought will not materially alter the provisions of any existing regional stormwater management plan except that the plan may be amended in the manner prescribed by law; and
 - (5) The granting of the exception or waiver will not result in a violation of state or federal laws or permits.

(Ord. No. 2019-17, § 5, 5-14-19; Ord. No. 2019-30, § 2(Exh. A), 8-27-19)

Sec. 16.01.014 Enforcement.

- (a) Any land disturbing construction activity or post-construction runoff initiated after the effective date of this chapter by any person, firm, association, or corporation subject to the ordinance shall be deemed a violation of this chapter unless conducted in accordance with the requirements of this chapter.
- (b) The city shall notify the responsible party by certified mail of any non-complying land disturbing construction activity or post-construction runoff. The notice shall describe the nature of the violation, remedial actions needed, a schedule for remedial action, and additional enforcement action that may be taken.
- (c) Upon receipt of written notification from the city under paragraph (2), the responsible party shall correct work that does not comply with the stormwater management plan or other provisions of this article. The responsible party shall make corrections as necessary to meet the specifications and schedule set forth by the city in the notice.
- (d) If the violations to a permit issued pursuant to this chapter are likely to result in damage to properties, public facilities, or waters of the state, the city may enter the land and take emergency actions necessary to prevent such damage. The costs incurred by the city plus interest and legal costs shall be billed to the responsible party.
- (e) The city is authorized to post a stop work order on all land disturbing construction activity that is in violation of this article, or to request that the city attorney obtain a cease and desist order in any court with jurisdiction.
- (f) The city may revoke a permit issued under this chapter for non-compliance with the ordinance provisions.

Created: 2025-04-14 09:29:14 [EST]

(Supp. No. 16)

-
- (g) Any permit revocation, stop work order, or cease and desist order shall remain in effect unless retracted by the city, City Attorney, or by a court with jurisdiction.
 - (h) The city is authorized to refer any violation of this chapter, or of a stop work order, or of a cease and desist order issued pursuant to this chapter, to the City Attorney for the commencement of further legal proceedings in any court with jurisdiction.
 - (i) Any person, firm, association, or corporation who does not comply with the provisions of this chapter shall be subject to a fine not to exceed two thousand dollars (\$2,000.00) per offense, together with the costs of prosecution. Each day that the violation exists shall constitute a separate offense.
 - (j) Compliance with the provisions of this chapter may also be enforced by injunction in any court with jurisdiction. It shall not be necessary to prosecute for forfeiture or a cease and desist order before an injunction is sought.
 - (k) When the city determines that the holder of a permit issued pursuant to this chapter has failed to follow practices set forth in the stormwater management plan, or has failed to comply with schedules set forth in said stormwater management plan, the city or a party designated by the city may enter upon the land and perform the work or other operations necessary to bring the condition of said lands into conformance with requirements of the approved plan. The city shall keep a detailed accounting of the costs and expenses of performing this work. These costs and expenses shall be deducted from any financial guarantee posted pursuant to Section 16.01.011 of this chapter. Where such a guarantee has not been established, or where such a guarantee is insufficient to cover these costs, the city may take any action allowed by law to enforce this chapter.

(Ord. No. 2019-17, § 5, 5-14-19)

Sec. 16.01.015 Appeals.

- (a) *Role of the City Council.* The City Council of the city of Bastrop:
 - (1) Shall approve or disapprove the recommendations of the DRC regarding the granting of exceptions or waivers from certain provisions of this chapter, using the criteria in Section 16.01.013(a); and
 - (2) Shall hear and decide appeals where it is alleged that there is an error in any order, decision, or determination made by the city in administering this chapter, except for cease and desist orders obtained under Section 16.01.014; and
 - (3) Shall apply the rules, procedures, duties and powers authorized by statute in hearing and deciding appeals.
- (b) *Who may appeal.* Appeals to the City Council may be taken by any aggrieved person or by an officer, department, or board of the city affected by any decision of the city in administering this chapter.

(Ord. No. 2019-17, § 5, 5-14-19; Ord. No. 2019-30, § 2(Exh. A), 8-27-19)

AGREEMENT TO MAINTAIN STORMWATER FACILITIES
BY AND BETWEEN THE CITY OF BASTROP AND

Whereas, the upkeep and maintenance of stormwater facilities and the implementation of pollution source control best management practices (BMPs) is essential to the protection of water resources in the City of Bastrop; and

Whereas, all property owners are expected to conduct business in a manner that minimizes impacts of stormwater runoff; and

Whereas, this Agreement contains specific provisions with respect to maintenance of stormwater facilities; and

Whereas, the authority to require maintenance and pollution source control is provided in the City of Bastrop Stormwater Drainage Ordinance, Chapter 16 of the City Code of Ordinances; and

Whereas, Owner has constructed improvements, including but not limited to, buildings, pavement, and stormwater facilities on the property described in Attachment A. (Note: Attachment A shall identify the stormwater facilities and designate the drainage area served by those facilities.)

In order to further the stormwater management goals of the City of Bastrop, the City and Owner hereby enter into this Agreement. This Agreement is effective on the date of the last to execute below, (the "Effective Date").

The responsibilities of each party to this Agreement are identified below.

OWNER SHALL:

~~(1) Implement the stormwater facility maintenance plan included herein as Attachment B.~~

(1) Implement ~~and complete the requirements of the "Final Drainage Plan"~~ the stormwater management plan included herein as ~~Appendix~~ Attachment C.

(2) Submit an inspection report prepared by an engineer licensed in the State of Texas to the Engineering Department along with a \$25.00 filing fee to the City of Bastrop every two years.

(3) Allow the City or designee to access the property to conduct inspections of stormwater management practices as necessary to ascertain that the practices are being maintained and operated in accordance with the agreement.

(4) Undertake corrective actions required by the City within a reasonable time frame as set by the City.

(5) Maintain a record of steps taken to implement the programs referenced in (1) and (2) above. Record shall be available for inspection by City staff at Owners business during normal business hours. The record shall catalog the action taken, who took it, when it was done, how it was done, and any problems encountered, or follow-up actions recommended.

City of Bastrop, 05/09/2019

Formatted: Not Expanded by / Condensed by

- (6) Notify the City of any changes in ownership or contact information within ten (10) business days of such a change.

THE CITY OF BASTROP SHALL:

- (1) Provide technical assistance to Owner in support of its operation and maintenance activities conducted pursuant to its maintenance and source control programs. Said assistance shall be provided upon request, and as City time and resources permit.
- (2) Maintain public records of the results of the site inspections, inform the party responsible for maintenance of the inspection results, and specifically indicate any corrective actions required to bring the storm water management practice into proper working condition.
- (3) Notify the Owner of maintenance problems that require correction or repair.

REMEDIES:

- (1) If corrective actions required by the City are not completed within the time set by the City, written notice will be sent to Owner stating that the City intends to perform such maintenance and will bill the Owner for all incurred expenses.
- (2) If at any time the City determines that the existing system creates any imminent threat to public health or welfare, the City may take immediate measures to remedy said threat. No notice to the persons listed in (1), above, shall be required under such circumstances.
- (3) The Owner grants unrestricted authority to the City for access to any and all stormwater system features for the purpose of performing maintenance or repair as may become necessary under Remedies (1) and (2).
- (4) The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the stormwater facility. Such responsibility shall include reimbursement to the City within 30 days of the receipt of the invoice for any such work performed. Overdue payments will require payment of interest at the current legal rate for liquidated judgments. If legal action ensues, any costs or fees incurred by the City will be borne by the parties responsible for said reimbursements.
- (5) The City is authorized to take any action allowed by law to enforce this Agreement and Chapter 16 of the City of Bastrop Code of Ordinances, as amended.

This Agreement is intended to protect the value and desirability of the real property described above and to benefit all the citizens of the City. It shall run with the land and be binding on all parties having or acquiring from Owner or their successors or assigns any right, title, or interest in the property or any part thereof, as well as their title, or interest in the property or any part thereof, as well as their heirs, successors, and assigns. They shall inure to the benefit of each present or future successor in interest of said property or any part thereof, or interest therein, and to the benefit of all citizens of the City.

PARTY RESPONSIBLE FOR MAINTENANCE OF THE INSPECTION RESULTS

Name: _____

Company: _____

Address: _____

Electronic Mail Address: _____

Phone: _____

Notices under this agreement shall be sent to:

FOR THE CITY OF BASTROP:

City of Bastrop
P.O. Box 427
Bastrop, Texas 78602
Attn: City Manager

With copy to: ~~Alan Bojorquez~~ Charles Zech
~~Bojorquez Law Firm~~ Denton
Navarro Rodriguez Bernal Santee
& Zech, P.C.
~~12325 Hymeadow Drive~~ 2500 W.
William Cannon, Suite 609
~~Suite 2-100~~
~~Austin, Texas 78750~~ Austin,
Texas 78745

FOR THE OWNER:

Name: _____

Company: _____

Address: _____

Electronic Mail Address: _____

Phone: _____

City of Bastrop, 05/09/2019

Formatted: Right: 3.4"

Formatted: Indent: Hanging: 0.05", Right: 3.6"

Formatted: Indent: Hanging: 0.5", Right: 4.18",
Line spacing: single

Formatted: Indent: Hanging: 0.5", Right: 4.18"

IN WITNESS WHEREOF, the parties have executed this Agreement as indicated below.

CITY OF BASTROP

By: _____
~~Lynda Humble~~ Sylvia Carrillo
City Manager

Date: _____

ATTEST

~~Ann~~
~~Franklin~~ Michael
Muscarello City
Secretary

OWNER

By: _____
Name: _____
Title: _____

Date: _____

STATE OF TEXAS)
)
COUNTY OF BASTROP)

On this _____ day of _____, 20____, personally appeared before me, a Notary Public in and for the State of Texas duly commissioned and sworn, personally appeared _____, to me known to be the _____ of _____ and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that _____ is authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal the day and year first above written.

Notary Public in and for the State of
Texas, residing in _____

City of Bastrop, 05/09/2019

Formatted: Right: 5.06", Tab stops: 1.06", Left

My Commission Expires: _____