



**NOTICE OF MEETING OF THE
CITY COUNCIL
OF
BUDA, TX
6:00 PM - Monday, October 2, 2017
Council Chambers
121 S. Main Street
Buda, TX 78610**

This notice is posted pursuant to the Texas Open Meetings Act. Notice is hereby given that a **Regular City Council Meeting** of the City of Buda, TX, will be held at which time the following subjects will be discussed and may be acted upon.

A. CALL TO ORDER

Please turn your cell phone off when you approach the podium.

B. INVOCATION

Fr. Daniel Strandlund of St. Elizabeth's Episcopal Church, member of the Buda Ministerial Alliance

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. PROCLAMATION

E.1. Domestic Violence Awareness Month, October 2018, to be accepted by representatives of the Hays-Caldwell Women's Center

[DVAM Proclamation-Buda.pdf](#)

F. PUBLIC COMMENTS

At this time, comments will be taken from the audience on non-agenda related topics for a length of time not to exceed three minutes per person. To address the City Council, please submit a Citizen's Comment form to the City Secretary prior to the start of the meeting. No action may be taken by the City Council during Public Comments.

G. CONSENT AGENDA

All matters listed under this item are considered to be routine by the City Council and will be enacted by one motion. There will not be separate discussion of these items. If discussion is desired by any Council Member on any item, that item will be removed from the consent agenda and will be considered separately.

G.1. Approval of the September 19, 2017 City Council Meeting Minutes (City Secretary Alicia Ramirez)

[2017-0919 DRAFT Minutes.pdf](#)

G.2. Adoption of a Resolution of the City of Buda, Texas, adopting the 2017 Water & Wastewater Impact Fee report including land use assumptions, a capital improvements plans, and impact fees for water and wastewater utility infrastructure (Assistant City Manager Chance Sparks; City Engineer John Nett)

[City of Buda Resolution Adoption of 2017 W-WW IF Report.pdf](#)

[BUA16634 Impact Fee Report Final.pdf](#)

- G.3. Adoption of an Ordinance of the City of Buda, Texas, on second reading amending Chapter 16 of the Code Ordinances adopting water and wastewater impact fees; setting the actual and maximum impact fee rates; providing for impact fee accounts and use of funds; providing for a penalty; providing for severability; providing for a savings clause; repealing conflicting ordinances or resolutions; and providing for an effective date (City Engineer John Nett, Assistant City Manager Chance Sparks)**

[Impact Fee Ordinance - City Council 10.02.2017.pdf](#)

- G.4. Adoption of an Ordinance of the City of Buda, Texas, on second reading adopting an amended and restated City of Buda Unified Development Code; providing for amendments to zoning districts and related regulations; providing amendments to subdivision regulations; amending the official zoning map of the City of Buda; providing for the repeal of ordinances in conflict herewith; providing a penalty; providing for severability; establishing an effective date; and containing other provisions related to the subject (Assistant City Manager Chance Sparks)**

[j9 2017.09.15 Adopting Ordinance - UDC legal review.pdf](#)

- G.5. Approval of a Special Event Packet for Boo-da Halloween on Saturday, October 28, 2017, including related street closures (Assistant City Manager Chance Sparks)**

[Booda Halloween SEP.pdf](#)

[2017 booda map.pdf](#)

- G.6. Approval of a Special Event Packet for a Turkey Trot running event on Thursday, November 23, 2017, including related street closures (Assistant City Manager Chance Sparks)**

[Turkey Trot SEP.pdf](#)

- G.7. Approval of the final plat of Stonefield Section 12, being 12.302 acres out of the George Herder Survey, Hays County, Texas and located on Old Goforth Road east of Tom Green School Road (FP 17-13) (Assistant City Manager Chance Sparks)**

[H2b FP 17-13-3510133 final plat stonefield 12 2017-08-01.pdf](#)

[H2c FP 17-13 Stonefield Section 12 U2 BBI Recommend.pdf](#)

[H2d FP 17-13-Stonefield Sec 12 - 1445 Approval Letter.pdf](#)

H. PUBLIC HEARING

- H.1. Hold a public hearing to receive written and oral comments in regarding a request to change the zoning from Agricultural (AG) to Arterial Commercial/Office-Arterial Retail (C2/R2) for approximately 0.89+/- acres and High Density Residential (HR) for approximately 28.48+/- acres for the property located along Hillside Terrace approximately 1,500 feet east of Green Meadows Lane on the north side of Hillside Terrace, being 29.391+/- acres out of George Herder Survey, Hays County, Texas (Z 17-02) (Assistant City Manager Chance Sparks)**

I. PRESENTATIONS

- I.1. **Presentation and possible action on the City's water conservation and drought contingency planning efforts (Assistant City Manager Micah Grau)**

[Ordinance 2012 01 Water Conservation.pdf](#)

[Water Conservation Ordinance Council 10.2.17.pdf](#)

- I.2. **Presentation of the 2017-2018 Downtown Co-Marketing Fund, a matching advertising grant for businesses located in the historic Main Street district administered by the Main Street Advisory Board and funded through Hotel Occupancy Tax (HOT) Revenue Funds (Main Street Manager Maggie Gillespie)**

[final DRAFT application.docx](#)

- I.3. **Presentation and discussion of pavement design criteria and construction standards for City of Buda Bond Proposition 3 - Streets road improvement projects (City Engineer John Nett; Allen Crozier, HDR; Kevin Hoffman, RPS Klotz)**

[PROP 3 Criteria 10 02 17 ppt.pdf](#)

J. **REGULAR AGENDA**

- J.1. **Discussion and possible action to ratify a second extension of the regional wastewater treatment contract between the Guadalupe-Blanco River Authority and the City of Buda (Assistant City Manager Micah Grau)**

[2001-09-01 WWTP Contract - GBRA and City of Buda.pdf](#)

[2011-11-09 First Amendment to Buda WWTP Contract.pdf](#)

[2016-08-31 Signed Letter Renewal for Wastewater Agreement Extension.pdf](#)

[2017-09-12 Second Extension of GBRA-Buda Wastewater Agreement.docx](#)

- J.2. **Discussion and possible action of an Ordinance on first reading to change the zoning from Agricultural (AG) to Arterial Commercial/Office-Arterial Retail (C2/R2) for approximately 0.89+/- acres and High Density Residential (HR) for approximately 28.48+/- acres for the property located along Hillside Terrace approximately 1,500 feet east of Green Meadows Lane on the north side of Hillside Terrace, being 29.391+/- acres out of George Herder Survey, Hays County, Texas (Z 17-02) (Assistant City Manager Chance Sparks)**

[1a ORD Hillside Lakes rezoning.pdf](#)

[Exhibit A and B Legal Descriptions.pdf](#)

[H1 Z 17-02 Applicant Submission Package.pdf](#)

- J.3. **Deliberation and possible action to authorize the City Manager to execute an agreement with Water & Earth Technologies, Inc., to procure and install low-water crossing warning system installations within the City of Buda in support of Texas Water Development Board Contract No. 1600012037 (Flood Early Warning System); Disaster Contingency Fund Flood Protection Grant Project, subject to review and approval-to-form of said agreement by the City Attorney (City Engineer John Nett)**

[WET Agreement with City of Buda \(Draft Final 09-26-2017\).pdf](#)

[Countywide Low Water Crossing Warning System - Hays Co RFP 2016-P11.pdf](#)

- J.4. Deliberation and possible action to adopt a Resolution nominating candidate(s) eligible for a position on the Board of Directors of the Hays County Appraisal District for the 2018 - 2019 term of office (City Secretary Alicia Ramirez)**

[HCAD Board Nominee Request.pdf](#)

[HCAD Vote Calc.pdf](#)

[j4 TAX CODE CHAPTER 6.pdf](#)

- J.5. Deliberation and possible action to authorize the City Manager to execute an agreement with the American Association of Retired Person (AARP) for the City of Buda to become a Hosting Agency (Human Resources Director Kristin Williams)**

[AARP Agreement.pdf](#)

- J.6. Deliberation and possible action to adopt an Ordinance on first and final reading amending the prima facie speed limit established for vehicles under the provisions of the Transportation Code, V.T.C.A. on the thoroughfare known as FM 1626 within the boundaries of the corporate limits of the City of Buda and to establish a maximum speed for a construction or maintenance work zone (City Engineer John Nett)**

[ORD Speed Limit in Construction Zone on FM1626.docx](#)

[Exhibit A FM1626.pdf](#)

K. EXECUTIVE SESSION

- K.1. City Council will recess its open session and convene in executive session pursuant to Government Code §551.071 consultation with attorney and §551.074 personnel, to deliberate the evaluation of the city manager and the municipal court judge; and, pursuant to §551.071 to consult with its attorneys to seek legal advice regarding aspects of the Cabela's related economic development agreements, Cabela's transfer of bonds and assignment of grant proceeds to a third-party and the federal taxation of bond proceeds appeal filed on the Cabela's development project.**

L. CONVENE INTO REGULAR SESSION AND TAKE ACTION, IF ANY, ON MATTERS DISCUSSED IN EXECUTIVE SESSION.

M. STAFF REPORT

- M.1. Update on the Task Force on Aging (Human Resources Director Kristin Williams)**

- M.2. Annexation regulatory environment following Senate Bill (SB) 6, and annexation processes & procedures applicable to Sunfield (Assistant City Manager Chance Sparks)**

M.3. Effect of House Bill (HB) 7 regarding municipal regulation of the removal of trees on private property and the impact to Buda's tree preservation requirements (Assistant City Manager Chance Sparks)

N. CITY MANAGER'S REPORT

2014 Bond Program, Capital Improvement Projects, Developments, Drainage Projects, Engineering Department, Finance Department, General/Special Election, Grant related Projects, Human Resources, Law Enforcement, Legislative Update, Library Projects, Main Street Program, Parks & Recreation Department, Planning Department, Road Projects, Status-Future Agenda Request, Special Projects, Tourism Projects, Transportation, Wastewater Projects, and Water Projects (City Manager Kenneth Williams)

O. CITY COUNCIL'S BOARD AND COMMITTEE REPORTS

P. ITEMS OF COMMUNITY INTEREST

Q. CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Q.1. Update on Pending Items requested by City Council

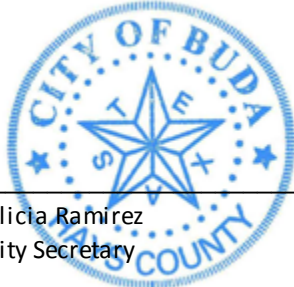
[Pending Items.pdf](#)

R. ADJOURNMENT

Requests for accommodations must be made 48 hours prior to the meeting. Please contact the City Secretary at (512) 312-0084, or FAX (512) 312-1889 for information or assistance.

I, the undersigned authority, do hereby certify that the above Notice of Meeting of the Governing Body of the City of Buda, was posted on the bulletin board in front of Buda City Hall, which is readily accessible to the public at all times, by 5:00 pm on September 29, 2017.

/s/ _____
Alicia Ramirez
City Secretary



Meetings scheduled in the Council Chambers are set up to publicly broadcast meetings. You may be audio and video recorded while in this facility. Meetings scheduled in other City Facilities are set up to publicly audio record meetings. You may be audio recorded in the other City Facilities.

In accordance with Article III, Section 3.10, of the Official Code of the City of Buda, the minutes of this meeting consist of the preceding Minute Record and the Supplemental Minute Record. Details on Council meetings may be obtained from the City Secretary's Office, or video of the entire meeting may be downloaded from the website. (Portions of the Supplemental Minute Record video tape recording may be distorted due to equipment malfunction or other uncontrollable factors.)

The City Council may retire to executive session any time between the meeting's opening and adjournment for the purpose of consultation with legal counsel pursuant to Chapter 551.071 of the Texas Government Code; discussion of personnel matters pursuant to Chapter 551.074 of the Texas Government Code; deliberation regarding real property pursuant to Chapter 551.072 of the Texas Government Code; deliberation regarding economic development negotiations pursuant to Chapter 551.087 of the Texas Government Code; and/or deliberation regarding the deployment, City Council Agenda

or specific occasions for implementation of security personnel or devices pursuant to Chapter 551.076 of the Texas Government Code. Action, if any, will be taken in open session.

This agenda has been reviewed and approved by the City's legal counsel and the presence of any subject in any Executive Session portion of the agenda constitutes a written interpretation of Texas Government Code Chapter 551 by legal counsel for the governmental body and constitutes an opinion by the attorney that the items discussed therein may be legally discussed in the closed portion of the meeting considering available opinions of a court of record and opinions of the Texas Attorney General known to the attorney. This provision has been added to this agenda with the intent to meet all elements necessary to satisfy Texas Government Code Chapter 551.144(c) and the meeting is conducted by all participants in reliance on this opinion.

Attendance by Other Elected or Appointed Officials: It is anticipated that members of other governmental bodies, and/or city boards, commissions and/or committees may attend the meeting in numbers that may constitute a quorum of the body, board, commission and/or committee. Notice is hereby given that the meeting, to the extent required by law, is also noticed as a possible meeting of the other body, board, commission and/or committee, whose members may be in attendance, if such numbers constitute a quorum. The members of the boards, commissions and/or committees may be permitted to participate in discussions on the same items listed on the agenda, which occur at the meeting, but no action will be taken by such in attendance unless such item and action is specifically provided for on an agenda for that body, board, commission or committee subject to the Texas Open Meetings Act.

Proclamation

WHEREAS, the crime of domestic violence violates the basic human rights of safety and dignity, and 158 women were killed due to domestic violence in Texas last year; and

WHEREAS, the problems of domestic violence are not confined to any group of people, but cut across all economic, racial, gender and societal barriers; and

WHEREAS, the impact of domestic violence directly affects individuals and communities when society ignores or tolerates violence in relationships; and

WHEREAS, women and men need to work together to bring safety and equality; and

WHEREAS, last year HCWC provided face-to-face services to over 1,050 local victims of domestic violence and provided 6,257 days of shelter; and

WHEREAS, last year HCWC provided these direct services to 57 victims from The City of Buda, and

NOW, THEREFORE, I, Todd Ruge, by virtue of the authority vested in me as Mayor of the City of Buda, Texas do hereby proclaim the month of October 2017 as

National Domestic Violence Awareness Month

And call upon the people of Buda to work together with HCWC to stop domestic violence.

IN TESTIMONY WHEREOF, I have hereunto set my hand and caused the Seal of the City of Buda, Texas to be affixed this 2nd day of October 2017.

Attest:

Todd Ruge, Mayor

Alicia Ramirez, City Secretary

CALL TO ORDER

Mayor Ruge called the meeting to order at 6:30 p.m.

ROLL CALL

City Secretary Alicia Ramirez certified a quorum with the following Council Members present:

Mayor Todd Ruge
Council Member Lee Urbanovsky
Council Member Wiley Hopkins
Council Member George Haehn
Council Member Eileen Altmiller

City Manager Kenneth Williams

Mayor Pro Tem Bobby Lane and Council Member David Nuckels and were absent and excused from the meeting.

City Staff in attendance: Assistant City Manager/Development Chance Sparks, Assistant City Manager/Administration Micah Grau, City Secretary Alicia Ramirez, Chief of Police Bo Kidd, Library Director Melinda Hodges, Tourism Director Lysa Gonzalez, Works Director Mike Beggs, Public Information Officer David Marino,

PROCLAMATION & RECOGNITION

NATIONAL NIGHT OUT, OCTOBER 3, 2017, WAS ACCEPTED BY DEPUTY MARK ANDREWS OF THE HAYS COUNTY SHERIFF'S OFFICE, POLICE CHIEF BO KIDD OF THE BUDA POLICE DEPARTMENT, AND OTHER LOCAL LAW ENFORCEMENT ENTITY REPRESENTATIVES .

RECOGNITION OF BUDA CITIZENS ASSISTED OR ARE ASSISTING WITH HURRICANE HARVEY RECOVERY EFFORTS, WAS ACCEPTED BY EMERGENCY MANAGEMENT COORDINATOR MIKE BEGGS.

PUBLIC COMMENTS

Public comments were made by Citizen Rose Marie Shelton of 102 Sequoya of Buda.

CONSENT AGENDA

APPROVAL OF THE SEPTEMBER 5, 2017 MEETING MINUTES

APPROVAL OF THE SECOND READING OF THE FISCAL YEAR 2017-2018 BUDA ECONOMIC DEVELOPMENT CORPORATION (EDC) BUDGET

APPROVAL OF A CONTRACT WITH TEXAS STATE LIBRARY AND ARCHIVES COMMISSION FOR THE SPECIAL PROJECTS GRANT PROGRAM, RESULTING IN THE EXPANSION OF THE BUDA PUBLIC LIBRARY'S POP-UP MAKERSPACE

Motion, to approve the Consent Agenda, as presented, was made by Council Member Hopkins and seconded by Council Member Altmiller. Motion carried unanimously.

PUBLIC HEARINGS

PUBLIC HEARING HELD TO RECEIVE WRITTEN AND ORAL COMMENTS REGARDING LAND USE ASSUMPTIONS, AND PROPOSED AMENDMENTS TO THE CAPITAL IMPROVEMENTS PLANS AND IMPACT FEES FOR WATER AND WASTEWATER UTILITY INFRASTRUCTURE

Assistant City Manager Chance Sparks and City Engineer John Nett presented background information.

Mayor Ruge formally opened the public hearing period to accept comments at 6:44 p.m. No comments were made. Mayor Ruge closed the public comment period at 6:44 p.m.

PUBLIC HEARING HELD TO RECEIVE WRITTEN AND ORAL COMMENTS REGARDING THE ADOPTION OF A UNIFIED DEVELOPMENT CODE AND OFFICIAL ZONING MAP OF THE CITY OF BUDA TO REPLACE THE CURRENT UNIFIED DEVELOPMENT CODE AND OFFICIAL ZONING MAP

Assistant City Manager Chance Sparks presented background information.

Mayor Ruge formally opened the public hearing period to accept comments at 6:45 p.m. No comments were made. Mayor Ruge closed the public comment period at 6:45 p.m.

PRESENTATIONS

PRESENTATION, DISCUSSION, AND POSSIBLE ACTION ON RE-USE OPTIONS FOR THE CURRENT CITY HALL, CITY HALL ANNEX, AND THE LIBRARY

Assistant City Manager Micah Grau presented background information. *A copy of the presentation is part of the permanent supplemental record.*

General discussion was held on the true ownership of the Library property. Council suggested staff verify the Deed of Record. Further discussion was held on should the City sell the property where the City Council would have the authority dedicate such funds to a project. City Attorney George Hyde explained the procedure for selling City property, the required clear title commitments, and the authority by City Council to sell the properties.

By consensus, the Council expressed their desire to keep City Hall and the Library buildings as public spaces. They agreed with the Main Street Board's suggestions, the Request for Proposals option, and suggested staff work with the Economic Development Corporation. The Council also recommended staff refer to the Downtown Master Plan as well as the Facilities Maintenance Plan.

The Council noted that there are several issues with the annex building and were undecided about its future use.

PRESENTATION FROM CULLEN COUNTRY HOME OWNERS ASSOCIATION REGARDING PLANNED MAINTENANCE OF THE CULLEN COUNTRY SUBDIVISION SURFACE WATER IMPOUNDMENT

City Engineer John Nett and Walter King of Cullen Country HOA President presented background information.

General discussion was held on the City's maintenance of other ponds within the cCity limits. Mr. King informed the Association owns and maintains the pond, noting the pond is a key environmental element within the neighborhood. He noted the pond has a wildlife exemption and therefore there are certain restrictions on the use.

REGULAR AGENDA

ADOPTION OF ORDINANCE #2017-10 ON SECOND READING APPROVING AND ADOPTING A BUDGET FOR OPERATING THE MUNICIPAL GOVERNMENT OF THE CITY OF BUDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017 AND ENDING SEPTEMBER 30, 2018; ADOPTING THE CAPITAL IMPROVEMENTS PROGRAM; ADOPTING AND AMENDING APPENDIX A OF THE CODE OF ORDINANCES ENTITLED FEE SCHEDULE; ADOPTING THE EMPLOYEE COMPENSATION PLANS; APPROPRIATING MONEY FOR THE VARIOUS FUNDS AND PURPOSES OF SUCH BUDGET INCLUDING APPROPRIATIONS OF MONEY TO PAY INTEREST AND PRINCIPAL SINKING FUND REQUIREMENTS ON ALL INDEBTEDNESS; REPEALING ALL ORDINANCES AND APPROPRIATIONS IN CONFLICT WITH THE PROVISIONS OF THE ORDINANCE; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR FILING OF THE BUDGET

Finance Director June Ellis presented background information.

Motion, to adopt the Ordinance pertaining to the Fiscal Year 2018 Budget, as presented, was made by Mayor Ruge and seconded by Council Member Altmiller. Motion carried unanimously.

A record vote was taken on the motion. AYE: Ruge, Urbanovsky, Hopkins, Haehn, and Altmiller. Motion carried unanimously. Nuckels and Lane were absent.

ADOPTION OF ORDINANCE #2017-11 ON THE SECOND READING APPROVING AND ADOPTING THE TAX RATE OF \$0.3673 PER \$100 OF VALUATION AND LEVYING A TAX UPON ALL PROPERTY SUBJECT TO TAXATION WITHIN THE CITY OF BUDA, TEXAS, FOR THE 2017 TAX YEAR FOR THE USE AND SUPPORT OF THE MUNICIPAL GOVERNMENT OF THE CITY OF BUDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2017, AND ENDING SEPTEMBER 30, 2018; APPROPRIATING SAID LEVY AMOUNT OF THE VARIOUS FUNDS AND ITEMS FOR WHICH REVENUE MUST BE RAISED INCLUDING PROVIDING A SINKING FUND FOR THE RETIREMENT OF THE BONDED DEBT OF THE CITY; AND ESTABLISHING AN EFFECTIVE DATE

Finance Director June Ellis presented background information.

Motion, that the property tax rate be increased by the adoption of a tax rate of 36.73 cents, which is effectively an 3% increase in the tax rate, was made by Mayor Ruge and seconded by Council Member Altmiller. A record vote was taken on the motion. AYE: Ruge, Urbanovsky, Hopkins, Haehn, and Altmiller. Motion carried unanimously. Nuckels and Lane were absent.

Motion, to approve a debt service tax rate of 26.14 cents per \$100 of valuation for the 2017 tax year, was made by Mayor Ruge and seconded by Council Member Altmiller. AYE: Ruge, Urbanovsky, Hopkins, Haehn, and Altmiller. Motion carried unanimously. Nuckels and Lane were absent.

Motion, to approve a maintenance and operations tax rate of 10.59 cents per \$100 of valuation for the 2017 tax year, was made by Mayor Ruge and seconded by Council Member Altmiller. A record vote was

taken on the motion. AYE: Ruge, Urbanovsky, Hopkins, Haehn, and Altmiller. Motion carried unanimously. Nuckels and Lane were absent.

Motion, to adopt the Tax Rate Ordinance, as presented, was made by Mayor Ruge and seconded by Council Member Haehn. A record vote was taken on the motion. AYE: Ruge, Urbanovsky, Hopkins, Haehn, and Altmiller. Motion carried unanimously. Nuckels and Lane were absent.

RATIFICATION OF THE PROPERTY TAX INCREASE REFLECTED IN THE FISCAL YEAR 2017-2018 BUDGET IN ACCORDANCE WITH LOCAL GOVERNMENT CODE 102.007(C)

Finance Director June Ellis presented background information.

Motion, to ratify the property tax increase reflected in the City's fiscal year 2018 operating budget, as presented, was made by Mayor Ruge and seconded by Council Member Altmiller. Motion carried unanimously.

City Manager Kenneth Williams thanked the City Council for their diligence and hard work on the budget. He also recognized Finance Director June Ellis and all the Directors for their work on the budget process.

AUTHORIZATION FOR THE CITY MANAGER TO EXECUTE THE INTERLOCAL COOPERATIVE AGREEMENT FOR OPERATIONS AND MAINTENANCE OF THE COMBINED EMERGENCY COMMUNICATION CENTER BETWEEN HAYS COUNTY, THE CITY OF KYLE, AND THE CITY OF BUDA

City Manager Kenneth Williams presented a brief report and introduced the elected officials in the audience.

Lon Shell, Chief of Staff of Hays County presented background information.

Responding to Council Member Haehn's inquiry to slow response time on a particular incident, (guy) explained what transpired taking full responsibility for the mishap. He noted the agency is implementing procedural response policies.

Council Member Altmiller remarked on the importance of coordination noting her concerns that San Marcos and Texas State were not part of the effort. Mr. Shell informed all public safety entities will be on the same computer-aided design and drafting (CADD) system; although not in the same facility, all entities will be able to see where public safety officers are dispatched. He noted the facility will be built for future expansion. Mr. Shell explained cost will be based on call volume which is a new concept. The first two years of operation will assist in allocating future costs to the participating entities.

Mayor Ruge thanked all the participating entities and the commissioners. Further comments were made by Commissioners Mark Jones and Will Conley.

Motion, to authorize the City Manager to execute the agreement, as presented, was made by Council Member Haehn and seconded by Mayor Ruge. Motion carried unanimously.

RECESS

At 8:11 P.M., Mayor Ruge called a recess.

RECONVENE

At 8:23 P.M., Council reconvened, and the following business was transacted:

ADOPTION OF A NAMING POLICY TO GUIDE THE NAMING OF MUNICIPAL FACILITIES, PARKS, AND MAJOR FEATURES WITHIN A PARK OR FACILITY

Assistant City Manager Micah Grau presented background information. *A copy of the presentation is part of the permanent supplemental record.*

General discussion was held on encapsulating previous Council's wishes, the transfer of current named facilities to the new facility, and that Council should exercise extreme consideration when accepting funds for naming rights, thereby, keeping the value of the City at heart.

Motion, to approve, as presented, was made by Mayor Ruge and seconded by Council Member Hopkins. Motion carried unanimously.

ADOPTION OF RESOLUTION #2017-R-17 DIRECTING THE PUBLICATION OF NOTICE OF INTENTION TO ISSUE COMBINATION TAX AND LIMITED REVENUE CERTIFICATES OF OBLIGATION, SERIES 2017 AND OTHER MATTERS RELATED THERETO

Finance Director June Ellis presented background information. *A copy of the presentation is part of the permanent supplemental record.*

General discussion was held on the Standard & Poors ratings and the possible increase or decrease, the commencement date of the Water/Wastewater Plant expansion in mid-March 2018, the first issuance for the Garison Road project, and the fund issuances will be made as the projects are scheduled. Mayor Ruge expressed his concern on the lack of available contractors due to recent hurricane events and possible project cost increases.

Motion, to adopt the Resolution, as presented, was made by Council Member Altmiller and seconded by Council Member Lee. Motion carried unanimously.

FIRST READING OF AN ORDINANCE OF THE CITY OF BUDA, TEXAS, AMENDING CHAPTER 16 OF THE CODE ORDINANCES ADOPTING WATER AND WASTEWATER IMPACT FEES; SETTING THE ACTUAL AND MAXIMUM IMPACT FEE RATES; PROVIDING FOR IMPACT FEE ACCOUNTS AND USE OF FUNDS; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE; REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE

City Engineer John Nett, Assistant City Manager Chance Sparks, and Dave Christianson and Jessica Vassar of Freese & Nichols presented background information.

General discussion was held on the build out connections, shared lots between counties, the lack of daily "wet" data, the ad valorem tax requirement, and the installation of infrastructure based on development.

Motion, to approve, as presented, was made by Mayor Ruge and seconded by Council Member Hopkins. Motion carried unanimously.

ADOPTION OF RESOLUTION #2017-R-18 NOMINATING CANDIDATE(S) ELIGIBLE FOR A POSITION ON THE BOARD OF DIRECTORS OF THE HAYS COUNTY APPRAISAL DISTRICT FOR THE 2018 - 2019 TERM OF OFFICE

City Secretary Alicia Ramirez presented background information.

By consensus, Councilmembers should submit their recommendations to the City Secretary by Wednesday, September 27th. If no nominees are received, then staff will solicit volunteers via social media. The item will be considered at the next Council meeting on October 2nd.

FIRST READING OF AN ORDINANCE ADOPTING AN AMENDED AND RESTATED CITY OF BUDA UNIFIED DEVELOPMENT CODE; PROVIDING FOR AMENDMENTS TO ZONING DISTRICTS AND RELATED REGULATIONS; PROVIDING AMENDMENTS TO SUBDIVISION REGULATIONS; AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF BUDA; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HERewith; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT

Assistant City Manager Chance Sparks presented background information.

Motion, to introduce the Ordinance, as presented, was made by Mayor Ruge and seconded by Council Member Altmiller. Motion carried unanimously.

NOMINATION AND APPOINTMENT OF MEMBERS TO THE NATIONAL CIVIC LEAGUE ALL-AMERICAN CITY AWARD COMMITTEE AND RELATED MATTERS

City Secretary Alicia Ramirez presented background information. She informed the following individuals have expressed interest in serving on the committee: Monica Davidson, Holly Glickler, John Montez, Karen Goodman, and Jenna Early.

Motion, to the members, as presented, was made by Council Member Hopkins and seconded by Council Member Haehn. Motion carried unanimously.

EXECUTIVE SESSION

At 9:25 P.M., Council convened in Executive Session under the provision of Government Code, Title 5. Open Government; Ethics, Subtitle A. Open Government, Chapter 551. Open Meetings, Subchapter D. Exceptions to Requirement that Meetings be Open, 551.071 and 551.072 to deliberate upon the acquisition of real property and seek legal advice from the City Attorney regarding acquisition of property interests to carry out the Proposition 4 Drainage Bond Program projects and the FM 1626 Water Line Relocation project.

At 10:20 P.M., Council reconvened, and the following business was transacted and action taken, if any, on matters discussed in executive session.

No action was taken.

STAFF REPORT

UPDATE ON 2014 BUDA BOND PROPOSITIONS

Project Manager Ray Creswell; City Engineer John Nett; Assistant City Manager Chance Sparks presented background information.

UPDATE ON STAGECOACH PARK RESTROOM COSTS

Project Manager Ray Creswell presented background information. *A copy of the presentation is part of the permanent supplemental record.*

UPDATE ON THE UTILITY BILLING CONCERNS

Finance Director June Ellis and Assistant City Manager Micah Grau presented background information.

General discussion was held on account meter reads and customer daily usage reports.

CITY MANAGER'S REPORT

- 2014 Bond Program
- Capital Improvement projects
- Developments
- Drainage projects
- Engineering Department
- Finance Department
- Grant related projects
- Law Enforcement
- Legislative Update
- Library Projects
- Parks & Recreation Department
- Planning Department
- Road projects
- Special projects
- Status on Requested Future Items
- Tourism Projects
- Wastewater projects
- Water projects

City Manager Kenneth Williams provided an update on the following:

- Update from the Spectrum Communications meeting with City Manager Kenneth Williams, Assistant City Manager Chance Sparks, and Assistant City Manager Micah Grau. He noted Spectrum will monitor their equipment closely and follow up with staff. Staff also obtained key contacts for construction projects.
- Update on Langford and Associates regarding:
 - 1) Mitigation Grant. The representative confirmed that the City would not be in jeopardy of losing the allocated funds, but would not put such information in writing.
 - 2) The City received a grant from General Land Office Grant for \$307,000 for drainage projects in low to moderate income areas.
- The Whitley Penn Auditors have begun the City's audit.

CITY COUNCIL'S BOARD AND COMMITTEE REPORTS

Council Member Altmiller attended the Library Commission's Municipal site tour.

ITEMS OF COMMUNITY INTEREST

- September 15th - October 15, 2017 Rain Barrel Order Event
- October 2, 2017 - Regular City Council Meeting rescheduled to Monday, October 2nd

CITY COUNCIL REQUESTS FOR FUTURE AGENDA ITEMS

Council Member Lee requested a Federal Emergency Management Agency (FEMA) Map review at next meeting to clear up some discrepancies and concerns by citizens.

Council Member Altmiller requested the following:

- 1) To fill the vacancy on Planning and Zoning Commission.
- 2) As a result of the joint meeting on July 27, 2017, the group suggested creating a Tourism Board. She suggested the Council begin soliciting the public for applications to serve on that board.
- 3) Suggested Council consider Water/Wastewater impact fees; roadway fees (which are currently in the FY 2018 Budget); and stormwater impact fee.
- 4) Reconsider the Drainage/Stormwater fee concept.

Mayor Ruge requested the following:

- 1) Staff consider transferring the designated names of the rooms at the Library.
- 5) Update on material differences between House Bill 7 regarding to municipal regulation of the removal of trees on private property and the impact to Buda's tree ordinance.

ADJOURNMENT

Motion, to adjourn the meeting, was made by Mayor Ruge and seconded by Council Member Haehn. Motion carried unanimously.

There being no further business, the meeting was adjourned at 10:55 p.m.

THE CITY OF BUDA, TEXAS

Todd Ruge, Mayor

ATTEST:

Alicia Ramirez, TRMC DATE
City Secretary

In accordance with Article III, Section 3.10, of the Official Code of the City of Buda, the minutes of this meeting consist of the preceding Minute Record and the Supplemental Minute Record. Details on Council meetings may be obtained from the City Secretary's Office, or audio or video of the entire meeting may be downloaded from the website. (Portions of the Supplemental Minute Record audio or video tape recording may be distorted due to equipment malfunction or other uncontrollable factors.)



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-673-

Contact: John Nett

Subject: Adoption of a Resolution of the City of Buda, Texas, adopting the 2017 Water & Wastewater Impact Fee report including land use assumptions, a capital improvements plans, and impact fees for water and wastewater utility infrastructure (Assistant City Manager Chance Sparks; City Engineer John Nett)

1. Executive Summary

The City of Buda retained Freese & Nichols, Inc. (FNI) to conduct the 2017 Impact Fee Update project. The attached 2017 Water & Wastewater Impact Fee Report prepared by FNI includes updated land use assumptions and growth projections; a 10-year Water and Wastewater Capital Improvement Plan (CIP); and water and wastewater impact fees to support the proposed CIP.

On August 1, 2017, the City Council approved Resolution No. 2017-R-12 setting a date for a required public hearing on the updated land use assumptions, CIP, and updated impact fees. On August 22, 2017, the City's Capital Improvements Advisory Committee (CAIC) reviewed and accepted the draft Water & Wastewater Impact Fee Report and favorably recommended forwarding the report to the City Council for consideration of adoption. The CAIC also recommended re-evaluation of impact fees within three years. On Tuesday, September 19, 2017, the City Council conducted the called public hearing to receive commentary on the report.

2. Background/History

In November 2016, the City of Buda, Texas, authorized FNI to perform an impact fee analysis on the City's water and wastewater systems. The purpose of this report is to summarize the methodology used in the development and calculation of water and wastewater impact fees for the City of Buda. The methodology used herein satisfies the requirements of Chapter 395 of the Texas Local Government Code regulating the establishment and update of water and wastewater impact fees.

Chapter 395 of the Texas Local Government Code requires validation of land use assumptions used in developing impact fees. Growth projections by planning area for the water service area were provided to FNI by the City, and were developed as part of the current water system model update project. Growth in water service connections by planning area were developed for 2017, 2022, 2027, and Buildout. The attached report presents the growth projections for the depicted water and wastewater service areas.

An impact fee CIP was developed for the City of Buda based on the land use assumptions. The recommended improvements will provide the required capacity to meet projected water demands and wastewater flows through year 2027.

The previous impact fee ordinance was adopted in October of 2010. This project is an update to the 2010 ordinance. For existing or proposed projects, the impact fee is calculated as a percentage of the project cost, based upon the percentage of the project's capacity required to serve development projected to occur between 2017 and 2027. The total projected cost includes the projected capital improvement cost to serve 10-year development, the projected finance cost for the capital improvements, and the consultant cost for preparing and updating the CIP.

3. Staff's review and analysis

Chapter 395 of the Texas Government Code Chapter 395 outlines the procedures and requirements for calculating maximum allowable impact fees to recover costs associated with capital improvement projects needed due to growth over a 10-year period. Chapter 395 also requires a plan that addresses possible duplication of payments for capital improvements. This plan can either provide a credit for the portion of revenues generated by new development that is used for the payment of eligible improvements, including payment of debt, or reduce the total eligible project costs by 50 percent. The City of Buda has selected to utilize the reduction of the total eligible project costs by 50 percent to determine the maximum allowable impact fees.

Chapter 395 of the Texas Local Government Code states that the maximum impact fee may not exceed the amount determined by dividing the cost of capital improvements required by the total number of service units attributed to new development during the impact fee eligibility period less the credit to account for water and wastewater revenues used to finance capital improvement plans. Using this methodology, the maximum water impact fee calculation for the City of Buda is \$3,595, and the maximum wastewater impact fee calculation is \$3,515.

4. Financial Impact

Sec. 395.016(c) of Chapter 395 of the Texas Local Government Code specifies that for new development which is platted in accordance with Chapter 212 of the Texas Local Government Code, or the subdivision or platting procedures of a political subdivision before the adoption of an impact fee, an impact fee may not be collected on any service unit for which a valid building permit is issued within one year after the date of adoption of the impact fee. Accordingly, the proposed updated water and wastewater impact fees would take effect one year from the date of adoption of an authorizing ordinance.

5. Summary/Conclusion

Chapter 395 of the Texas Local Government Code requires an impact fee analysis before impact fees can be created and assessed. Chapter 395 defines an impact fee as "a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development." In September 2001, Senate Bill 243 amended Chapter 395 thus creating the current procedure for implementing impact fees. The City of Buda has followed these codified procedures to conduct the 2017 Impact Fee Update.

6. Pros and Cons

Not Applicable.

7. Alternatives

Not Applicable.

8. Recommendation

Staff recommends that City Council adopt the 2017 Water & Wastewater Impact Fee report with re-evaluation of impact fees within three years.

RESOLUTION NO. 2017-R-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BUDA, TEXAS, STABLISHING A PUBLIC HEARING DATE TO CONSIDER APPROVAL OF CAPITAL IMPROVEMENT PLANS AND IMPACT FEES FOR WATER & WASTEWATER UTILITY INFRASTRUCTURE; AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City Council finds the City of Buda is a Texas Home-Rule Municipality as that term is defined by Texas law; and

WHEREAS, the City Council finds the State of Texas has delegated to the City the ability to develop impact fee as a charge or assessment against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development; and

WHEREAS, the City Council authorized an impact fee study to determine whether to adopt updated land use assumptions, a capital improvements plan, and updated impact fees for water and wastewater utility infrastructure in accordance with Texas Local Government Code Chapter 395; and

WHEREAS, the City Council designating the Planning and Zoning Commission as the City's Capital Improvements Advisory Committee to advise the City Council concerning land use assumptions, a capital improvements plan, and the amounts of impact fees for water and wastewater facilities; and

WHEREAS, the Capital Improvements Advisory Committee accepted the Freese and Nichols, Inc., *2017 Water & Wastewater Impact Fee Report* and recommended adoption of the maximum impact fee for water and wastewater based upon the report conclusions; and

WHEREAS, the City has fully complied with Texas Local Government Code Chapter 395, as amended, in the notice, adoption, promulgation, and methodology necessary to adopt water and wastewater impact fees

NOW, THEREFORE, IT IS HEREBY RESOLVED by the City Council of the City of Buda, Texas that:

Section 1. That the above recitals are found to be true and correct and they are incorporated herein as findings of the City Council for all purposes; and

Section 2. That the City Council conducted a Public Hearing on September 19, 2017, in accordance with the requirements of Tex. LGC Chapter 395 for the purpose of considering amendments to the capital improvements plans and impact fees for water and wastewater utility infrastructure; and.

Section 3. That notice of such public hearing was published in one or more newspapers of general circulation in Hays County, Texas, before the 30th day before the date set for the public hearing; and

Section 4. That the City Council hereby resolves to adopt the Freese and Nichols, Inc., *2017 Water & Wastewater Impact Fee Report* that includes land use assumptions and growth projections; a 10-year Water and Wastewater Capital Improvement Plan; and water and wastewater impact fees to support the proposed Capital Improvement Plan; and

Section 5. That this Resolution shall take effect immediately upon execution by the Mayor.

DULY PASSED and APPROVED, on the 2nd day of October, 2017.

CITY OF BUDA, TEXAS

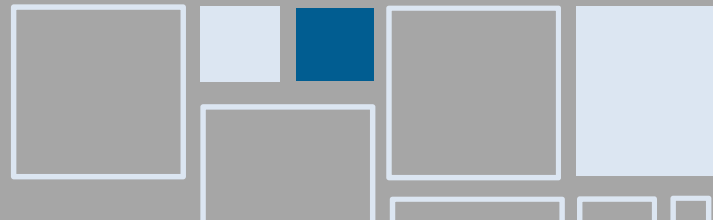
Todd Ruge, Mayor

ATTEST:

Alicia Ramirez, City Secretary

city of buda

WATER & WASTEWATER IMPACT FEE REPORT



2 0 1 7

PREPARED BY:

Freese and Nichols, Inc.
10431 Morado Circle, Suite 300
Austin, Texas 78759
512-617-3100

Water & Wastewater Impact Fee Report September 2017



FREESE AND NICHOLS, INC.
TEXAS REGISTERED
ENGINEERING FIRM
F-2144

CITY OF BUDA
121 Main Street
P.O. Box 1380
Buda, Texas 78610

FREESE AND NICHOLS, INC.
10431 Morado Circle, Suite 300
Austin, Texas 78759
FNI Project Number: BUA16634

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Appendix A Connections by Planning Area
Appendix B Pressure Testing and Water Model Validation
Appendix C Minimum Pressure and Available Fire Flow Maps
Appendix D Water System Project Cost Estimates
Appendix E Wastewater System Project Cost Estimates

EXECUTIVE SUMMARY

1.0 Background

In November 2016, the City of Buda, Texas, authorized Freese and Nichols, Inc. (FNI) to perform an impact fee analysis on the City’s water and wastewater systems. The purpose of this report is to summarize the methodology used in the development and calculation of water and wastewater impact fees for the City of Buda. The methodology used herein satisfies the requirements of the Texas Local Government Code Section 395 for the establishment and update of water and wastewater impact fees.

2.0 Land Use Assumptions

Population and land use are important elements in the analysis of water and wastewater systems. Water demands and wastewater flows depend on the population served by the systems and determine the sizing and location of system infrastructure. A thorough analysis of population, along with land use, provides the basis for projecting future water demands and wastewater flows.

Growth projections by planning area for the water service area were provided to FNI by the City, and were developed as part of the current water system model update project. These growth projections were augmented through discussions with City staff to develop growth projections by planning area for the portion of the wastewater service area that falls outside of the water service area. Growth in connections by planning area were developed for 2017, 2022, 2027, and Buildout. **Table ES-1** presents the growth projections for the City of Buda water and wastewater service area.

Table ES-1 Growth Projections

Year	Water Connections	Wastewater Connections
2017	4,380	5,538
2022	6,368	7,669
2027	8,278	10,441
Buildout	14,972	18,189

3.0 Capital Improvements Plan

An impact fee capital improvements plan (CIP) was developed for the City of Buda based on the land use assumptions. The recommended improvements will provide the required capacity to meet projected water demands and wastewater flows through year 2027. **Tables ES-2** and **ES-3** display the water demand and wastewater load projections in terms of million gallons per day (mgd) for the City of Buda. These projections were the basis for determining the location and magnitude of the CIP projects.

Table ES-2 Projected Water Demands

Year	Average Day Demand (mgd)	Maximum Day Demand (mgd)	Peak Hour Demand (mgd)
2017	1.71	3.38	5.92
2022	2.49	4.92	8.60
2027	3.24	6.39	11.18
Buildout	5.85	11.56	20.23

Table ES-3 Projected Wastewater Flows

Year	Average Dry Weather Flow (mgd)	Peak Wet Weather Flow (mgd)
2017	1.36	5.43
2022	1.88	7.52
2027	2.56	10.23
Buildout	4.46	17.83

4.0 Impact Fee Analysis

The previous impact fee ordinance was adopted in October of 2010. This ordinance set the water impact fee for a single-family meter at \$2,187 and the wastewater impact fee for a single-family meter at \$2,531 for a combined maximum impact fee of \$4,718. This project is an update to the 2010 ordinance. For existing or proposed projects, the impact fee is calculated as a percentage of the project cost, based upon the percentage of the project’s capacity required to serve development projected to occur between 2017 and 2027. The total projected cost includes the projected capital improvement cost to serve 10-year development, the projected finance cost for the capital improvements, and the consultant cost for preparing and updating the CIP. A 3.85% interest rate was used to calculate

financing costs. **Table ES-4** displays the maximum allowable impact fee per service unit for both water and wastewater.

Table ES-4 Maximum Allowable Impact Fees

Service	Maximum Allowable Impact Fee Per Service Unit
Water	\$3,595
Wastewater	\$3,515
Total	\$7,110

1.0 BACKGROUND

Chapter 395 of the Texas Local Government Code requires an impact fee analysis before impact fees can be created and assessed. Chapter 395 defines an impact fee as “a charge or assessment imposed by a political subdivision against new development in order to generate revenue for funding or recouping the costs of capital improvements or facility expansions necessitated by and attributable to the new development.” In September 2001, Senate Bill 243 amended Chapter 395 thus creating the current procedure for implementing impact fees. Chapter 395 identifies the following items as impact fee eligible costs:

- Construction contract price
- Surveying and engineering fees
- Land acquisition costs
- Fees paid to the consultant preparing or updating the capital improvements plan (CIP)
- Projected interest charges and other finance costs for projects identified in the CIP

Chapter 395 also identifies items that impact fees cannot be used to pay for, such as:

- Construction, acquisition, or expansion of public facilities or assets other than those identified on the capital improvements plan
- Repair, operation, or maintenance of existing or new capital improvements
- Upgrading, updating, expanding, or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental, or regulatory standards
- Upgrading, updating, expanding, or replacing existing capital improvements to provide better service to existing development
- Administrative and operating costs of the political subdivision
- Principal payments and interest or other finance charges on bonds or other indebtedness, except as allowed above

City of Buda

In November 2016, the City of Buda, Texas, authorized Freese and Nichols, Inc. (FNI) to perform an impact fee analysis on the City’s water and wastewater systems. The purpose of this report is to summarize the methodology used in the development and calculation of water and wastewater impact fees for the City of Buda. The methodology used herein satisfies the requirements of the Texas Local Government Code Section 395 for the establishment and update of water and wastewater impact fees.

Table 1-1 provides a list of abbreviations used in this report.

Table 1-1 List of Abbreviations

Abbreviation	Full Nomenclature
ARWA	Alliance Regional Water Authority
AWWA	American Water Works Association
CIP	Capital Improvements Plan
EPS	Extended Period Simulation
EST	Elevated Storage Tank
ETJ	Extra-territorial Jurisdiction
FNI	Freese and Nichols, Inc.
GBRA	Guadalupe-Blanco River Authority
gpm	gallons per minute
GST	Ground Storage Tank
HCPUA	Hays County Public Utility Agency
HGL	Hydraulic Grade Line
KFA	K. Friese and Associates, Inc.
LAN	Lockheed, Andrews and Newnam, Inc.
LS	Lift Station
MG	Million Gallons
mgd	million gallons per day
PRV	Pressure Reducing Valve
PS	Pump Station
psi	pounds per square inch
PZ	Pressure Zone
TCEQ	Texas Commission on Environmental Quality
WWTP	Wastewater Treatment Plant

2.0 LAND USE ASSUMPTIONS

Population and land use are important elements in the analysis of water and wastewater systems. Water demands and wastewater flows depend on the population served by the systems and determines the sizing and location of system infrastructure. A thorough analysis of population and land use provides the basis for projecting future water demands and wastewater flows.

2.1 Service Areas

The service areas for City of Buda's water and wastewater systems differ slightly in terms of extent. The water service area contains much of the area within the City Limits to the north, and even extends past the extra-territorial jurisdiction (ETJ) in some areas. The southern portion of the area within the City Limits is served by another utility. The wastewater service area includes the entire water service area, with the addition of parts of the Coves of Cimmaron neighborhood in the north, as well as a majority of the southern portion of the City Limits not included in the water service area. **Figures 2-1 and 2-2** illustrate the water and wastewater service areas, respectively.

FIGURE 2-1 CITY OF BUDA PROPOSED WATER SERVICE AREA

LEGEND

- Potential Customer
- Buda City Limit
- Buda ETJ Boundary
- Other City Limit
- Austin ETJ Boundary
- County Boundary
- Highway
- Road
- Railroad
- Stream
- Parcel
- Proposed Water Service Area

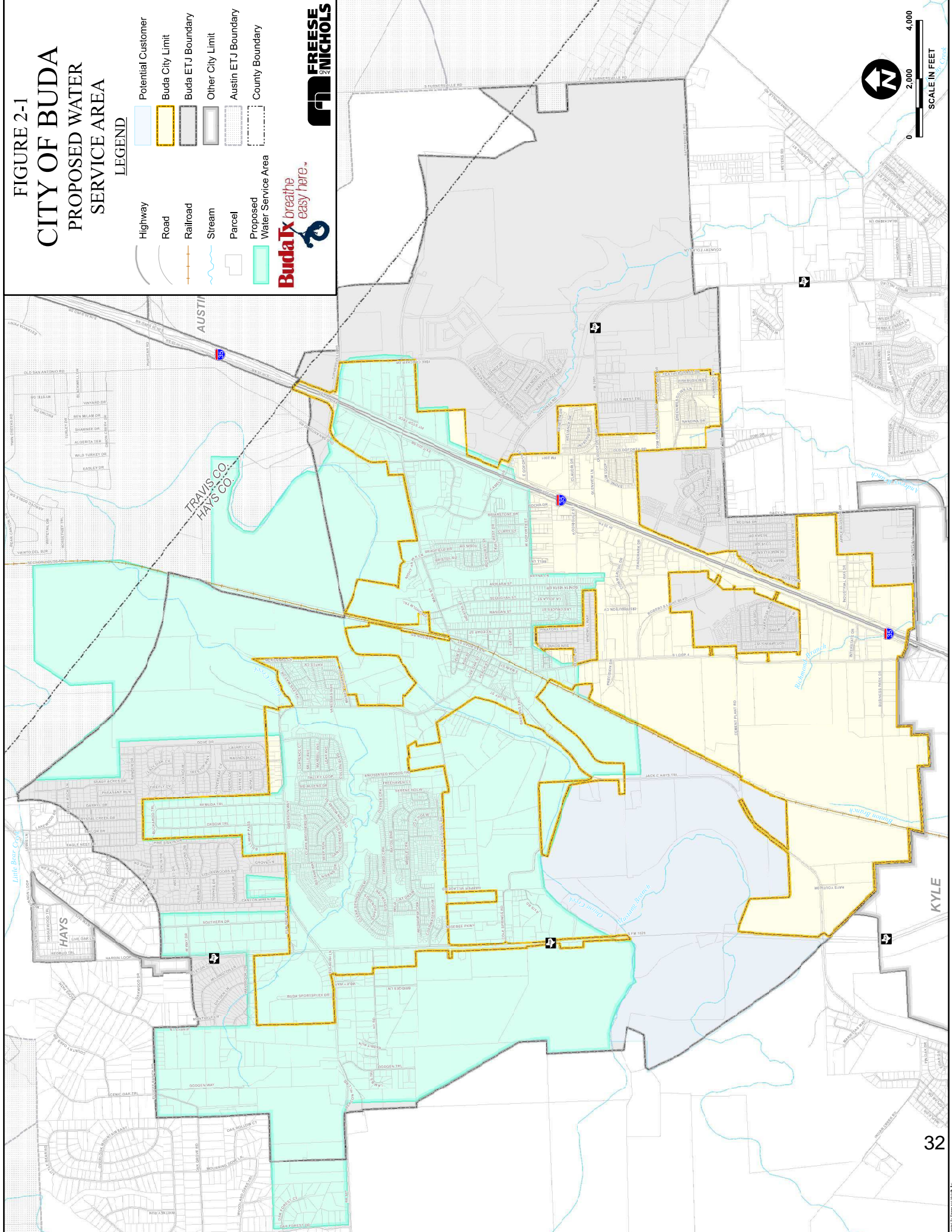
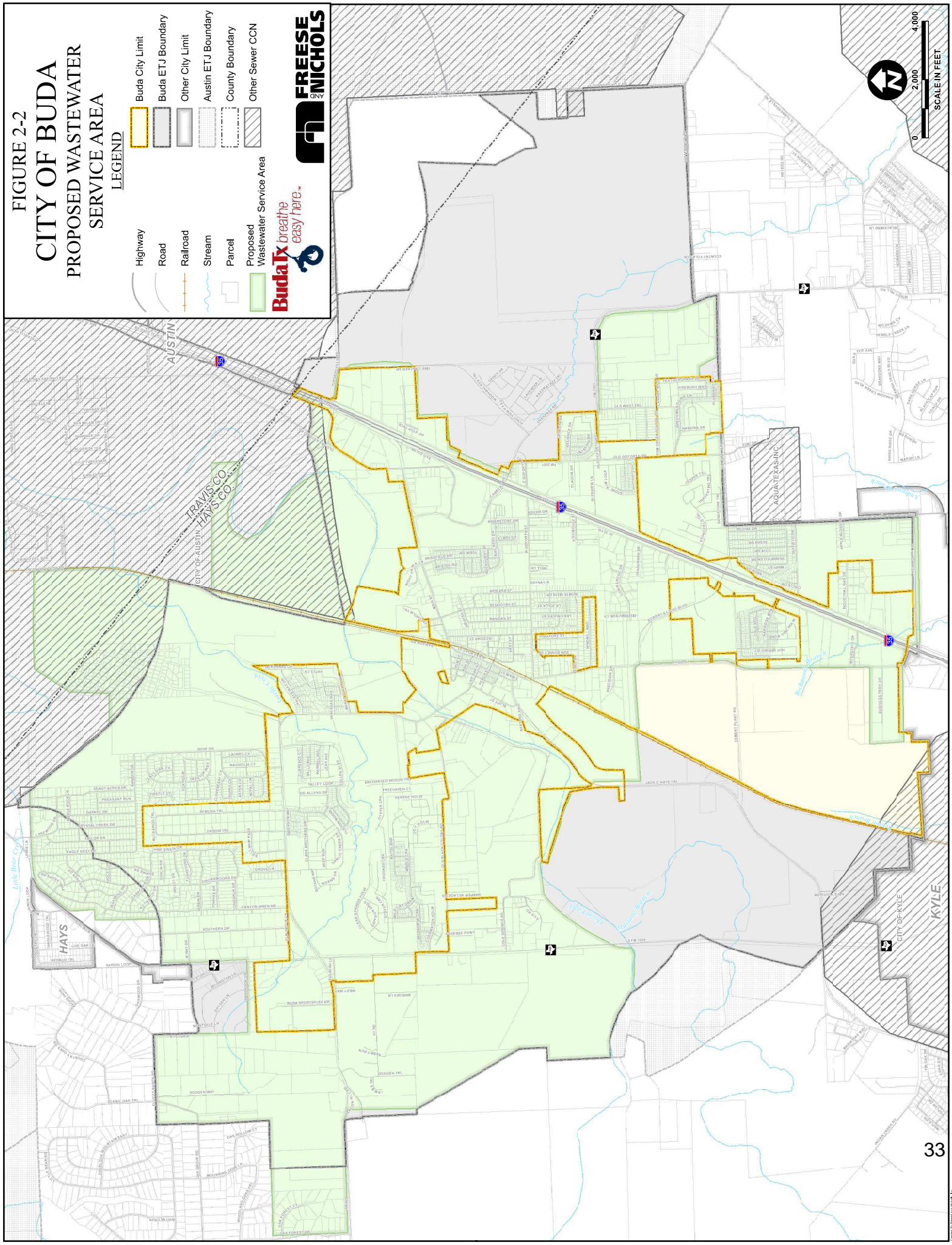


FIGURE 2-2

CITY OF BUDA PROPOSED WASTEWATER SERVICE AREA

LEGEND

- Buda City Limit
- Buda ETJ Boundary
- Other City Limit
- Austin ETJ Boundary
- County Boundary
- Other Sewer CCN
- Highway
- Road
- Railroad
- Stream
- Parcel
- Proposed Wastewater Service Area



2.2 Growth Projections

The City provided FNI with projected growth in connections by planning area that were developed as part of ongoing water distribution system modeling performed by another consultant. The planning area boundaries were developed as part of the separate study, but generally follow neighborhood boundaries. To account for growth in parts of the wastewater service area that are not included in the water service area, the growth projections were evaluated in discussions with City staff, who had knowledge of where and when future development is most likely to occur. Growth in connections by planning area were developed for 2017, 2022, 2027, and Buildout. **Table 2-1** presents the growth projections for the City of Buda water and wastewater service areas. **Figure 2-3** and **Figure 2-4** show the growth projections by planning area for water and wastewater, respectively. A table summarizing the growth in water and wastewater connections by planning area is provided in **Appendix A**.

Table 2-1 Water and Wastewater Growth Projections

Year	Water Connections	Wastewater Connections
2017	4,380	5,538
2022	6,368	7,669
2027	8,278	10,441
Buildout	14,972	18,189

FIGURE 2-3

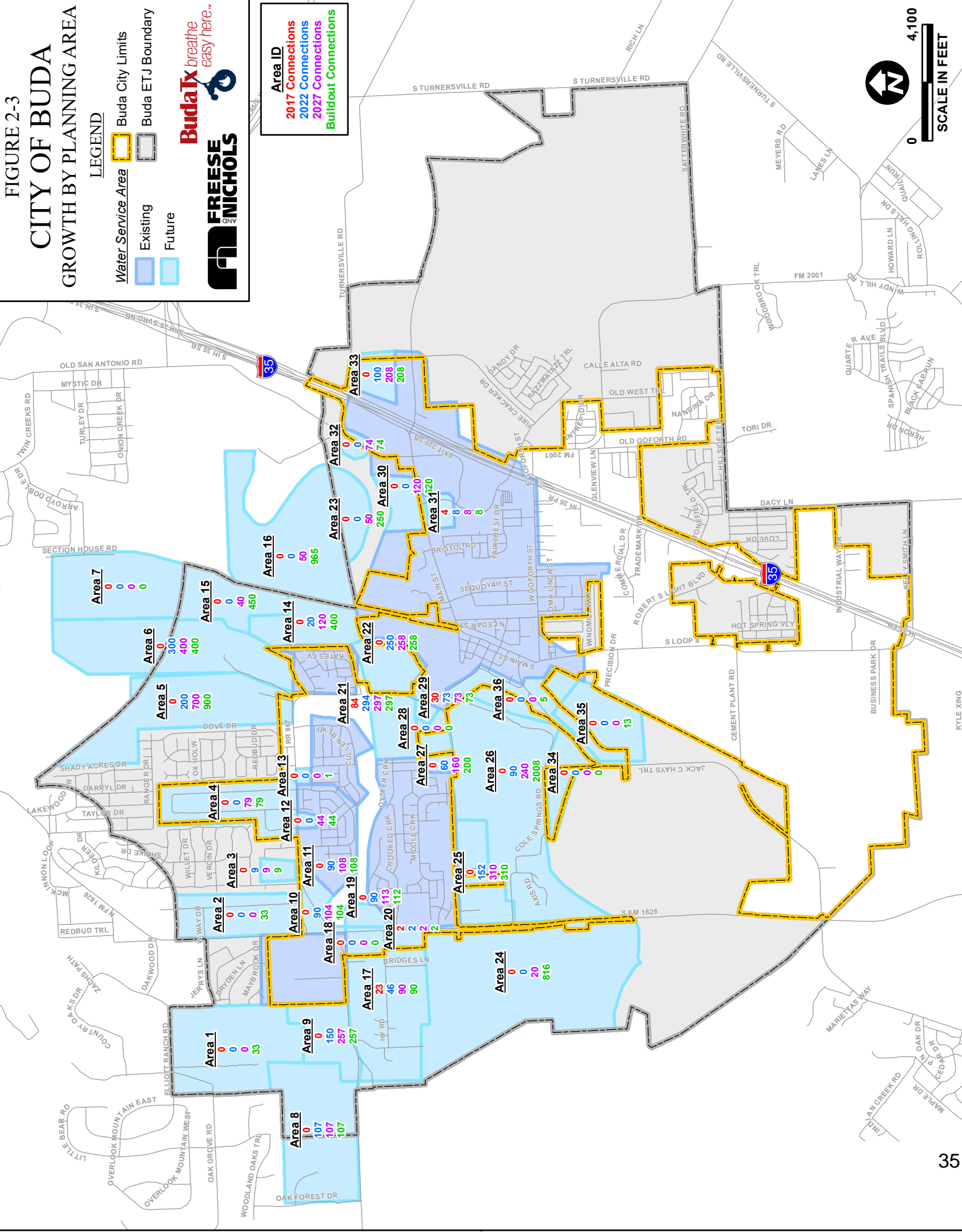
CITY OF BUDA GROWTH BY PLANNING AREA

LEGEND

- Water Service Area
- Existing
- Future
- Buda City Limits
- Buda ETJ Boundary



Area ID
2017 Connections
2022 Connections
2027 Connections
Buildout Connections



4,100

SCALE IN FEET

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FIGURE 2-4

CITY OF BUDA GROWTH BY PLANNING AREA

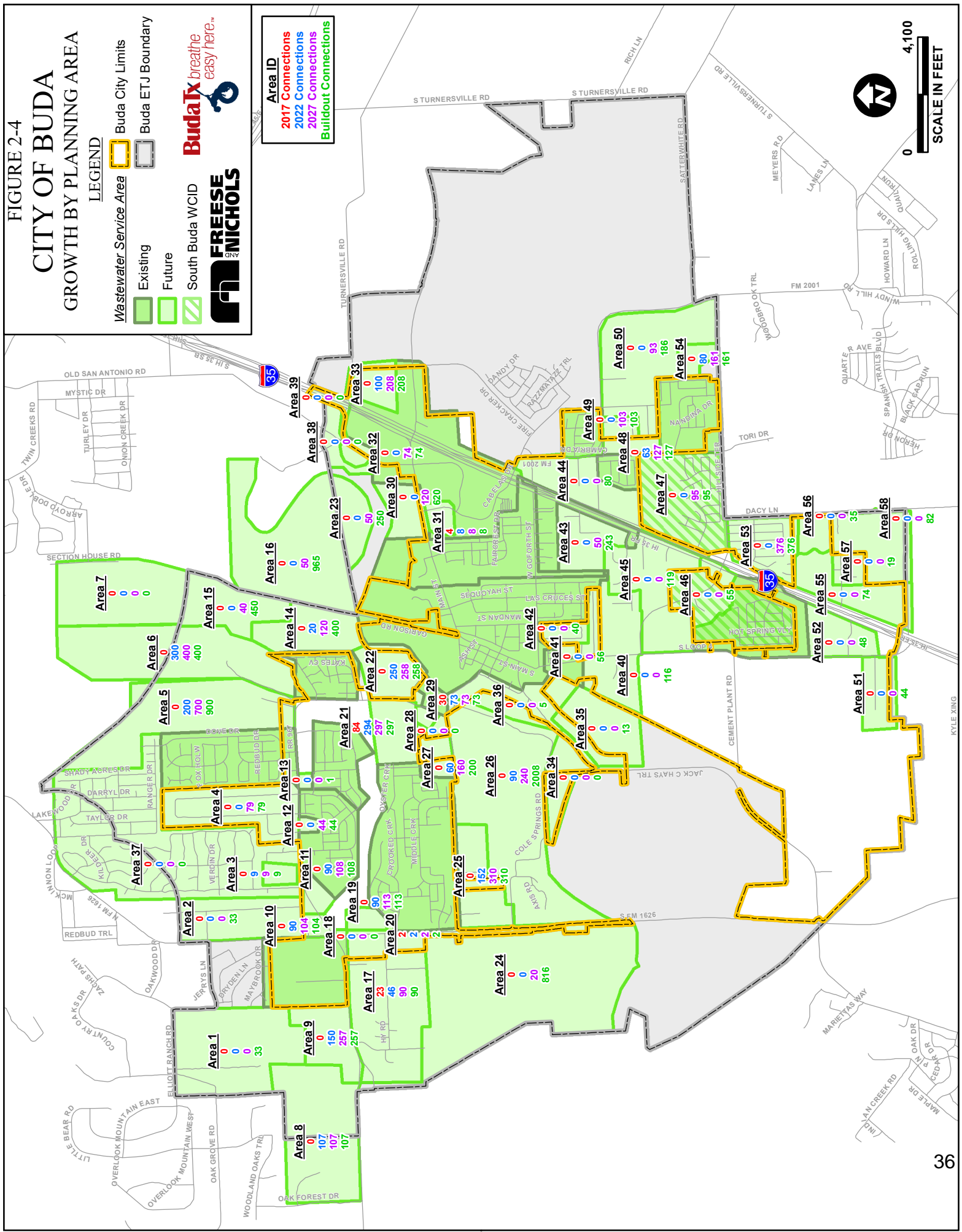
LEGEND

- Wastewater Service Area
 - Existing
 - Future
- Buda City Limits
- Buda ETJ Boundary
- South Buda WCID



Area ID

- 2017 Connections
- 2022 Connections
- 2027 Connections
- Buildout Connections



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3.0 WATER AND WASTEWATER CAPITAL IMPROVEMENTS PLAN

The impact fee CIP developed for the City of Buda is based on the land use assumptions presented in the previous section. The CIPs were developed using hydraulic models of both the water and wastewater systems. The recommended improvements will provide the required capacity to meet projected water demands and wastewater flows through year 2027.

3.1 Existing Water and Wastewater Systems
















The existing water distribution system consists of a network of lines ranging in size from 2 inches to 24 inches in diameter, four pump stations (PS), four ground storage tanks (GST), and five elevated storage tanks (EST). The City has five groundwater wells that deliver water into the GSTs at the PSs. The City also has treated surface water supply from the Guadalupe-Blanco River Authority (GBRA) at the Bonita Vista PS. The City operates three pressure zones (PZ): High, Middle, and Low. The hydraulic grade lines (HGL) High and Low PZs are controlled by ESTs, and the Middle PZ is supplied through pressure reducing valves (PRV) from the High PZ, which set the HGL in the Middle PZ. A map of the existing water distribution system is shown on **Figure 3-1**.

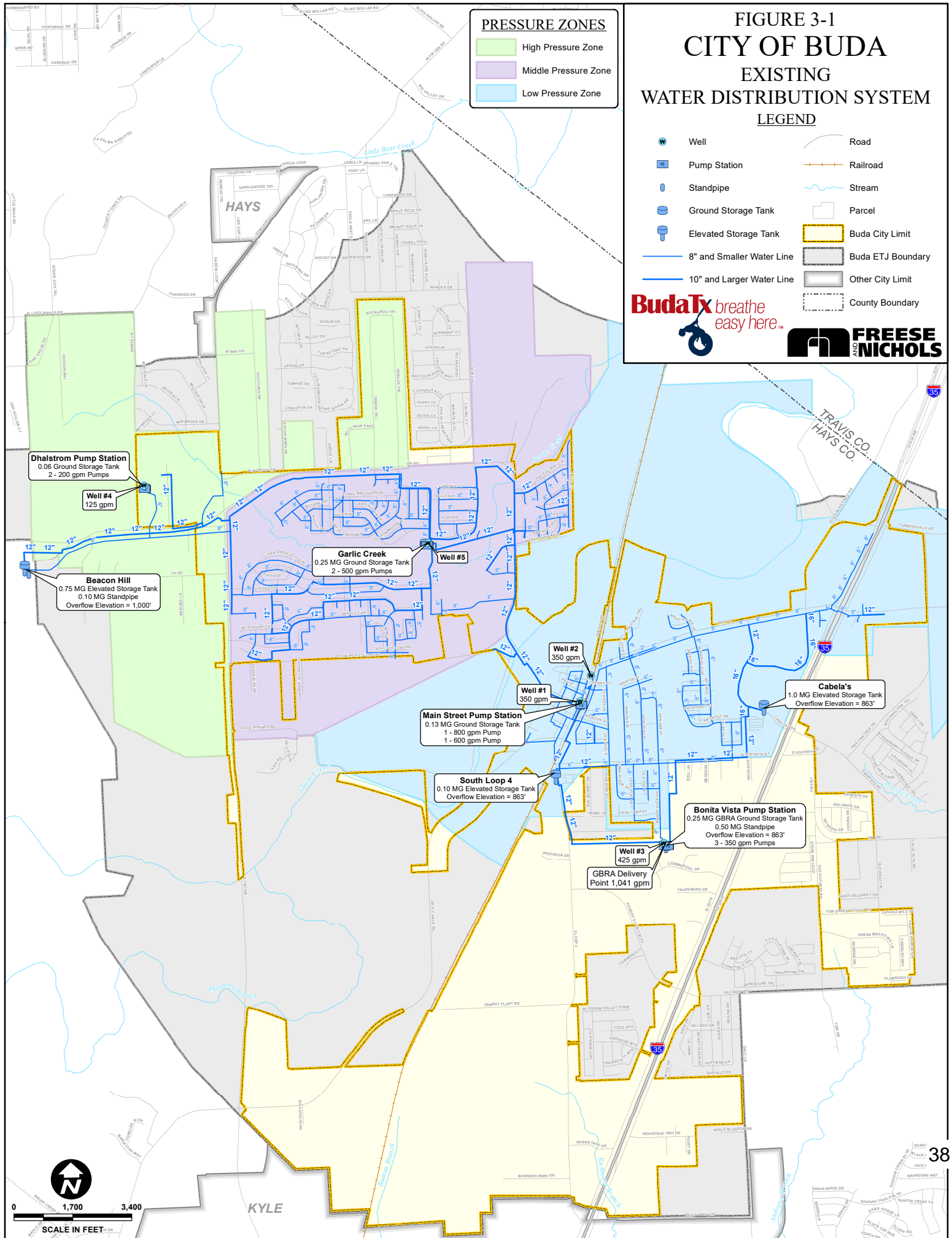
The existing wastewater system has 14 lift stations, a network of lines ranging from 4 inches to 24 inches in diameter, and a 1.5 MGD wastewater treatment plant (WWTP). The wastewater collection system serves a slightly larger area than the water distribution system, and collects flow from users that are currently served water by other utilities. **Figure 3-2** displays a map of the existing wastewater collection system.

FIGURE 3-1 CITY OF BUDA EXISTING WATER DISTRIBUTION SYSTEM LEGEND

PRESSURE ZONES

- High Pressure Zone
- Middle Pressure Zone
- Low Pressure Zone

	Well		Road
	Pump Station		Railroad
	Standpipe		Stream
	Ground Storage Tank		Parcel
	Elevated Storage Tank		Buda City Limit
	8" and Smaller Water Line		Buda ETJ Boundary
	10" and Larger Water Line		Other City Limit
			County Boundary



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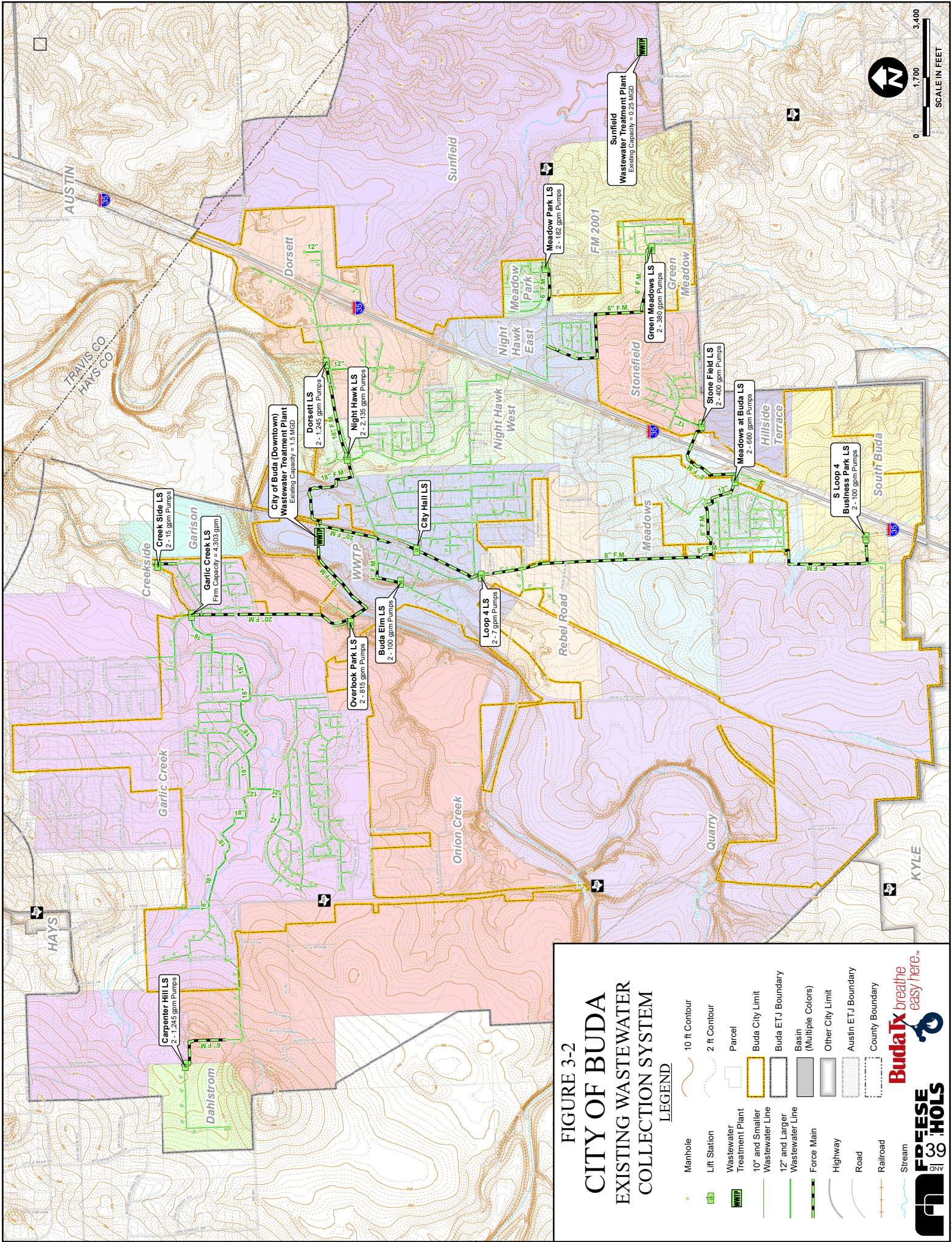


FIGURE 3-2

CITY OF BUDA EXISTING WASTEWATER COLLECTION SYSTEM

LEGEND

- Manhole
- Lift Station
- Wastewater Treatment Plant
- 10" and Smaller Wastewater Line
- 12" and Larger Wastewater Line
- Force Main
- Highway
- Road
- Railroad
- Stream
- 10 ft Contour
- 2 ft Contour
- Parcel
- Buda City Limit
- Buda ETJ Boundary
- Basin (Multiple Colors)
- Other City Limit
- Austin ETJ Boundary
- County Boundary

PFSE
OF
HOLS

BudaTx breathe easy here.

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3.2 Water Model Update and Validation

The City provided the most up-to-date versions water distribution system model. The water system model was built in Bentley's WaterGEMS® software. K. Friese and Associates (KFA) updated the water model, adding recently constructed water lines and facilities. A 72-hour extended period simulation (EPS) analysis was performed by KFA with 2017 and 2027 projected maximum day demands. EPS modeling provides a means to evaluate the system over time to assess response to hourly changes in demand, pump cycling, and tanks filling or draining. KFA utilized the hydraulic model to develop a 10-year water CIP as part of a separate study. As part of the impact fee update study, the existing system demand allocation was updated using geocoded billing data. In order to verify that the hydraulic model accurately represented the actual distribution system, a model validation was performed. Field testing was conducted March 17th to 27th, 2017. Eight pressure recorders were installed throughout the distribution system. The pressure testing data was used to validate the EPS model scenario by verifying that modeled pressures were generally within five psi of the measured field pressures. Graphs of the pressure recorder data and a map showing the validation results and pressure recorder locations are provided in **Appendix B**. The model was used to conduct fire flow analysis under maximum day demands, and determine minimum observed pressures during maximum hour demands for both 2017 and 2027.

3.3 Wastewater Model Update

The City provided the existing wastewater system hydraulic model developed by Lockheed, Andrews & Newnam, Inc. (LAN) as part of the 2012 *Wastewater Master Plan*. The wastewater collection system model was built in Bentley's SewerGEMS® software. FNI updated the model to include newly constructed lines and facilities, and updated the existing system flow allocation using geocoded billing data. This model was used to evaluate the capacity of the existing system during peak wet weather conditions for 2017, 2027, and Buildout.

3.4 Water Demand and Wastewater Load Projections

The land use data and historical water demands, and wastewater flow characteristics were used to develop future water demands and wastewater flows based on a projected average day and maximum day demand per connection and peaking factors. Design average day and maximum day demand per connection values were chosen to align with projected demands used by KFA to create the proposed 10-

City of Buda

year water CIP. As no peak hour water demand data were available, a peak hour to maximum day demand peaking factor of 1.75 was selected to be conservative based on previous experience with cities of similar size.

For wastewater, no historical connection or peak wet weather flow data were available. Therefore, the average dry weather flow of 245 gallons per connection was used to be consistent with the 2012 *Wastewater Master Plan* performed by LAN. A wet weather peaking factor of 4.0 was chosen based on recommendations from the Texas Commission on Environmental Quality (TCEQ). These projections were allocated into the respective hydraulic models, which served as a basis for determining the location and magnitude of the CIP projects. **Table 3-1** and **3-2** show historical water demands and wastewater flows in millions of gallons per day (mgd), respectively. The design criteria for projected water demand and wastewater flow calculations are shown in **Table 3-3**. **Table 3-4** presents the projected water demands in mgd, and **Table 3-5** presents the projected wastewater flows in mgd for the City of Buda.

Table 3-1 Historical Water Demands

Year	Water Connections	Average Day Demand (mgd)	Average Day Demand (gallons per connection per day)	Maximum Day Demand (mgd)	Maximum Day Demand (gallons per connection per day)
2010	2,325	1.00	430	-	-
2011	2,611	1.10	421	-	-
2012	2,821	1.00	354	1.70	603
2013	3,345	1.10	329	2.10	628
2014	3,660	1.30	355	2.20	601
Average	-	1.10	378	2.00	611
Maximum	-	1.30	430	2.20	628

Table 3-2 Historical Wastewater Flows

Year	Average Annual Daily Flow (mgd)
2008	0.70
2009	0.81
2010	1.09
2011	0.94
2012	1.02
2013	1.10
2014	1.32
2015	1.12
2016	1.11
Average	1.02
Maximum	1.32

Table 3-3 Projected Water Demand and Wastewater Flow Design Criteria

Water			Wastewater	
Average Day Demand (gallons per connection per day)	Maximum Day Demand (gallons per connection per day)	Peak Hour to Maximum Day Peaking Factor	Average Dry Weather Flow (gallons per connection per day)	Peak Wet Weather Flow Peaking Factor
391	772	1.75	245	4.00

Table 3-4 Projected Water Demands

Planning Year	Pressure Zone	Connections	Average Day Demand (mgd)	Maximum Day Demand (mgd)	Peak Hour Demand (mgd)
2017	Low	1,295	0.51	1.00	1.75
	Middle	2,960	1.16	2.29	4.00
	High	125	0.05	0.10	0.17
	Total	4,380	1.71	3.38	5.92
2022	Low	1,741	0.68	1.34	2.35
	Middle	4,033	1.58	3.11	5.45
	High	594	0.23	0.46	0.80
	Total	6,368	2.49	4.92	8.60
2027	Low	2,410	0.94	1.86	3.26
	Middle	4,992	1.95	3.85	6.74
	High	876	0.34	0.68	1.18
	Total	8,278	3.24	6.39	11.18
Buildout	Low	7,644	2.99	5.90	10.33
	Middle	5,590	2.19	4.32	7.55
	High	1,738	0.68	1.34	2.35
	Total	14,972	5.85	11.56	20.23

Table 3-5 Projected Wastewater Flows

Basin	2017			2022			2027			Buildout		
	Connections	Average Dry Weather Flow (mgd)	Peak Wet Weather Flow (mgd)	Connections	Average Dry Weather Flow (mgd)	Peak Wet Weather Flow (mgd)	Connections	Average Dry Weather Flow (mgd)	Peak Wet Weather Flow (mgd)	Connections	Average Dry Weather Flow (mgd)	Peak Wet Weather Flow (mgd)
Creekside	13	0.00	0.01	13	0.00	0.01	13	0.00	0.01	13	0.00	0.01
Dahlstrom	2	0.00	0.00	109	0.03	0.11	109	0.03	0.11	109	0.03	0.11
Dorsett	58	0.01	0.06	162	0.04	0.16	344	0.08	0.34	344	0.08	0.34
FM 2001	35	0.01	0.03	178	0.04	0.17	519	0.13	0.51	612	0.15	0.60
Garison	0	0.00	0.00	20	0.00	0.02	260	0.06	0.25	2,065	0.51	2.02
Garlic Creek	2,839	0.70	2.78	3,828	0.94	3.75	4,609	1.13	4.52	4,876	1.19	4.78
Green Meadow	300	0.07	0.29	300	0.07	0.29	300	0.07	0.29	300	0.07	0.29
Hillside Terrace	1	0.00	0.00	1	0.00	0.00	377	0.09	0.37	377	0.09	0.37
Meadow Park	182	0.04	0.18	182	0.04	0.18	182	0.04	0.18	182	0.04	0.18
Meadows	473	0.12	0.46	473	0.12	0.46	473	0.12	0.46	647	0.16	0.63
Night Hawk East	142	0.03	0.14	142	0.03	0.14	142	0.03	0.14	222	0.05	0.22
Night Hawk West	381	0.09	0.37	381	0.09	0.37	551	0.13	0.54	1,244	0.30	1.22
Onion Creek	66	0.02	0.06	834	0.20	0.82	1,421	0.35	1.39	4,025	0.99	3.94
Quarry	0	0.00	0.00	0	0.00	0.00	0	0.00	0.00	1,500	0.37	1.47
Rebel Road	42	0.01	0.04	42	0.01	0.04	42	0.01	0.04	227	0.06	0.22
South Buda	6	0.00	0.01	6	0.00	0.01	6	0.00	0.01	308	0.08	0.30
Stonefield	445	0.11	0.44	445	0.11	0.44	540	0.13	0.53	540	0.13	0.53
WWTP	553	0.14	0.54	553	0.14	0.54	553	0.14	0.54	598	0.15	0.59
Grand Total	5,538	1.36	5.43	7,669	1.88	7.52	10,441	2.56	10.23	18,189	4.46	17.83

3.5 TCEQ Requirements

As a retail water purveyor, the City of Buda must comply with the rules and regulations for public water utility systems set forth by TCEQ in 30 TAC Chapter 290, Public Drinking Water. The City is required to meet the TCEQ elevated storage capacity requirement of 100 gallons per connection and total storage capacity requirement of 200 gallons per connection. In addition to storage requirements, the City is also required to meet the TCEQ pumping capacity requirements. The City currently provides at least 200 gallons per connection of elevated storage resulting in a TCEQ pumping requirement of 0.6 gallons per minute (gpm) per connection. If the City provided less than 200 gallons per connection of elevated storage in the future, the TCEQ pumping requirements would increase. The City reported having 4,380 active connections as of July 2017. TCEQ capacity requirements were evaluated by PZ. Existing and future storage and pumping capacities were evaluated and are summarized in **Table 3-6** through **Table 3-9**. The City is currently meeting all requirements except for distribution pumping capacity in the combined Middle and High PZs. However, this deficiency is addressed in the proposed CIP with the addition of the Alliance Regional Water Authority (ARWA), formerly known as the Hays County Public Utility Agency (HCPUA) Phase 1 PS, which will serve the Middle and High PZs. This PS is scheduled to come on line in 2018.

Table 3-6 Total Storage Volume Requirements

TCEQ Requirement	Number of Connections	Required Total Storage (gallons)	Available Total Storage (gallons)	TCEQ Requirement Met?
200 gallons per connection	4,380	876,000	3,140,000	Yes

Table 3-7 Supply Pumping Capacity Requirements

TCEQ Requirement	Number of Connections	Required Supply Pumping Capacity (gpm)	Available Supply Pumping Capacity (gpm)	TCEQ Requirement Met?
0.52 gpm per connection ⁽¹⁾	4,380	2,278	2,776	Yes

(1) Pumping requirement is 0.52 gpm per connection since the TCEQ has granted the City an alternative capacity requirement.

Table 3-8 Elevated Storage Volume Requirements

Pressure Zone	TCEQ Requirement	Number of Connections	Required Elevated Storage Volume (gallons)	Available Elevated Storage Volume (gallons)	TCEQ Requirement Met?
Low	100 gallons per connection	1,295	129,500	1,600,000	Yes
Middle & High ⁽¹⁾	100 gallons per connection	3,085	308,500	850,000	Yes
System-wide	100 gallons per connection	4,380	438,000	2,450,000	Yes

(1) Middle and High PZs combined because the Middle PZ is fed through 4 PRVs from the High PZ.

Table 3-9 Distribution Pumping Capacity Requirements

Pressure Zone	TCEQ Requirement	Number of Connections	Required Distribution Pumping Capacity (gpm)	Available Distribution Pumping Capacity (gpm)	TCEQ Requirement Met?
Low	0.6 gpm per connection ⁽²⁾	1,295	777	2,450	Yes
Middle & High ⁽¹⁾	0.6 gpm per connection ⁽²⁾	3,085	1,851	1,400 ⁽³⁾	No
System-wide	0.6 gpm per connection ⁽²⁾	4,380	2,628	3,850	Yes

(1) Middle and High PZs combined for pumping and storage requirement purposes because the Middle PZ is fed through 4 PRVs from the High PZ.

(2) Pumping requirement is 0.6 gpm per connection because the City provides more than 200 gallons per connection of elevated storage capacity.

(3) Does not include capacity from the planned ARWA Phase 1 PS.

3.6 Water and Wastewater System Analyses

3.6.1 Storage and Pumping Recommendations

This section summarizes the evaluation of the storage and pumping capacity for the City based on study criteria developed by FNI. These criteria are generally more stringent than the TCEQ requirements and take into consideration system-specific factors including operational flexibility, fire suppression, redundancy, and energy efficiency. The design criterion used to analyze EST capacity is the volume required to provide adequate equalization storage for peak hour demands plus emergency storage for fire protection. It is typically assumed that half of the EST capacity is used to meet peak hourly demands in excess of the maximum day rate (equalization volume), while the other half of the tank is used for fire

protection and emergency conditions (fire/emergency volume). This evaluation assumes that pumping will meet 125% of maximum day demands and elevated storage will meet 40% of peak hour demands.

Table 3-10 shows the recommended elevated storage by PZ in terms of millions of gallons (MG). The combined Middle and High PZ available elevated storage is below what is recommended. However, the storage volume of the proposed ARWA Phase 1 EST included in the CIP was sized such that the City will be able to meet these recommendations, even through Buildout.

Table 3-10 Recommended Elevated Storage Volume

Planning Year	Pressure Zone	Peak Demand (mgd) ⁽¹⁾	Peak Volume (MG) ⁽²⁾	Fire Volume (MG) ⁽³⁾	Recommended Elevated Storage Volume (MG) ⁽⁴⁾	Available Elevated Storage Volume (MG)
2017	Low	0.70	0.12	0.63	0.75	1.60
	Middle & High ⁽⁵⁾	1.67	0.28	0.63	0.91	0.85
	System-Wide	2.37	0.39	0.63	1.02	2.45
2022	Low	0.94	0.16	0.63	0.79	1.60
	Middle & High ⁽⁵⁾	2.50	0.42	0.63	1.05	0.85
	System-Wide	3.44	0.57	0.63	1.20	2.45
2027	Low	1.30	0.22	0.63	0.85	1.60
	Middle & High ⁽⁵⁾	3.17	0.53	0.63	1.16	0.85
	System-Wide	4.47	0.75	0.63	1.49	2.45
Buildout	Low	4.13	0.69	0.63	1.38	1.60
	Middle & High ⁽⁵⁾	3.96	0.66	0.63	1.32	0.85
	System-Wide	8.09	1.35	0.63	2.70	2.45

(1) Equals 40% of peak hour demand

(2) Required volume to supply the peak demand for a duration of 4 hours

(3) Assuming highest fire flow required is 3,500 gpm for a 3-hour duration

(4) The greater of twice the peak volume or the peak volume plus fire volume

(5) Middle and High PZs combined because the Middle PZ is fed through 4 PRVs from the High PZ.

The recommended firm pumping capacity was calculated based on meeting 125% of maximum day demands. Firm pumping capacity is defined as the total available pumping capacity with the largest pump in the PZ out of service. **Table 3-11** presents the recommended firm pumping capacity. The Low PZ has adequate pumping capacity to meet demands through 2027. The available pumping capacity in the Middle and High PZs is less than recommended, even in 2017. However, as mentioned in **Section**

3.4, this deficiency will be alleviated by the addition of the new ARWA Phase 1 PS, which will serve the Middle and High PZs.

Table 3-11 Recommended Firm Pumping Capacity

Planning Year	Pressure Zone	Average Day Demand (mgd)	Maximum Day Demand (mgd)	Peak Hour Demand (mgd)	Recommended Pumping ⁽¹⁾ (mgd)	Available Pumping Capacity (mgd)
2017	Low	0.51	1.00	1.75	1.25	2.38
	Middle & High ⁽²⁾	1.21	2.38	4.17	2.98	1.30
	System-Wide	1.71	3.38	5.92	4.23	3.67
2022	Low	0.68	1.34	2.35	1.68	2.38
	Middle & High ⁽²⁾	1.81	3.57	6.25	4.47	1.30
	System-Wide	2.49	4.92	8.60	6.15	3.67
2027	Low	0.94	1.86	3.26	2.33	2.38
	Middle & High ⁽²⁾	2.29	4.53	7.93	5.66	1.30
	System-Wide	3.24	6.39	11.18	7.99	3.67
Buildout	Low	2.99	5.90	10.33	7.38	2.38
	Middle & High ⁽²⁾	2.87	5.66	9.90	7.07	1.30
	System-Wide	5.85	11.56	20.23	14.45	3.67

(1) Recommended pumping is 125% of maximum day demand

(2) Middle and High PZs combined because the Middle PZ is fed through 4 PRVs from the High PZ

Recommended ground storage capacity was calculated based on providing storage equivalent to 4 to 8 hours of maximum day demand. Storage volumes equivalent to 4, 6, and 8 hours of maximum day demand were calculated, and range from least conservative to most conservative, respectively. **Table 3-12** presents the recommended ground storage capacity by PZ. The available ground storage in the Low PZ is adequate to provide 4 hours of maximum day demand through 2027, while the available ground storage in the Middle and High PZs is below all recommended volumes. However, the GST proposed as part of the ARWA Phase 1 PS will provide additional ground storage in the Middle and High PZs. It should also be noted that the Low PZ and the combined Middle and High PZs have 1.60 MG and 0.85 MG of elevated storage, respectively, a portion of which can serve as additional supply in emergency situations.

Table 3-12 Recommended Ground Storage Volume

Year	Pressure Zone	4 Hrs of MD Demand (MG)	6 Hrs of MD Demand (MG)	8 Hrs of MD Demand (MG)	Available Ground Storage (MG)
2017	Low	0.17	0.25	0.33	0.38
	Middle & High ⁽¹⁾	0.40	0.60	0.79	0.31
2022	Low	0.22	0.34	0.45	0.38
	Middle & High ⁽¹⁾	0.60	0.89	1.19	0.31
2027	Low	0.31	0.47	0.62	0.38
	Middle & High ⁽¹⁾	0.76	1.13	1.51	0.31
Buildout	Low	0.98	1.48	1.97	0.38
	Middle & High ⁽¹⁾	0.94	1.41	1.89	0.31

(1) Middle and High PZs combined because the Middle PZ is fed through 4 PRVs from the High PZ

3.6.2 Water System Hydraulic Modeling

As mentioned in **Section 3.2**, the majority of the modeling that went in to developing the 10-year water CIP was done by KFA. However, the hydraulic model of the water distribution system was utilized to measure minimum pressures in the system during periods of peak demand. During the maximum day EPS analysis, the peak hour demand condition was simulated by setting the highest hourly peaking factor in the diurnal demand pattern equal to the maximum day to peak hour peaking factor. Peak hour demand represents the single hour of the year with the highest system demand. Peak hour simulations are used to assess the ability of the distribution system to maintain residual pressures because the highest demand period typically induces the lowest pressure due to increased headloss throughout the system. **Appendix C** contains maps showing the minimum pressure observed in the model under both existing and 2027 peak hour demand conditions. The TCEQ minimum required pressure within a distribution system is 35 pounds per square inch (psi) under all demand conditions. As seen in **Appendix C**, most of the system is currently meeting that minimum requirement, and all parts of the system exhibit minimum pressures above 35 psi during 2027 modeling.

To evaluate the fire suppression capabilities of the water distribution system, a fire flow analysis was conducted under existing maximum day demand conditions, and with the proposed 10-year improvements in place. TCEQ requires a minimum residual pressure of 20 psi be maintained while delivering the fire flow demand. For this analysis, a steady-state model run was utilized to calculate the available fire flow at each node in the system with a pressure of 20 psi. **Appendix C** shows the results of

the fire flow simulations for both the 2017 and 2027 systems. The majority of the water system can provide at least 1,000 gpm, which is a typical residential fire flow demand. Most available fire flows below 1,000 gpm are due to small diameter lines in isolated areas. Upsizing of smaller lines and looping are two methods to improve low fire flow. Available fire flow for commercial, multi-family, and industrial land uses should be evaluated on a case-by-case basis.

3.6.3 Wastewater System Hydraulic Modeling

The wastewater model along with selected design criteria were used to evaluate the wastewater collection system. Gravity lines were recommended for replacement when the ratio of actual flow depth to the diameter of the pipe (d/D) in modeled conditions was 0.85 or greater. Slopes for new lines are based on the minimum slope requirement for the given pipe diameter set forth by the TCEQ. Proposed lines are sized for replacement of the existing line.

The design criteria for lift station pumping is to provide firm pumping capacity to meet 125% of the peak wet weather design flows. TCEQ requires that the lift station be capable of pumping the expected peak flow; however, it is recommended to design for 125% of the peak wet weather design flow. The firm pumping capacity is defined by the TCEQ as the total available lift station pumping capacity with the largest pump out of service.

3.7 Water and Wastewater System Improvements

Proposed water and wastewater system improvement projects were developed based on water demand and wastewater flow projections. A summary of the costs for each of the projects required for the 10-year growth period used in the impact fee analysis for both the water and wastewater systems is shown in **Table 3-13** and **Table 3-14**, respectively. Costs listed for the existing projects are based on actual design and construction cost data provided by the City. Detailed cost estimates for the proposed water and wastewater system projects are included in **Appendix D** and **Appendix E**, respectively. The costs are in 2017 dollars and include an allowance for engineering, surveying, and contingencies. Cost estimates do not include allowances for right-of-way acquisition. **Table 3-13** and **Table 3-14** show a 2017 percent utilization as the portion of a project's capacity required to serve existing development. This portion of the project cost is not impact-fee-eligible. The 2027 percent utilization is the portion of the project's capacity that will be required to serve the City in 2027. The 2017-2027 percent utilization is the portion of the project's capacity required to serve development from 2017 to 2027. The portion of a project's

total cost that is used to serve development projected to occur from 2017 through 2027 is calculated as the total actual cost multiplied by the 2017-2027 percent utilization. Only this portion of the cost is used in the impact fee analysis. The proposed 10-year water system projects are shown on **Figure 3-3**. Proposed wastewater projects are shown on **Figure 3-4**.

Table 3-13 Water System Impact Fee Eligible Projects

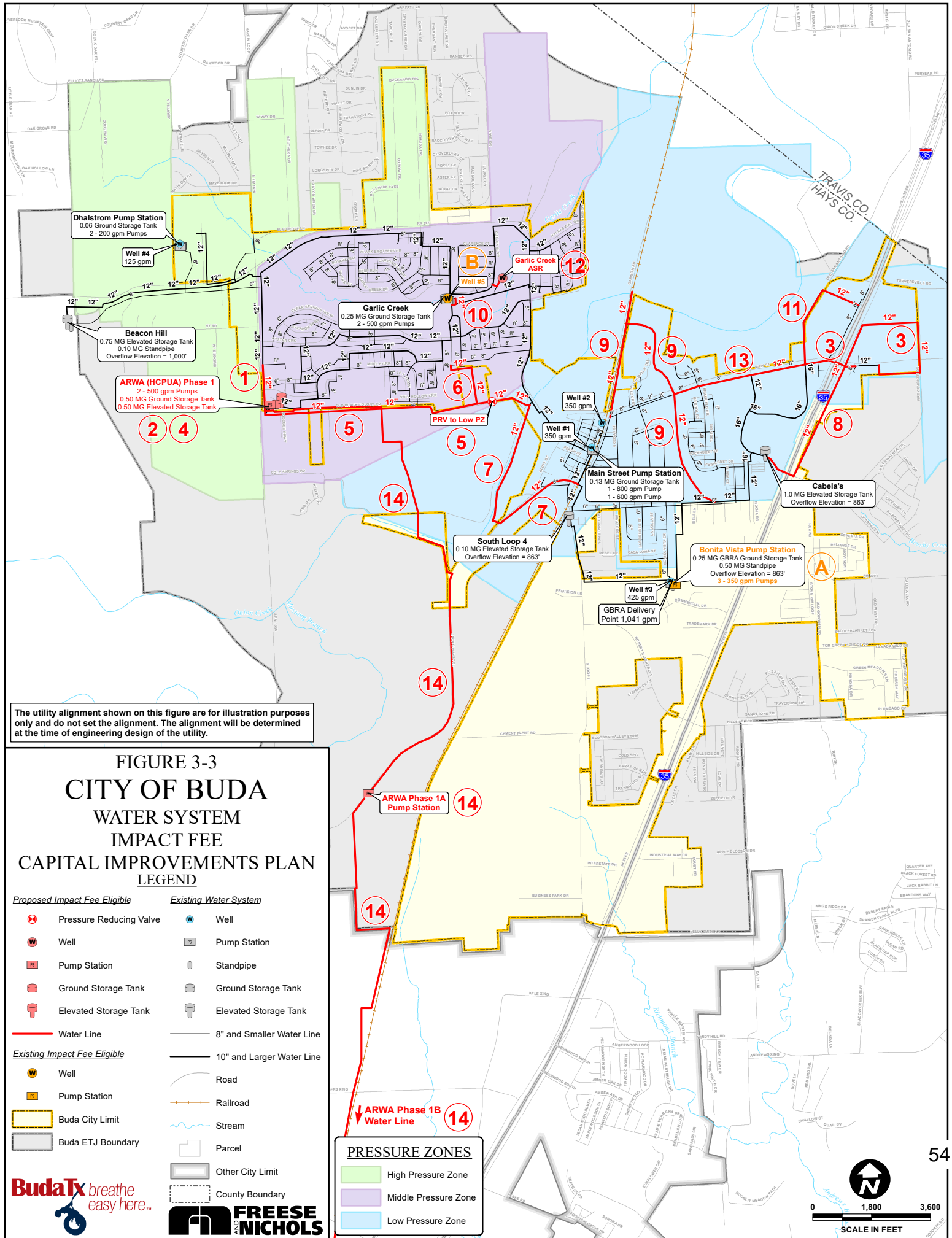
No.	Description of Project	Percent Utilization			Costs Based on 2017 Dollars		
		2017 ⁽¹⁾	2027	2017-2027	Capital Cost	10-Year (2017-2027)	
Existing	A	Bonita Vista Pump Station Expansion	30%	60%	30%	\$1,274,260	\$382,278
	B	Well #5	40%	80%	40%	\$391,219	\$156,488
	C	Impact Fee Study	0%	100%	100%	\$51,925	\$51,925
	Existing Project Sub-total					\$1,717,404	\$590,691
Proposed	1	FM 1626 12-inch Connector - Elm Grove ES to HCPUA Pump Station	40%	80%	40%	\$458,000	\$183,200
	2	Alliance Regional Water Authority (HCPUA) Phase 1 Pump Station	40%	80%	40%	\$2,334,300	\$933,720
	3	East I-35 Loop 12-inch Water Line	10%	100%	90%	\$2,240,800	\$1,792,640
	4	Old Black Colony Elevated Water Storage Tank	40%	80%	40%	\$3,090,700	\$1,236,280
	5	Old Black Colony Road 12-inch Water Line and Pressure Reducing Valve	0%	35%	35%	\$2,607,600	\$912,660
	6	12-inch Connection from Enchanted Woods Trail to Old Black Colony Road	0%	80%	80%	\$271,800	\$217,440
	7	Cole Springs Road/Jack C. Hays Trail 12-inch Water Line	0%	15%	15%	\$2,255,100	\$338,265
	8	12-inch Loop from Cabela's to I-35	15%	35%	20%	\$1,572,600	\$314,520
	9	12-inch Water Line along Garison Road to West Goforth Street Loop	0%	15%	15%	\$2,515,100	\$377,265
	10	12-inch Water Line near Garlic Creek Pump Station	50%	90%	40%	\$62,100	\$24,840
	11	12-inch West I-35 Loop	0%	30%	30%	\$1,299,400	\$389,820
	12	Garlic Creek Aquifer Storage & Recovery	50%	90%	40%	\$4,725,200	\$1,890,080
	13	12-inch Main Street Water Line	15%	35%	20%	\$1,332,000	\$266,400
	14	ARWA Water Line and Pump Station (Phase 1A and 1B)	0%	70%	70%	\$17,938,900	\$12,557,230
Proposed Project Sub-total					\$42,703,600	\$21,434,360	
Total Capital Improvements Cost					\$44,421,004	\$22,025,051	

(1) Utilization in 2017 on proposed projects indicates a non-impact-fee-eligible portion of the project that will be used to address deficiencies within the existing system.

Table 3-14 Wastewater System Impact Fee Eligible Projects

No.	Description of Project	Percent Utilization			Costs Based on 2017 Dollars		
		2017 ⁽¹⁾	2027	2017-2027	Capital Cost	10-Year (2017-2027)	
Existing	A	Garlic Creek Lift Station	68%	90%	22%	\$2,265,423	\$506,838
	B	Impact Fee Study	0%	100%	100%	\$51,925	\$51,925
	Existing Project Sub-total					\$2,317,348	\$558,763
Proposed	1	Wastewater Treatment Plant Expansion	0%	73%	73%	\$22,887,000	\$16,727,422
	2	Meadows at Buda Lift Station Rehabilitation and Expansion	80%	100%	20%	\$193,000	\$38,600
	3	12-inch Sportsplex Sewer Line Upsize.	40%	90%	50%	\$453,100	\$226,550
	4	30-inch Wastewater Line	7%	75%	68%	\$1,058,000	\$716,957
	5	New Nighthawk Lift Station	20%	45%	25%	\$2,874,400	\$718,600
	6	Northeast IH-35 12" Wastewater Interceptor	5%	90%	85%	\$582,400	\$495,040
	7	Northwest IH-35 15" Wastewater Interceptor	30%	90%	60%	\$1,239,600	\$743,760
	8	Stonefield Interceptor Replacement	44%	66%	22%	\$3,230,900	\$721,935
	9	Meadow Parks Lift Station Expansion	25%	90%	65%	\$493,100	\$320,515
	10	Proposed FM 2001 Lift Station	0%	85%	85%	\$1,582,200	\$1,341,768
	11	Meadows at Buda Lift Station Expansion and Force Main	70%	80%	10%	\$2,913,300	\$291,330
	12	Overlook Park Lift Station Expansion	20%	35%	15%	\$2,769,800	\$423,900
	13	8/12-inch FM 967 Wastewater Line	35%	90%	55%	\$1,265,900	\$696,245
	14	Proposed Lift Station West of IH-35	0%	70%	70%	\$932,900	\$653,030
	15	10/12-inch Gravity Line East of Garison Road	0%	15%	15%	\$1,101,700	\$165,255
	16	8-inch Gravity Line along Garison Road	0%	10%	10%	\$596,700	\$59,670
	17	12-inch Gravity Line to the Bailey Tract	0%	95%	95%	\$763,500	\$725,325
	18	18-inch Gravity Line north of Garlic Creek Lift Station	0%	80%	80%	\$546,000	\$436,800
	19	Onion Creek Gravity Line	0%	35%	35%	\$3,115,700	\$1,099,978
Proposed Project Sub-total					\$48,599,200	\$26,602,679	
Total Capital Improvements Cost					\$50,916,548	\$27,161,441	

(1) Utilization in 2017 on proposed projects indicates a non-impact-fee-eligible portion of the project that will be used to address deficiencies within the existing system.



The utility alignment shown on this figure are for illustration purposes only and do not set the alignment. The alignment will be determined at the time of engineering design of the utility.

FIGURE 3-3 CITY OF BUDA WATER SYSTEM IMPACT FEE CAPITAL IMPROVEMENTS PLAN LEGEND

Proposed Impact Fee Eligible	Existing Water System
Pressure Reducing Valve	Well
Well	Pump Station
Pump Station	Standpipe
Ground Storage Tank	Ground Storage Tank
Elevated Storage Tank	Elevated Storage Tank
Water Line	8" and Smaller Water Line
Existing Impact Fee Eligible	10" and Larger Water Line
Well	Road
Pump Station	Railroad
Buda City Limit	Stream
Buda ETJ Boundary	Parcel
Other City Limit	County Boundary

PRESSURE ZONES

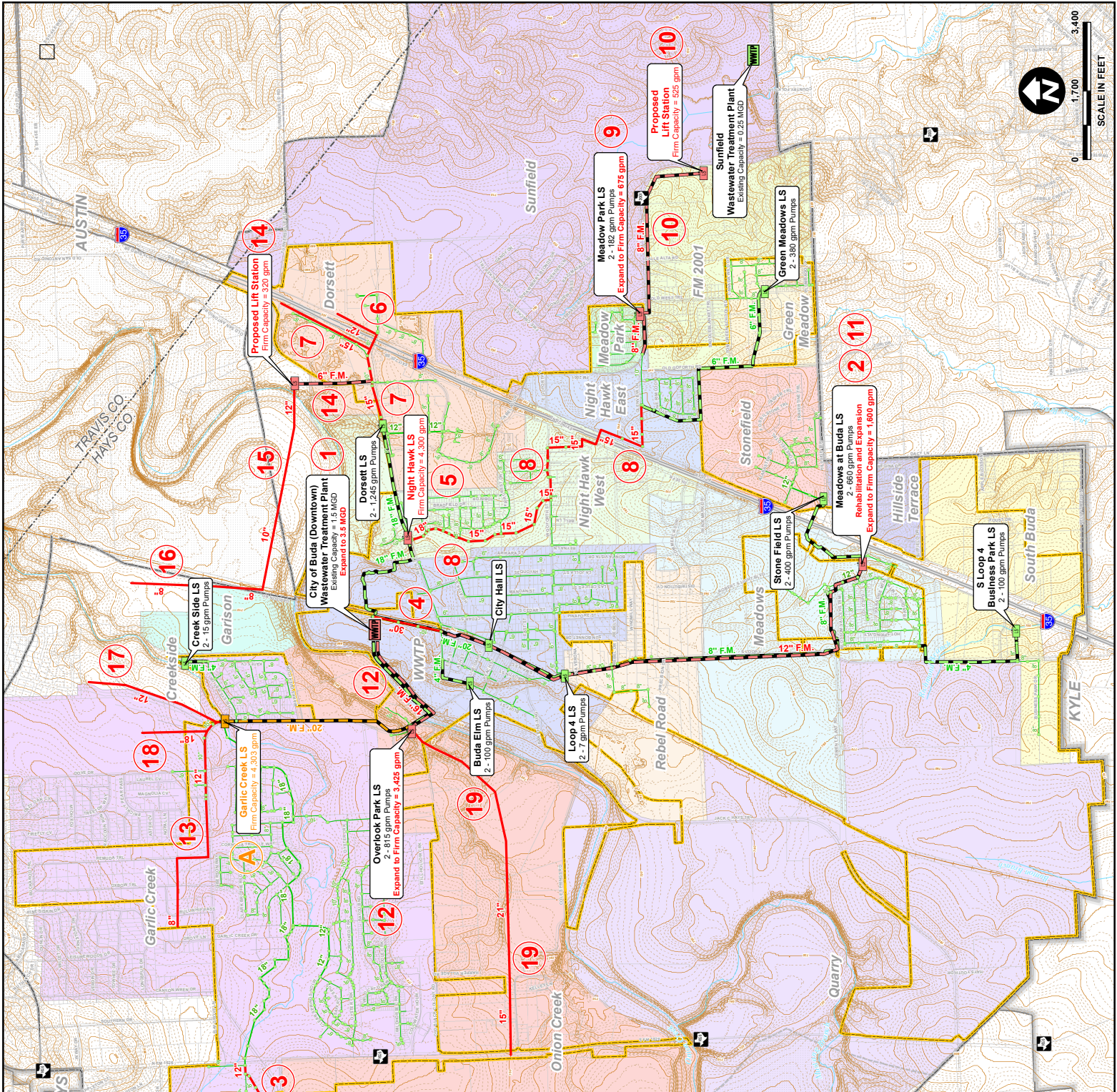
- High Pressure Zone
- Middle Pressure Zone
- Low Pressure Zone



54

0 1,800 3,600
SCALE IN FEET

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The utility alignment shown on this figure is for illustration purposes only and do not set the alignment. The alignment will be determined at the time of engineering design of the utility.

FIGURE 3-4 CITY OF BUDA WASTEWATER SYSTEM IMPACT FEE ELIGIBLE CAPITAL IMPROVEMENTS PLAN

LEGEND

	Lift Station		Wastewater Treatment Plant		Wastewater Line		Force Main		Lift Station		Existing Wastewater System
	Highway		Road		Railroad		Stream		10 ft Contour		2 ft Contour
	Parcel		Buda City Limit		Buda ETJ Boundary		Basin (Multiple Colors)		Other City Limit		Austin ETJ Boundary
	County Boundary		Manhole		Lift Station		Wastewater Treatment Plant (Multiple Colors)				

BudaTx breathe easy here.

55

FREESE & NICHOLS

DATE: 08/11/2014 10:58:11 AM
 PROJECT: BUDA WASTEWATER IMPROVEMENTS PLAN
 DRAWING: CAPITAL IMPROVEMENTS PLAN
 SCALE: AS SHOWN
 SHEET: 3-4

4.0 IMPACT FEE ANALYSIS

The current impact fee ordinance was adopted in October of 2010. This ordinance set the water impact fee for a single-family meter at \$2,187 and the wastewater impact fee for a single-family meter at \$2,531 for a combined maximum impact fee of \$4,718. This project is an update to the 2010 ordinance. The impact fee analysis involves determining the utilization of existing and proposed projects required as defined by the capital improvement plan to serve new development over the next 10-year period. For existing or proposed projects, the impact fee is calculated as a percentage of the total project cost, based upon the percentage of the project's capacity required to serve development projected to occur between 2017 and 2027. Capacity serving existing development and development projected for more than 10 years in the future cannot be charged to impact fees.

4.1 Service Units

According to Chapter 395 of the Texas Local Government Code, the maximum impact fee may not exceed the amount determined by dividing the cost of capital improvements required by the total number of service units attributed to new development during the impact fee eligibility period. A water service unit is defined as the service equivalent to a water only connection or a water/wastewater connection for a single-family residence. A wastewater service unit is defined as the service unit equivalent to a water/wastewater connection for a single-family residence.

The service associated with public, commercial, and industrial connections is converted into service units based upon the capacity of the meter used to provide service. The number of service units required to represent each meter size is based on the safe maximum operating capacity of the appropriate meter type. American Water Works Association (AWWA) standards C700 (Cold Water Meters – Displacement Type, Bronze Main Case) and C702 (Cold Water Meters – Compound Type) were used to determine the safe maximum operating capacity, as these meter types represent those in place and stocked by the City. The service unit equivalent for each meter size used by the City is listed in **Table 4-1**.

Table 4-1 Service Unit Equivalencies

Meter Size	Safe Maximum Operating Capacity (gpm) ⁽¹⁾	Service Unit Equivalent
3/4" or 5/8"	25	1.0
1"	40	1.6
1 1/2"	50	2.0
2"	160	6.4
3"	320	12.8
4"	500	20.0
6"	1,400	56.0
8"	2,400	96.0
10"	3,800	152.0
12"	5,000	200.0

⁽¹⁾ Safe maximum operating capacity is based on AWWA standards C700 and C702.

Typically, in Buda, single-family residences are served with 3/4-inch water meters. Larger meters represent public, commercial, and industrial water use. Other water purveyors in areas which the City serves wastewater but not water do use water meters as small as 5/8-inch. Even though these meters are smaller than the smallest meter the City currently allows, it is the opinion of City staff that 5/8-inch water meters should be treated the same as 3/4-inch meters. Therefore, they were assigned a service unit equivalency of 1.0. The City provided data that included the meter size of each active water meter in their water service area as of May 2017. Monarch Utilities and South Buda WCID #1 also provided meter sizes for all water meters that fall within the City of Buda wastewater service area. Although the service unit equivalencies are shown for 10-inch and 12-inch meters in **Table 4-1**, no developments requiring meters of that size are projected in the next ten years. **Tables 4-2** and **4-3** show the water and wastewater service units for 2017 and the projected service units for 2027.

Table 4-2 Water Service Units

Meter Size	2017 Connections ⁽¹⁾	2017 Service Units	2027 Connections	2027 Service Units	Growth in Service Units
5/8"	0	0	0	0	0
3/4"	4,240	4,240	8,013	8,013	3,773
1"	60	97	114	183	86
1-1/2"	48	95	90	180	85
2"	21	136	40	256	121
3"	4	51	8	97	46
4"	3	60	6	113	53
6"	1	56	2	106	50
8"	3	288	6	544	256
Total	4,380	5,023	8,278	9,493	4,470

(1) 2017 Number of Connections from Water Meter Billing Data (active accounts minus fire hydrants).

Table 4-3 Wastewater Service Units

Meter Size	2017 Connections ⁽¹⁾	2017 Service Units	2027 Connections	2027 Service Units	Growth in Service Units
5/8"	852	852	1,606	1,606	754
3/4"	4,494	4,494	8,472	8,472	3,979
1"	98	157	185	295	139
1 1/2"	52	103	97	195	91
2"	30	191	56	361	169
3"	4	51	8	97	45
4"	4	80	8	151	71
6"	1	56	2	106	50
8"	4	384	8	724	340
Total	5,538	6,368	10,441	12,006	5,638

(1) 2017 Number of Connections from City Water Meter Billing Data plus data from WCID #1 and Monarch.

4.2 Maximum Impact Fee Calculations

Texas Government Code Chapter 395 outlines the procedures and requirements for calculating maximum allowable impact fees to recover costs associated with capital improvement projects needed due to growth over a 10-year period. Chapter 395 also requires a plan that addresses possible duplication of payments for capital improvements. This plan can either provide a credit for the portion of revenues generated by new development that is used for the payment of eligible improvements, including payment of debt, or reduce the total eligible project costs by 50 percent. The City of Buda has selected to utilize the reduction of the total eligible project costs by 50 percent to determine the maximum allowable impact fees.

Chapter 395 of the Texas Local Government Code states that the maximum impact fee may not exceed the amount determined by dividing the cost of capital improvements required by the total number of service units attributed to new development during the impact fee eligibility period less the credit to account for water and wastewater revenues used to finance capital improvement plans.

The total projected costs include the projected capital improvement costs to serve 10-year development, the projected finance cost for the capital improvements, and the consultant cost for preparing and updating the Capital Improvements Plan. A 3.85% interest rate was used to calculate financing costs. **Tables 4-4** and **4-5** display a summary of the maximum allowable impact fee calculations for water and wastewater, respectively. A comparison graph showing impact fees in other nearby cities is presented on **Figure 4-1**.

Table 4-4 Maximum Water Impact Fee Calculation

Water Impact Fee	
Total Eligible Capital Improvement Costs	\$22,025,051
Total Eligible Financing Costs	\$10,110,217
Total Eligible Impact Fee Costs	\$32,135,268
Growth in Service Units	4,470
Maximum Water Impact Fee per Service Unit ⁽¹⁾	\$7,189
Impact Fee Credit per Service Unit ⁽²⁾	\$3,595
Maximum Allowable Water Impact Fee⁽³⁾	\$3,595

(1) Total eligible costs divided by the growth in service units.

(2) Credit is 50% of maximum water impact fee per service unit.

(3) Maximum allowable water impact fee is maximum water impact fee minus the impact fee credit per service unit.

Table 4-5 Maximum Wastewater Impact Fee Calculation

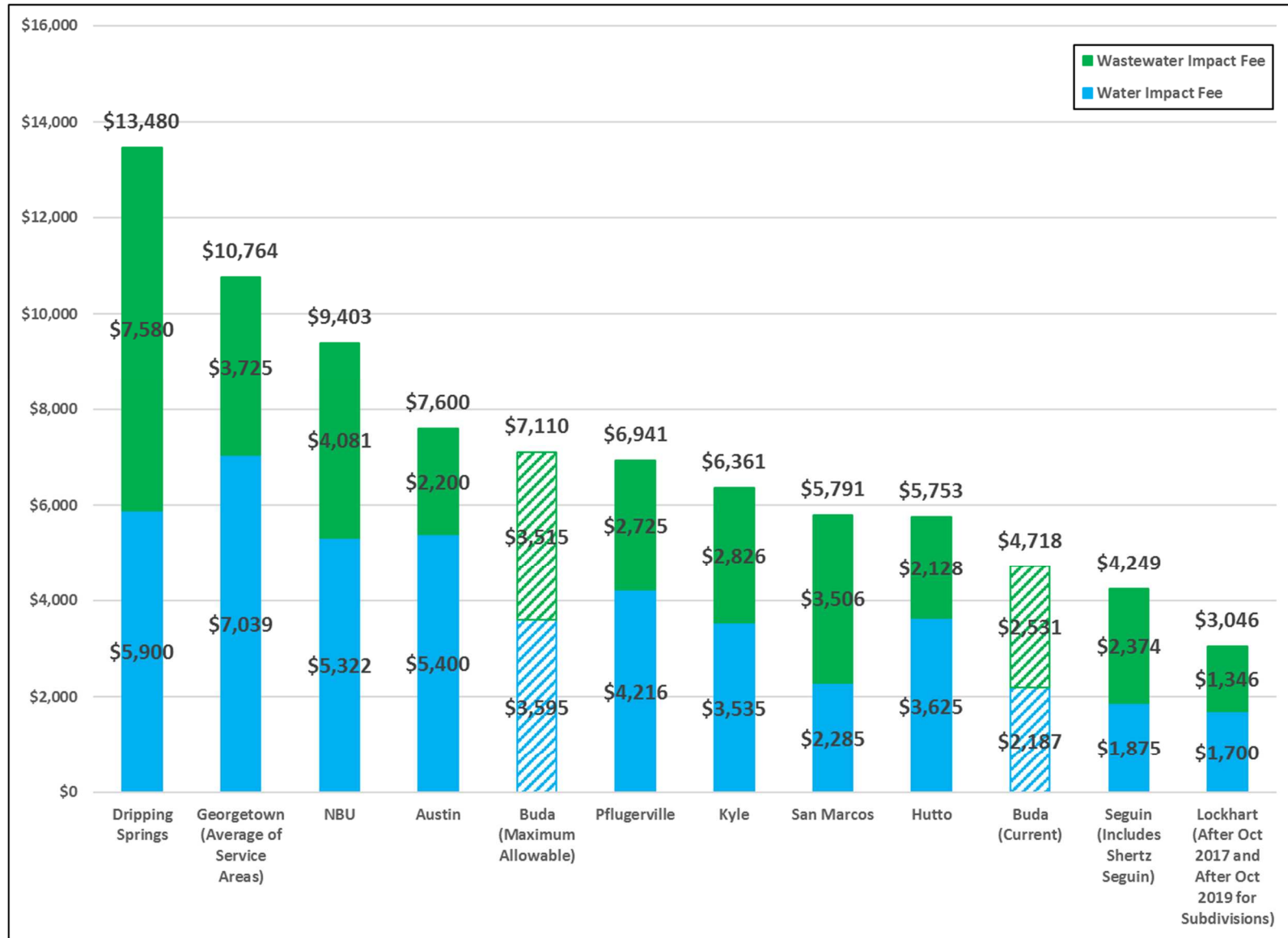
Wastewater Impact Fee	
Total Eligible Capital Improvement Costs	\$27,161,441
Total Eligible Financing Costs	\$12,467,988
Total Eligible Impact Fee Costs	\$39,629,430
Growth in Service Units	5,638
Maximum Water Impact Fee per Service Unit ⁽¹⁾	\$7,029
Impact Fee Credit per Service Unit ⁽²⁾	\$3,515
Maximum Allowable Wastewater Impact Fee⁽³⁾	\$3,515

(1) Total eligible costs divided by the growth in service units.

(2) Credit is 50% of maximum wastewater impact fee per service unit.

(3) Maximum allowable wastewater impact fee is maximum wastewater impact fee minus the impact fee credit per service unit.

Figure 4-1 Water and Wastewater Impact Fee per Service Unit Comparison



Appendix A

Connections by Planning Area

Table A-1 Water Service Area Growth Projections

Area #	Acres	2017 ⁽¹⁾	2022	2027	Buildout
1	293	0	0	0	33
2	150	0	0	0	33
3	21	0	9	9	9
4	186	0	0	79	79
5	304	0	200	700	900
6	335	0	300	400	400
7	238	0	0	0	0
8	296	0	107	107	107
9	105	0	150	257	257
10	19	0	90	104	104
11	30	0	90	108	108
12	8	0	0	44	44
13	6	0	0	0	1
14	119	0	20	120	400
15	124	0	0	40	450
16	356	0	0	50	965
17	323	23	46	90	90
18	2	0	0	0	0
19	23	0	90	113	113
20	2	2	2	2	2
21	84	84	294	297	297
22	91	0	250	258	258
23	66	0	0	50	250
24	678	0	0	20	816
25	120	0	152	310	310
26	503	0	90	240	2,008
27	49	0	60	160	200
28	3	0	0	0	0
29	11	30	73	73	73
30	63	0	0	120	620
31	25	4	8	8	8
32	19	0	0	74	74
33	53	0	100	208	208
34	77	0	0	0	0
35	136	0	0	0	13
36	117	0	0	0	5
Quarry	-	0	0	0	1,500
Total	5,035	143	2,131	4,041	10,735

(1) Does not include 4,237 existing connections

Table A-2 Wastewater Service Area Growth Projections

Area #	Acres	2017 ⁽¹⁾	2022	2027	Buildout
1	293	0	0	0	33
2	150	0	0	0	33
3	21	0	9	9	9
4	186	0	0	79	79
5	304	0	200	700	900
6	335	0	300	400	400
7	238	0	0	0	0
8	296	0	107	107	107
9	105	0	150	257	257
10	19	0	90	104	104
11	30	0	90	108	108
12	8	0	0	44	44
13	6	0	0	0	1
14	119	0	20	120	400
15	124	0	0	40	450
16	356	0	0	50	965
17	323	23	46	90	90
18	2	0	0	0	0
19	23	0	90	113	113
20	2	2	2	2	2
21	84	84	294	297	297
22	91	0	250	258	258
23	66	0	0	50	250
24	678	0	0	20	816
25	120	0	152	310	310
26	503	0	90	240	2,008
27	49	0	60	160	200
28	3	0	0	0	0
29	11	30	73	73	73
30	63	0	0	120	620
31	25	4	8	8	8
32	19	0	0	74	74
33	53	0	100	208	208
34	77	0	0	0	0
35	136	0	0	0	13
36	117	0	0	0	5
37	635	0	0	0	0
38	39	0	0	0	0
39	23	0	0	0	0
40	151	0	0	0	116
41	38	0	0	0	56
42	31	0	0	0	40
43	91	0	0	50	243
44	131	0	0	0	80
45	195	0	0	0	119
46 ⁽²⁾	89	0	0	0	55
47 ⁽²⁾	225	0	0	95	95
48	28	0	63	127	127
49	22	0	0	103	103
50	266	0	0	93	186
51	71	0	0	0	44
52	79	0	0	0	48
53	108	0	0	376	376
54	29	0	80	161	161
55	120	0	0	0	74
56	35	0	0	0	35
57	30	0	0	0	19
58	133	0	0	0	82
Quarry	-	0	0	0	1,500
Total	7,602	143	2,274	5,046	12,794

(1) Does not include 5,395 existing connections.

(2) Areas 46 and 47 fall within the South Buda WCID #1 water service area.

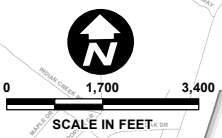
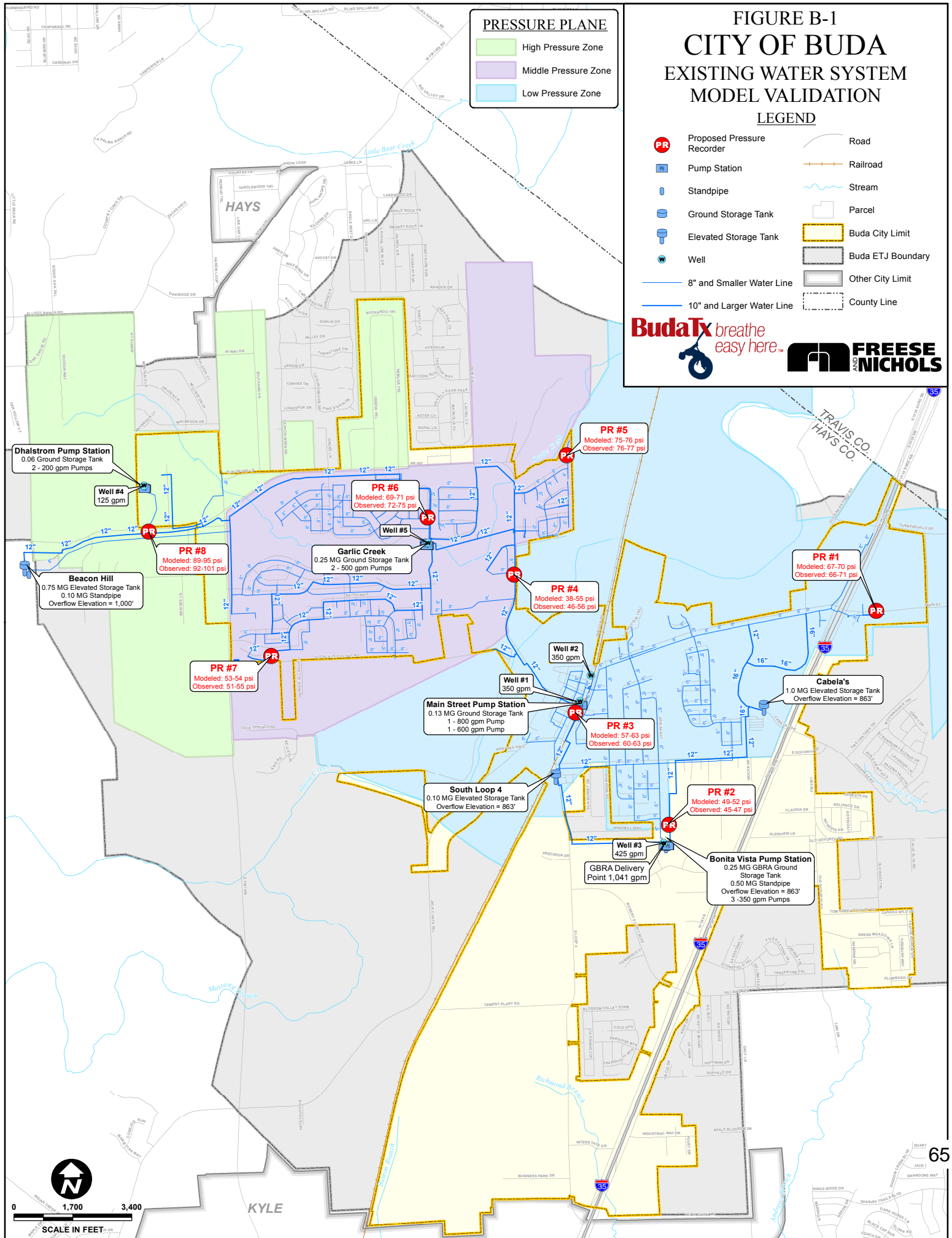
Appendix B

Pressure Testing and Water Model Validation

FIGURE B-1 CITY OF BUDA EXISTING WATER SYSTEM MODEL VALIDATION

LEGEND

- Proposed Pressure Recorder
- Pump Station
- Standpipe
- Ground Storage Tank
- Elevated Storage Tank
- Well
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Road
- Railroad
- Stream
- Parcel
- Buda City Limit
- Buda ETJ Boundary
- Other City Limit
- County Line



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Figure B-2
City of Buda
Combined Pressure Recorder Data

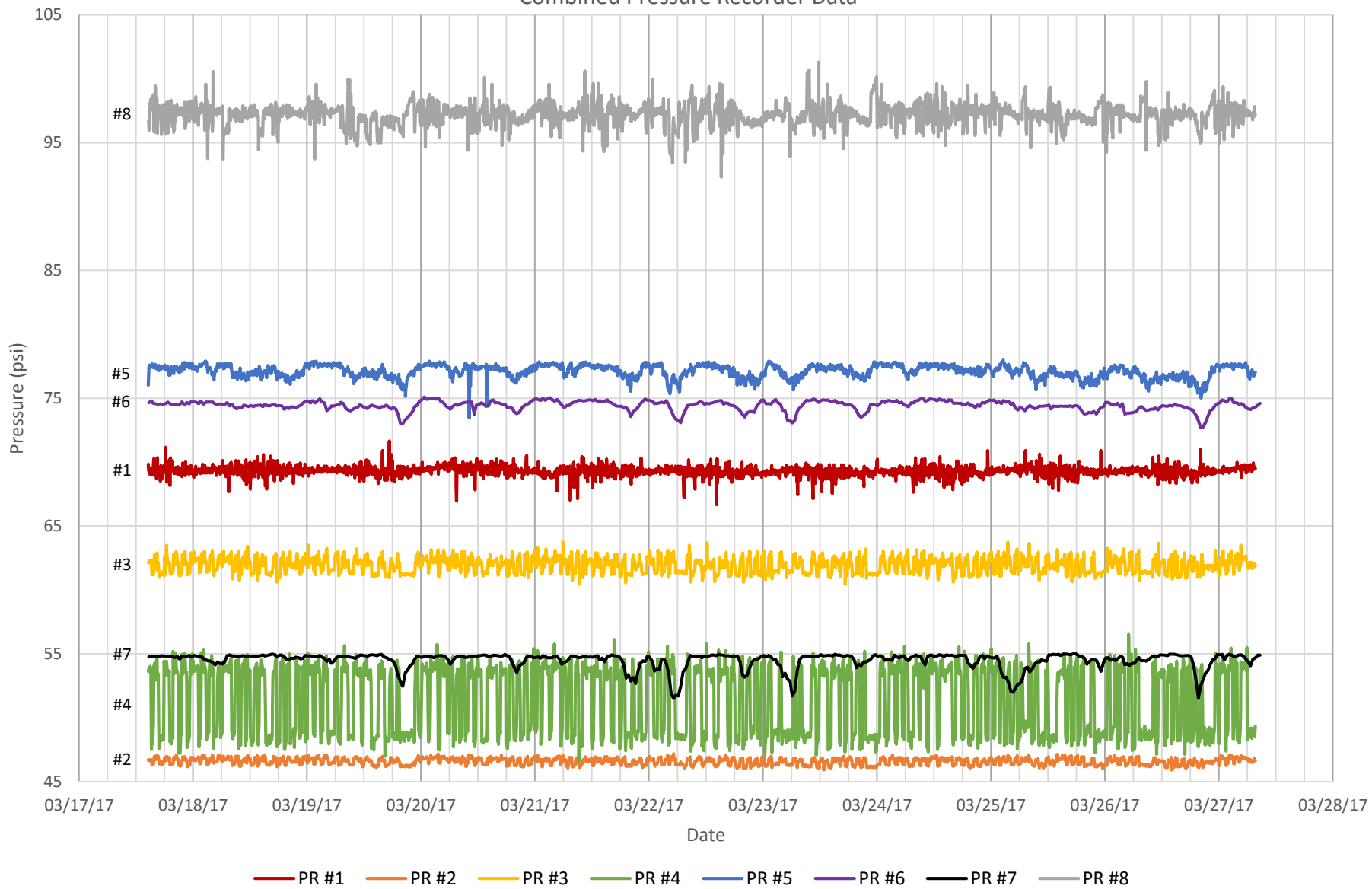


Figure B-3
City of Buda
Pressure Recorder #1
Car Wash on North Main. St.

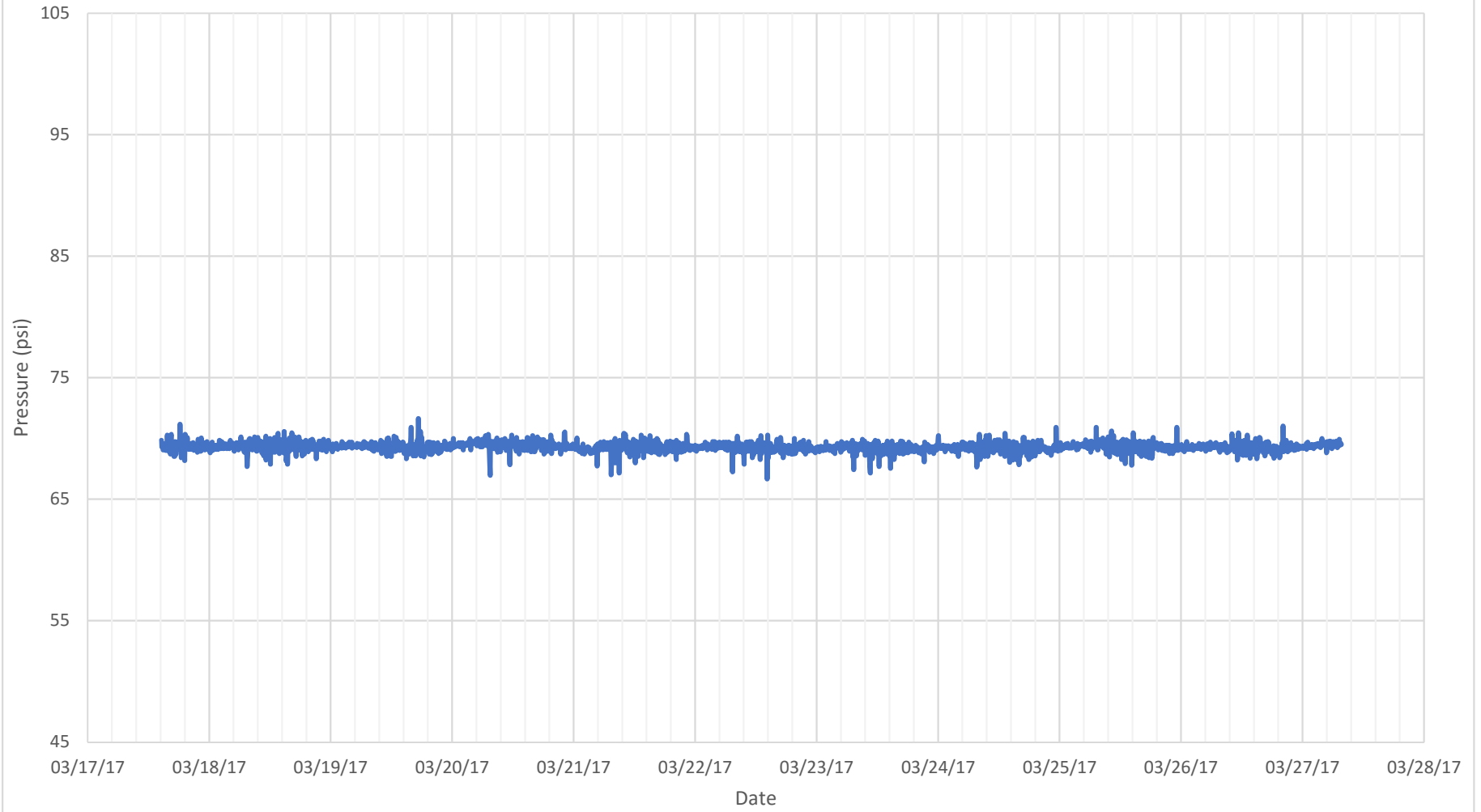


Figure B-4
City of Buda
Pressure Recorder #2
510 Bonita Vista

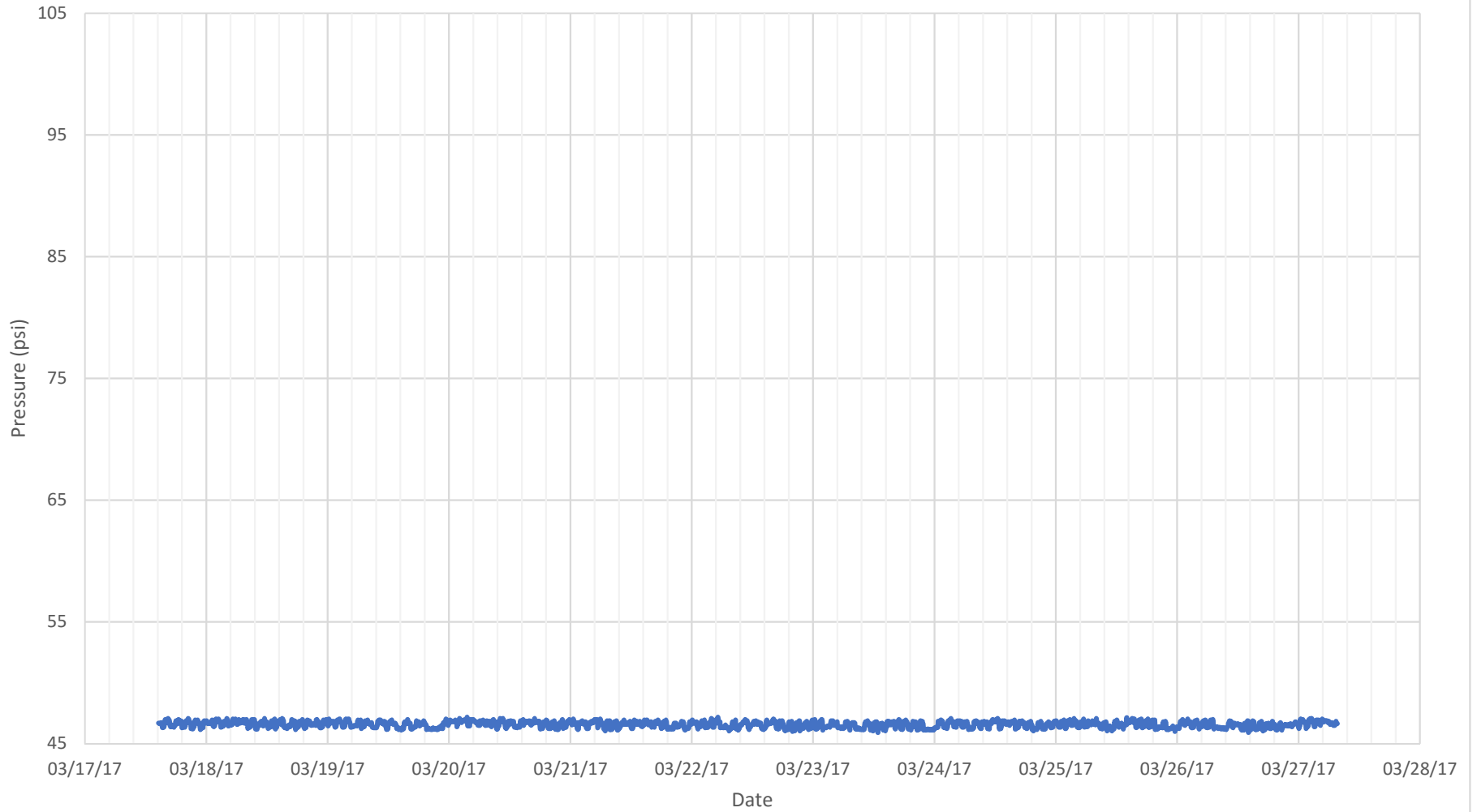


Figure B-5
City of Buda
Pressure Recorder #3
100 Houston St.

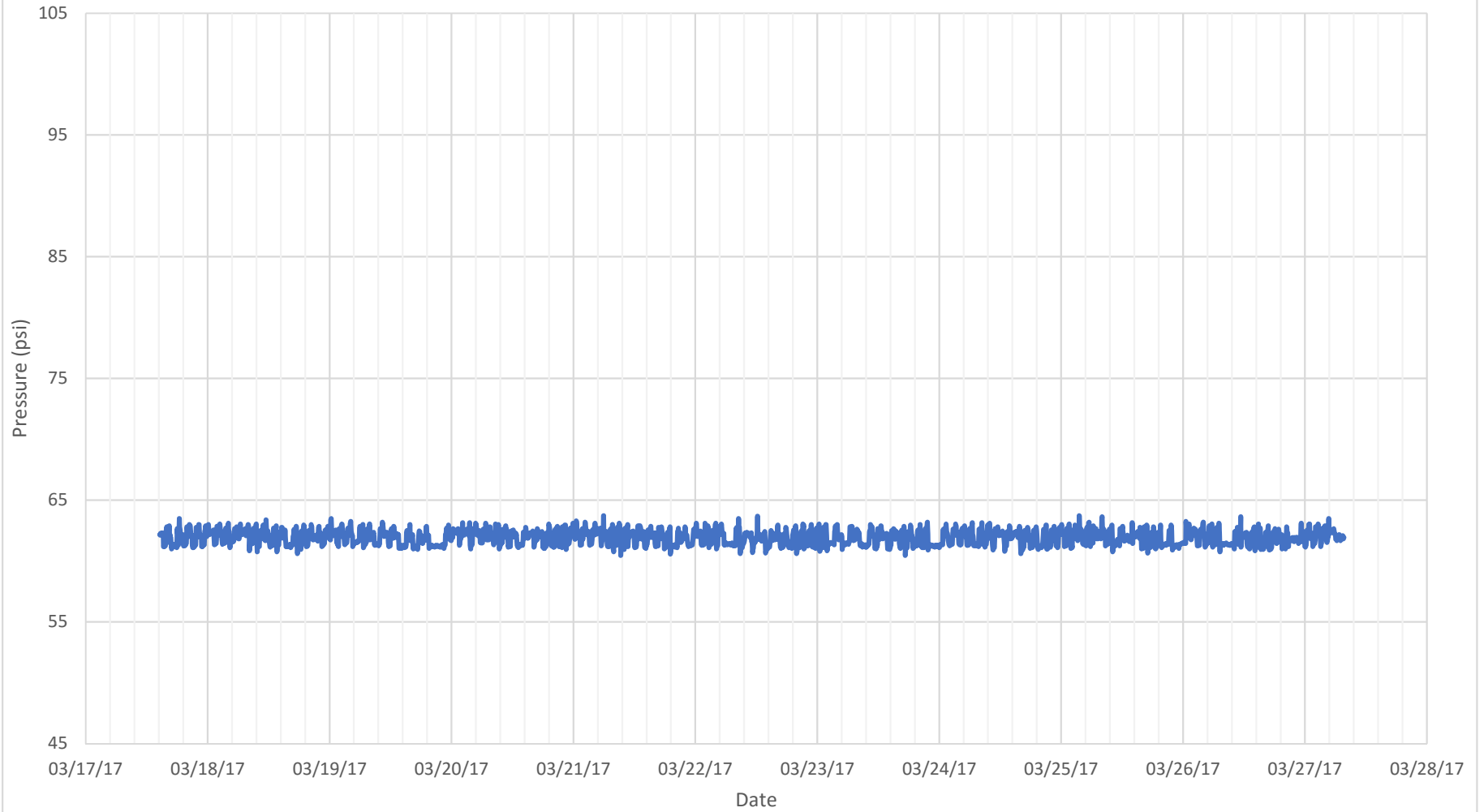


Figure B-6
City of Buda
Pressure Recorder #4
FM 973 West of White Oak Dr.

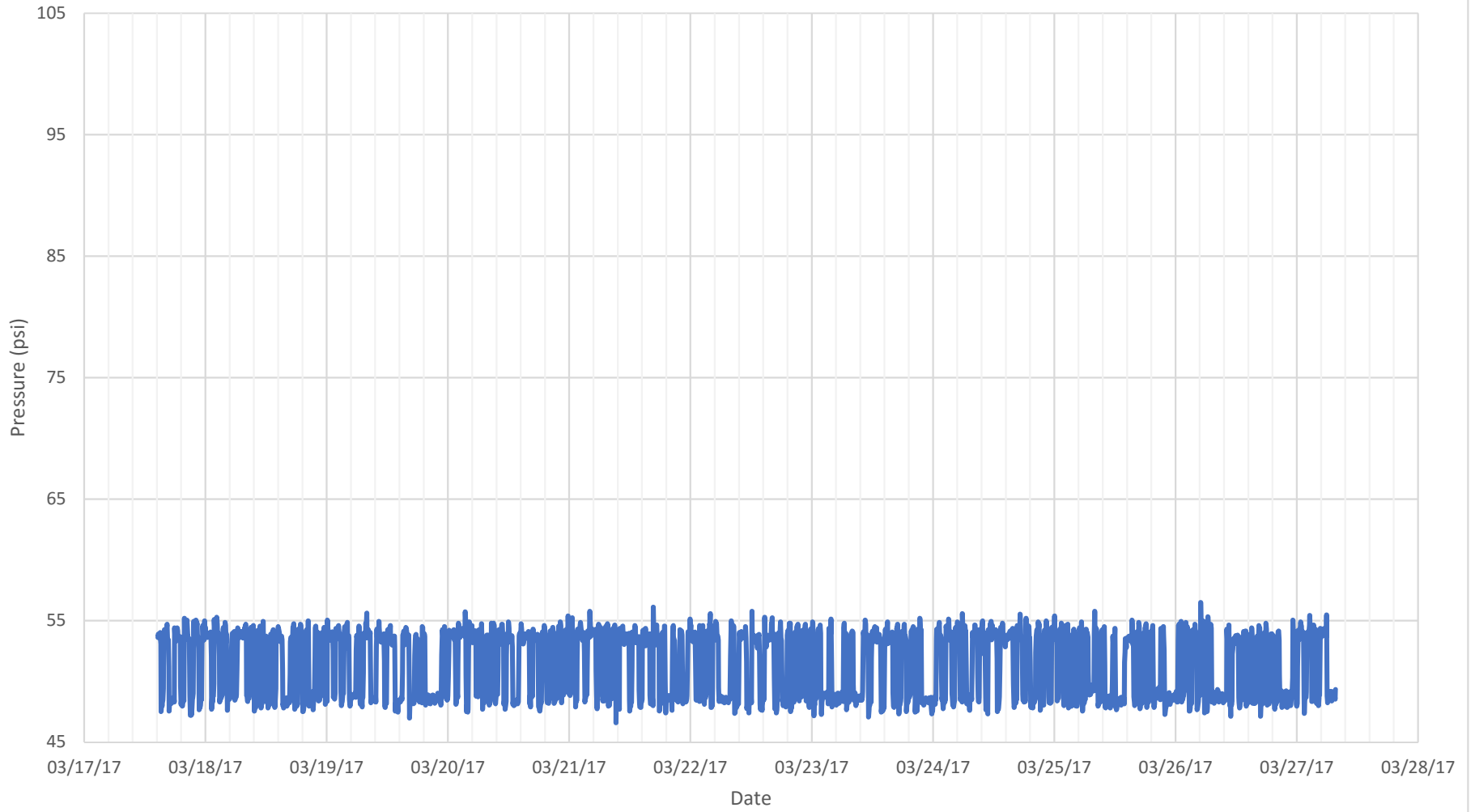


Figure B-7
City of Buda
Pressure Recorder #5
100 McKenna Cove

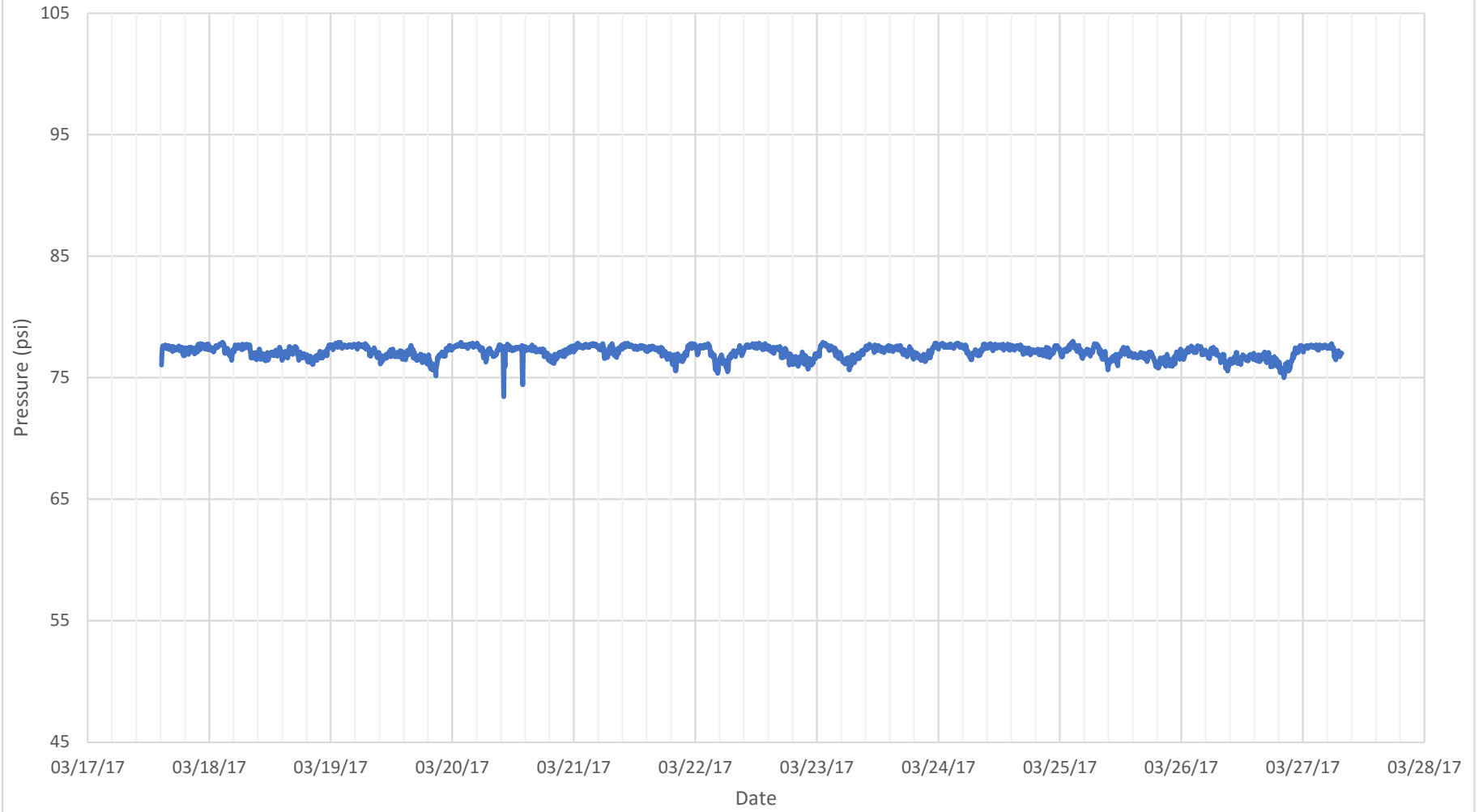


Figure B-8
City of Buda
Pressure Recorder #6
1012 Heep Run

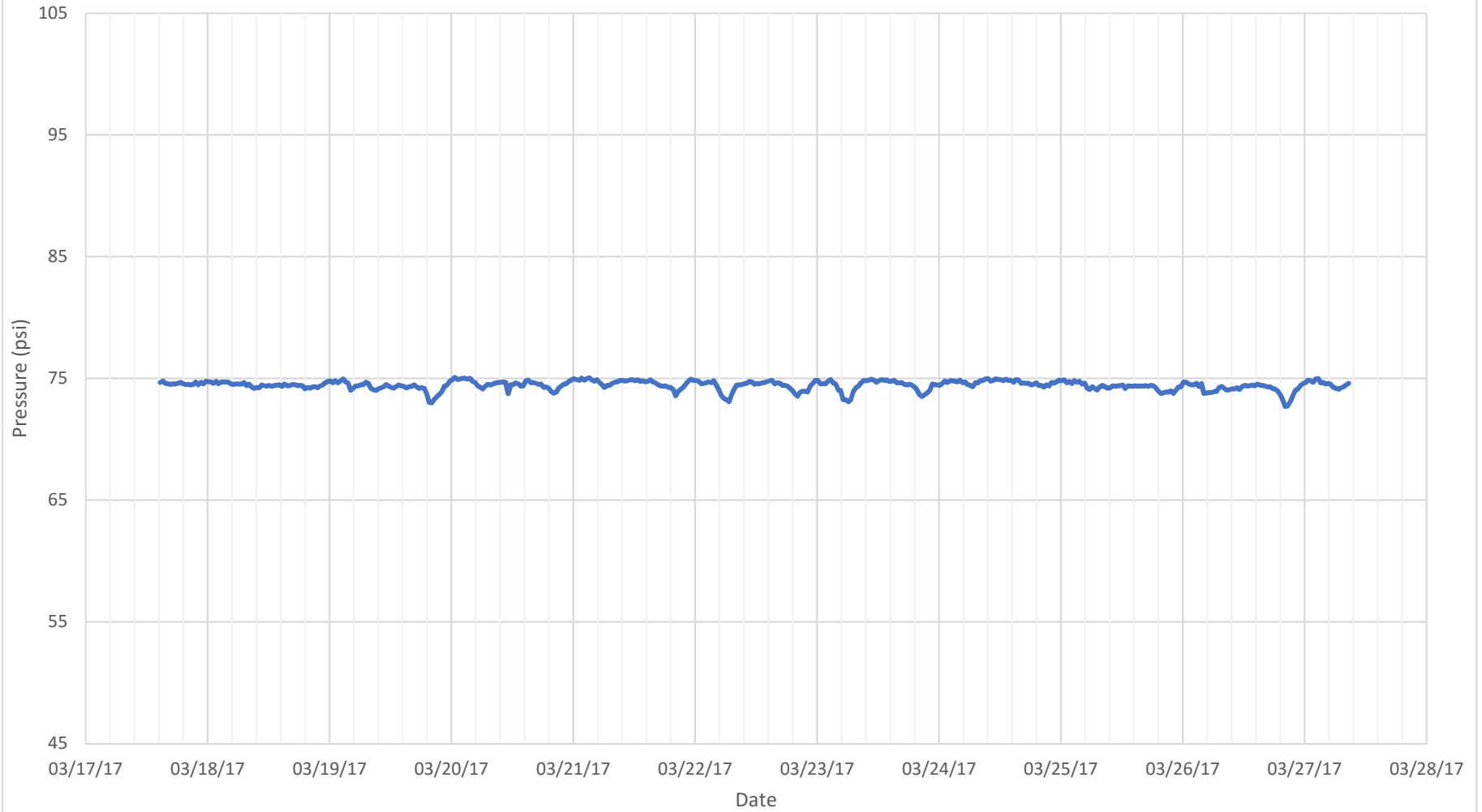


Figure B-9
City of Buda
Pressure Recorder #7
Cold Water Hollow, South of Ghost Creek

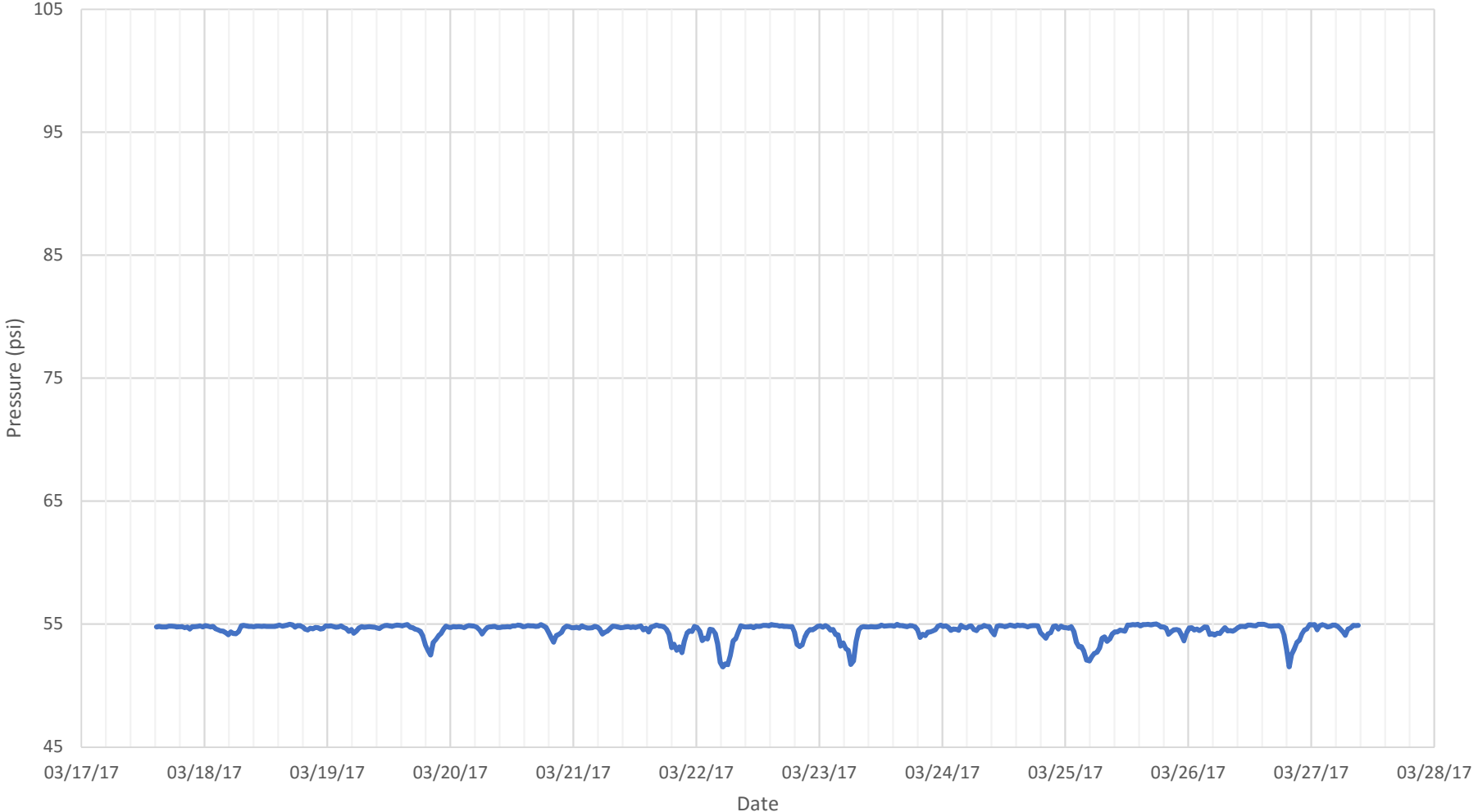
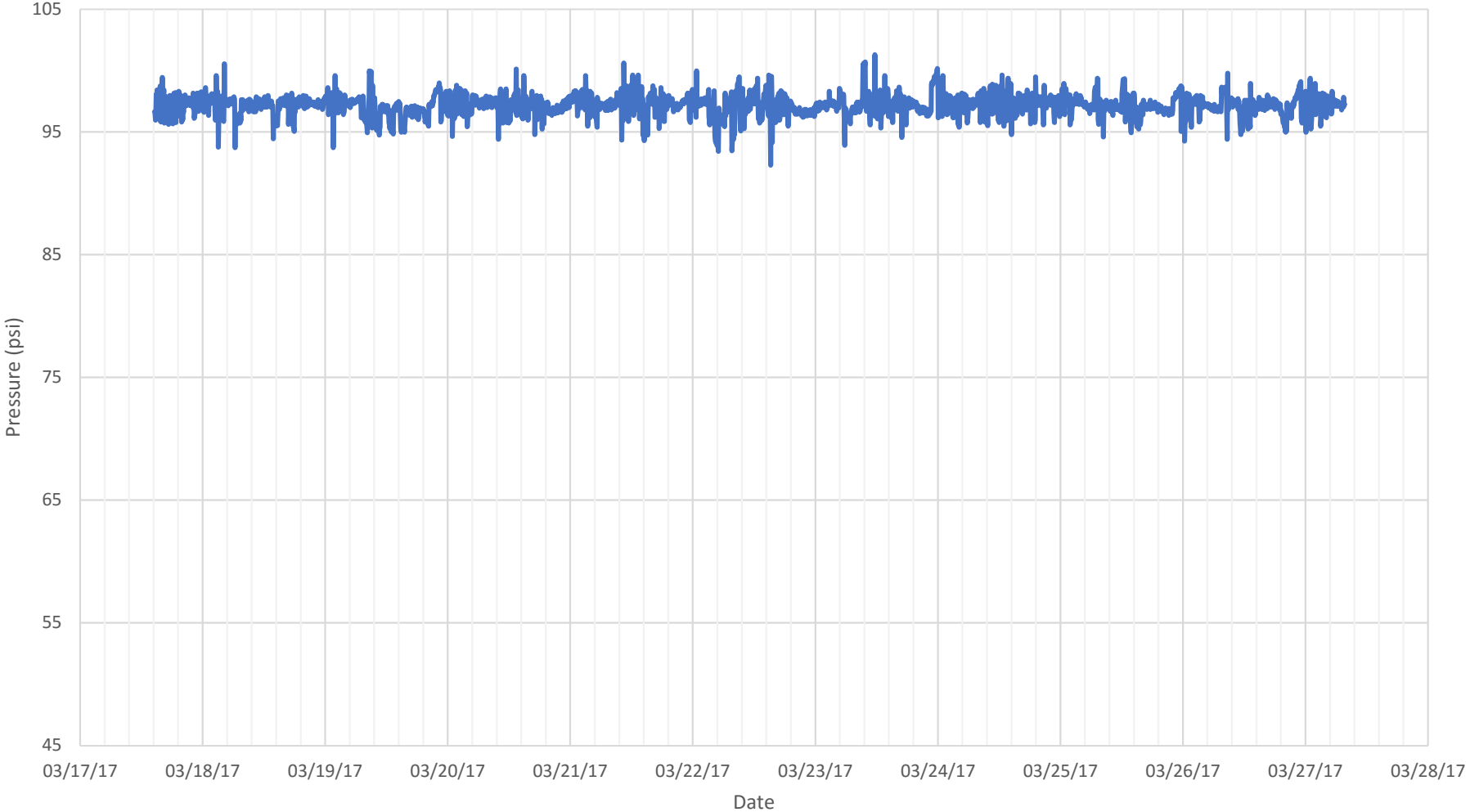


Figure B-10
City of Buda
Pressure Recorder #8
FM 967, Dahlstrom Middle School



Appendix C

Minimum Pressure and Available Fire Flow Maps

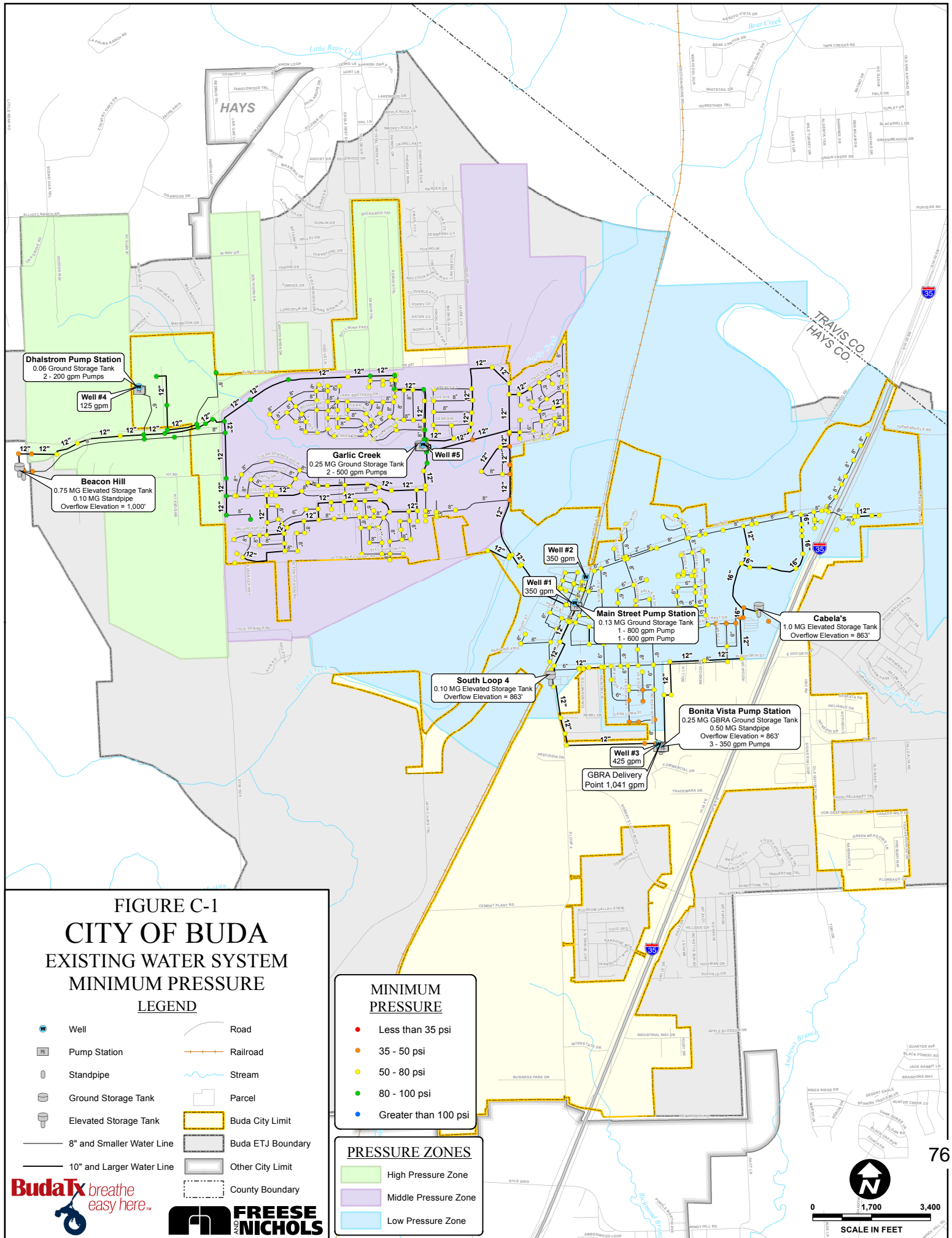


FIGURE C-1
CITY OF BUDA
EXISTING WATER SYSTEM
MINIMUM PRESSURE
LEGEND

- Well
- Pump Station
- Standpipe
- Ground Storage Tank
- Elevated Storage Tank
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Road
- Railroad
- Stream
- Parcel
- Buda City Limit
- Buda ETJ Boundary
- Other City Limit
- County Boundary

- MINIMUM PRESSURE**
- Less than 35 psi
 - 35 - 50 psi
 - 50 - 80 psi
 - 80 - 100 psi
 - Greater than 100 psi

- PRESSURE ZONES**
- High Pressure Zone
 - Middle Pressure Zone
 - Low Pressure Zone



76

0 1,700 3,400

SCALE IN FEET

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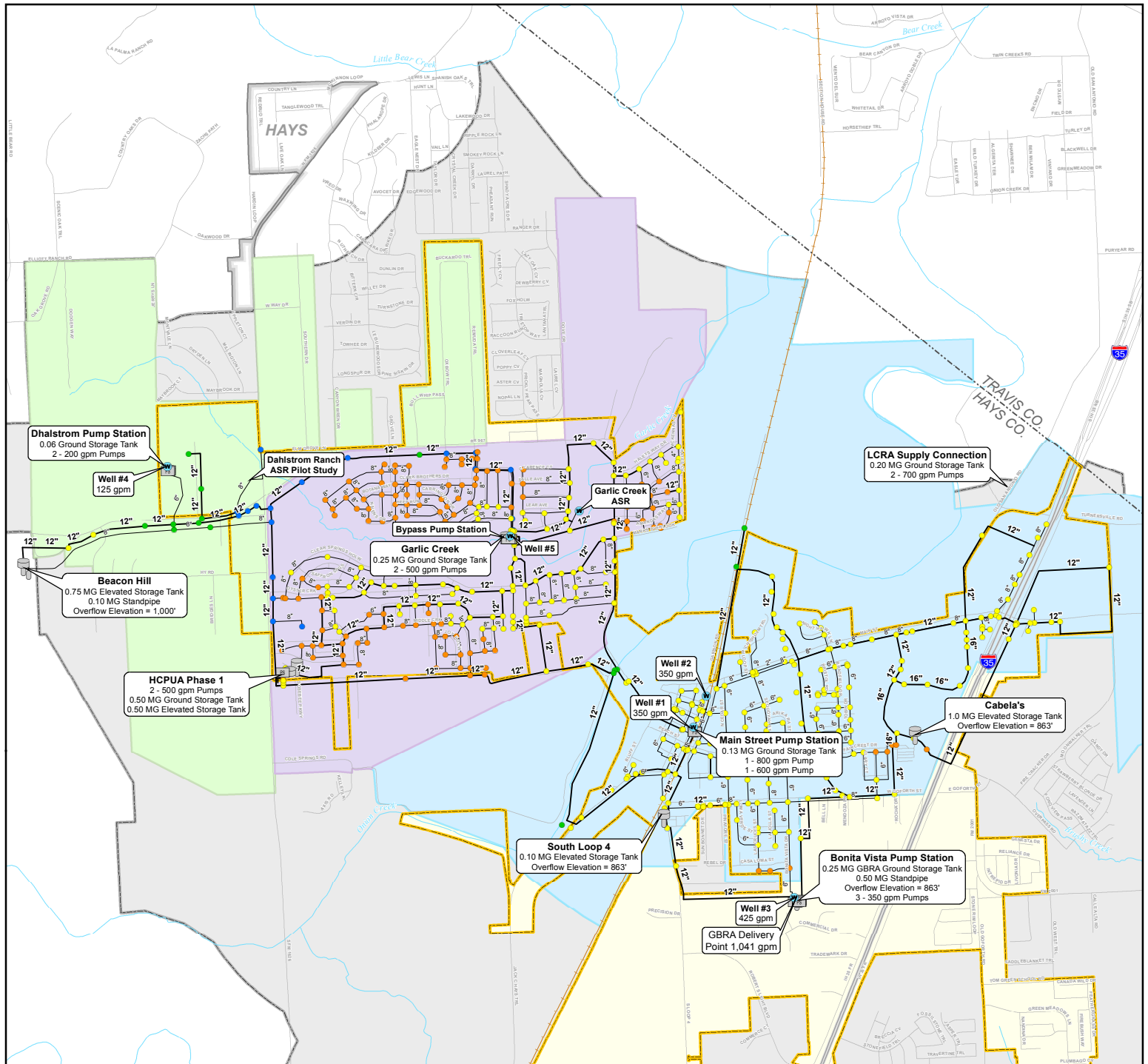


FIGURE C-2
CITY OF BUDA
2027 WATER SYSTEM
MINIMUM PRESSURE
LEGEND

- Well
- Pump Station
- Standpipe
- Ground Storage Tank
- Elevated Storage Tank
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Road
- Railroad
- Stream
- Parcel
- Buda City Limit
- Buda ETJ Boundary
- Other City Limit
- County Boundary

- MINIMUM PRESSURE**
- Less than 35 psi
 - 35 - 50 psi
 - 50 - 80 psi
 - 80 - 100 psi
 - Greater than 100 psi

- PRESSURE ZONES**
- High Pressure Zone
 - Middle Pressure Zone
 - Low Pressure Zone



77

0 1,700 3,400
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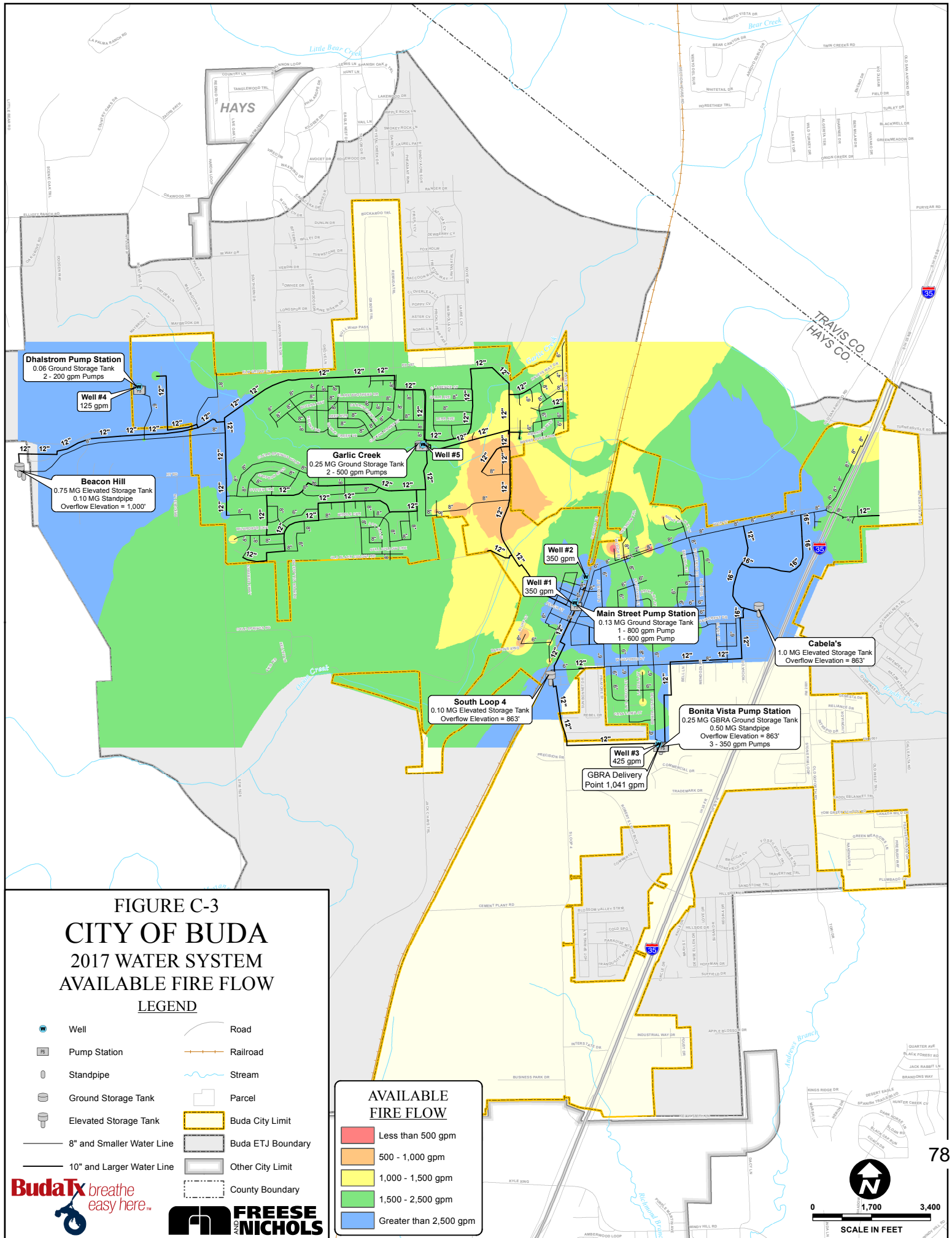


FIGURE C-3
CITY OF BUDA
2017 WATER SYSTEM
AVAILABLE FIRE FLOW
LEGEND

- Well
- Pump Station
- Standpipe
- Ground Storage Tank
- Elevated Storage Tank
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Road
- Railroad
- Stream
- Parcel
- Buda City Limit
- Buda ETJ Boundary
- Other City Limit
- County Boundary

AVAILABLE FIRE FLOW

- Less than 500 gpm
- 500 - 1,000 gpm
- 1,000 - 1,500 gpm
- 1,500 - 2,500 gpm
- Greater than 2,500 gpm



78

0 1,700 3,400
SCALE IN FEET

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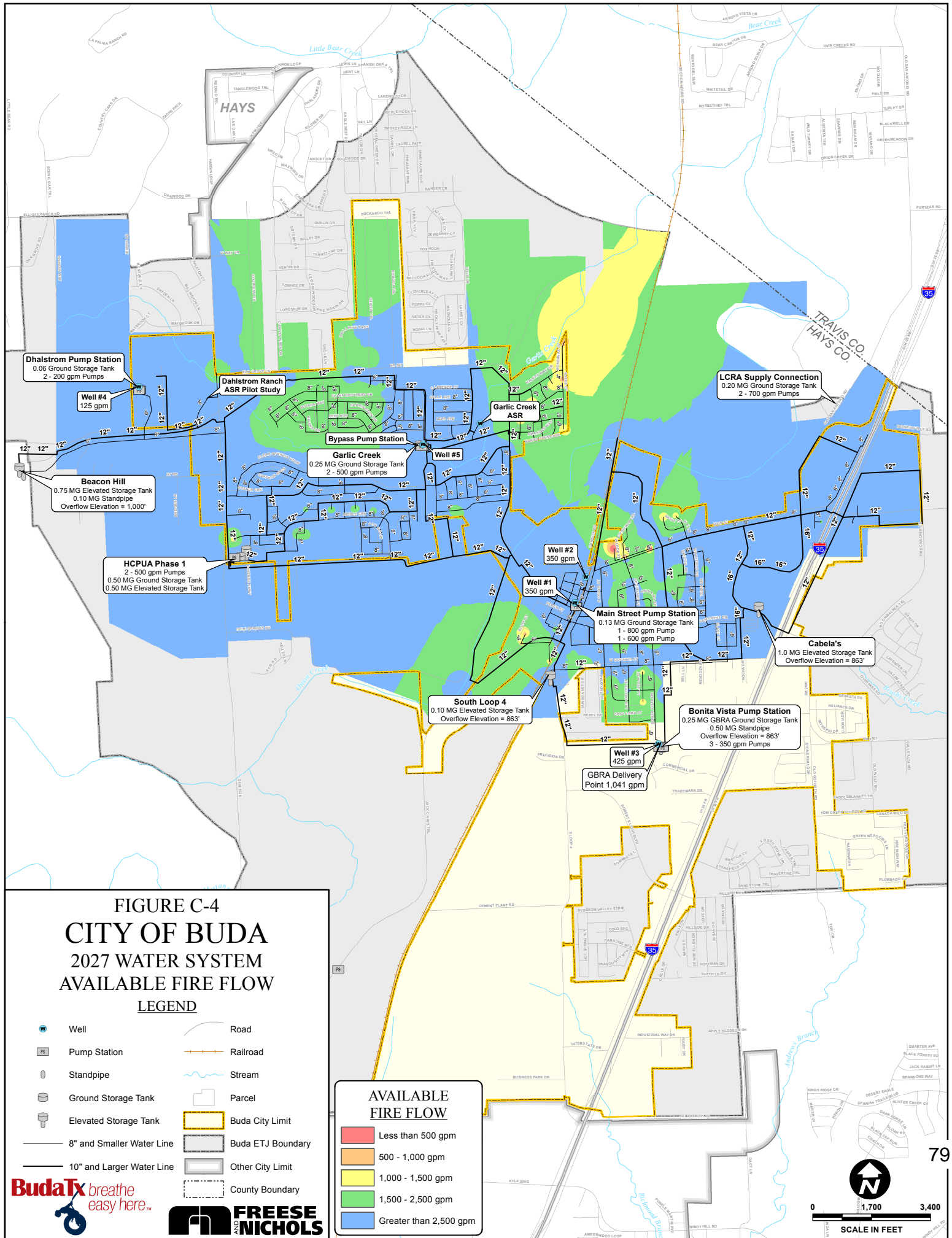


FIGURE C-4
CITY OF BUDA
2027 WATER SYSTEM
AVAILABLE FIRE FLOW
LEGEND

- Well
- Pump Station
- Standpipe
- Ground Storage Tank
- Elevated Storage Tank
- 8" and Smaller Water Line
- 10" and Larger Water Line
- Road
- Railroad
- Stream
- Parcel
- Buda City Limit
- Buda ETJ Boundary
- Other City Limit
- County Boundary

AVAILABLE FIRE FLOW

- Less than 500 gpm
- 500 - 1,000 gpm
- 1,000 - 1,500 gpm
- 1,500 - 2,500 gpm
- Greater than 2,500 gpm



79

0 1,700 3,400

SCALE IN FEET

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Appendix D

Water System Project Cost Estimates

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 1

Phase: 2027

Project Name: **FM 1626 12-inch Connector - Elm Grove ES to HCPUA Pump Station**

Project Description:

A new 12-inch water line along FM 1626 connecting the proposed pump station described in Project 2 to the existing 12-inch near Elm Grove Elementary School. This project must be completed before Projects 2 and 4 can be completed.

Project Drivers:

This project will provide additional transmission capacity to serve future growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	1,650	LF	\$ 108	\$ 178,200
2	Water Pavement Repair	1,650	LF	\$ 85	\$ 140,250
				SUBTOTAL:	\$ 318,500
			CONTINGENCY	25%	\$ 79,700
				SUBTOTAL:	\$ 398,200
			ENG/SURVEY	15%	\$ 59,800
				SUBTOTAL:	\$ 458,000
Estimated Project Total:					\$ 458,000

City of Buda



Capital Improvement Cost Estimate August 2017

Construction Project Number: **2** Phase: **2027**

Project Name: **Alliance Regional Water Authority (HCPUA) Phase 1 Pump Station**

Project Description:

A new 1.44 mgd pump station to serve the Middle Pressure Zone. The proposed 0.5 MG GST will receive supply from ARWA (formerly HCPUA). Project 1 must be completed before this project can be completed.

Project Drivers:

This project will provide additional supply in the Middle Pressure Zone to address an existing pumping capacity deficit.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Pump Station - New 1.44 MGD	1	LS	\$ 788,800	\$ 788,800
2	0.5 MG Ground Storage Tank	1	LS	\$ 835,000	\$ 835,000
				SUBTOTAL:	\$ 1,623,800
			CONTINGENCY	25%	\$ 406,000
				SUBTOTAL:	\$ 2,029,800
			ENG/SURVEY	15%	\$ 304,500
				SUBTOTAL:	\$ 2,334,300
Estimated Project Total:					\$ 2,334,300

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 3

Phase: 2027

Project Name: **East I-35 Loop 12-inch Water Line**

Project Description:

A new 12-inch water line near I-35 along Interstate 35 Frontage Road, Fire Cracker Drive, and Main Street. This project will replace the existing 8-inch water line along Main Street from Pit Stop Trace to Old San Antonio Road.

Project Drivers:

This project will provide capacity to serve future growth in the Low Pressure Zone.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	8,750	LF	\$ 108	\$ 945,000
2	20" Boring and Casing	600	LF	\$ 350	\$ 210,000
3	Water Pavement Repair	4,750	LF	\$ 85	\$ 403,750
				SUBTOTAL:	\$ 1,558,800
				CONTINGENCY	25%
					\$ 389,700
				SUBTOTAL:	\$ 1,948,500
				ENG/SURVEY	15%
					\$ 292,300
				SUBTOTAL:	\$ 2,240,800
Estimated Project Total:					\$ 2,240,800

Project Description:

A new 0.5 MG elevated storage tank to serve the Middle Pressure Zone. This project will be located on the same lot as Project 2. Project 1 must be completed before this project can be completed.

Project Drivers:

This project will provide adequate elevated storage capacity to serve customers in the Middle Pressure Zone through Buildout.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	0.5 MG Elevated Storage Tank	1	LS	\$ 2,150,000	\$ 2,150,000
				SUBTOTAL:	\$ 2,150,000
				CONTINGENCY	25%
					\$ 537,500
				SUBTOTAL:	\$ 2,687,500
				ENG/SURVEY	15%
					\$ 403,200
				SUBTOTAL:	\$ 3,090,700
Estimated Project Total:					\$ 3,090,700

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 5

Phase: 2027

Project Name: **Old Black Colony Road 12-inch Water Line and Pressure Reducing Valve**

Project Description:

A new 12-inch water line along Old Black Colony Road from FM 1626 to Cole Springs Road. Also included is a new 12-inch water line connecting the proposed 12-inch along Old Black Colony Road to the existing 12-inch water line along Coldwater Hollow. A pressure reducing valve along the line on Old Black Colony Road near Wright Way will provide supply from the Middle Pressure Zone to the Low Pressure Zone.

Project Drivers:

This project will provide operational flexibility and additional transmission capacity to serve future growth in the Middle and Low Pressure Zones.

Opinion of Probable Construction Cost					
ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Pressure Reducing Valve	1	LS	\$ 70,000	\$ 70,000
2	12" WL & Appurtenances	9,300	LF	\$ 108	\$ 1,004,400
3	Water Pavement Repair	8,700	LF	\$ 85	\$ 739,500
				SUBTOTAL:	\$ 1,813,900
			CONTINGENCY	25%	\$ 453,500
				SUBTOTAL:	\$ 2,267,400
			ENG/SURVEY	15%	\$ 340,200
				SUBTOTAL:	\$ 2,607,600
Estimated Project Total:					\$ 2,607,600

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 6

Phase: 2027

Project Name: **12-inch Connection from Enchanted Woods Trail to Old Black Colony Road**

Project Description:

A new 12-inch water line connecting the proposed 12-inch water line in Project 5 to the existing 8-inch water lines along Enchanted Woods Trail.

Project Drivers:

This project will provide service for future growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	1,750	LF	\$ 108	\$ 189,000
				SUBTOTAL:	\$ 189,000
				CONTINGENCY	25%
					\$ 47,300
				SUBTOTAL:	\$ 236,300
				ENG/SURVEY	15%
					\$ 35,500
				SUBTOTAL:	\$ 271,800
Estimated Project Total:					\$ 271,800

City of Buda



Capital Improvement Cost Estimate August 2017

Construction Project Number: 7 Phase: 2027

Project Name: **Cole Springs Road/Jack C. Hays Trail 12-inch Water Line**

Project Description:

A new 12-inch water line along Cole Springs Road and Jack C. Hays Trail.

Project Drivers:

This project will serve future growth in the Low Pressure Zone.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	7,150	LF	\$ 108	\$ 772,200
2	20" Boring and Casing	600	LF	\$ 350	\$ 210,000
3	Water Pavement Repair	6,900	LF	\$ 85	\$ 586,500
				SUBTOTAL:	\$ 1,568,700
				CONTINGENCY	25% \$ 392,200
				SUBTOTAL:	\$ 1,960,900
				ENG/SURVEY	15% \$ 294,200
				SUBTOTAL:	\$ 2,255,100
Estimated Project Total:					\$ 2,255,100

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 8

Phase: 2027

Project Name: **12-inch Loop from Cabela's to I-35**

Project Description:

A new 12-inch water line east of I-35 along Interstate 35 Frontage Road connecting the proposed 12-inch water line described in Project 3 to the existing 16-inch along Cabela's Drive near the Cabela's EST.

Project Drivers:

This project will serve future growth in the Low Pressure Zone.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	4,800	LF	\$ 108	\$ 518,400
2	20" Boring and Casing	600	LF	\$ 350	\$ 210,000
3	Water Pavement Repair	4,300	LF	\$ 85	\$ 365,500
SUBTOTAL:					\$ 1,093,900
			CONTINGENCY	25%	\$ 273,500
SUBTOTAL:					\$ 1,367,400
			ENG/SURVEY	15%	\$ 205,200
SUBTOTAL:					\$ 1,572,600
Estimated Project Total:					\$ 1,572,600

Capital Improvement Cost Estimate

August 2017

Construction Project Number: 9

Phase: 2027

Project Name: 12-inch Water Line along Garison Road to West Goforth Street Loop

Project Description:

A new 12-inch water line connecting to the existing 12-inch water line at the intersection of Garison Road and Houston Street, running along Garison Road, through Stagecoach Park and Bradfield Village Park, and connecting to the existing 12-inch water line along West Goforth Street. This project will replace the existing 6-inch water line along Garison Road from Houston Street to Main Street.

Project Drivers:

This project will provide improved connectivity and serve future growth in the Low Pressure Zone.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	11,950	LF	\$ 108	\$ 1,290,600
2	Water Pavement Repair	5,400	LF	\$ 85	\$ 459,000
SUBTOTAL:					\$ 1,749,600
	CONTINGENCY		25%	\$	437,400
SUBTOTAL:					\$ 2,187,000
	ENG/SURVEY		15%	\$	328,100
SUBTOTAL:					\$ 2,515,100
Estimated Project Total:					\$ 2,515,100

City of Buda



Capital Improvement Cost Estimate **August 2017**

Construction Project Number: 10 **Phase:** 2027

Project Name: 12-inch Water Line near Garlic Creek Pump Station

Project Description:

A new 12-inch water line near the existing Garlic Creek Pump Station in the Middle Pressure Zone. This project will connect the existing 12-inch lines along Cullen Boulevard to the existing 12-inch water line south of Garlic Creek Pump Station.

Project Drivers:

This project will provide increased connectivity and reliability for existing and future customers in the Middle Pressure Zone.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	400	LF	\$ 108	\$ 43,200
				SUBTOTAL:	\$ 43,200
				CONTINGENCY	25%
					\$ 10,800
				SUBTOTAL:	\$ 54,000
				ENG/SURVEY	15%
					\$ 8,100
				SUBTOTAL:	\$ 62,100
Estimated Project Total:					\$ 62,100

Capital Improvement Cost Estimate

August 2017

Construction Project Number: 11

Phase: 2027

Project Name: **12-inch West I-35 Loop**

Project Description:

A new 12-inch water line west of I-35 along Main Street and Old San Antonio Road. This project will replace the existing 8-inch water line along Main Street from Cabela's Drive to Old San Antonio, and connect to the existing 8-inch water line along the western Interstate 35 Frontage Road.

Project Drivers:

This project will provide capacity to serve future growth in the Low Pressure Zone.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	5,300	LF	\$ 108	\$ 572,400
2	Water Pavement Repair	3,900	LF	\$ 85	\$ 331,500
SUBTOTAL:					\$ 903,900
CONTINGENCY				25%	\$ 226,000
SUBTOTAL:					\$ 1,129,900
ENG/SURVEY				15%	\$ 169,500
SUBTOTAL:					\$ 1,299,400
Estimated Project Total:					\$ 1,299,400

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 12

Phase: 2027

Project Name: **Garlic Creek Aquifer Storage & Recovery**

Project Description:

This project, located in Cullen Country Park, will provide an additional 420 gpm in supply capacity during periods of peak demand, and allow the City to store excess water during periods of low demand.

Project Drivers:

This project will provide additional supply in the Middle Pressure Zone to serve future growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Aquifer Storage & Recovery Facility - 0.60 MGD	1	LS	\$ 3,287,000	\$ 3,287,000
				SUBTOTAL:	\$ 3,287,000
				CONTINGENCY	25%
				SUBTOTAL:	\$ 4,108,800
				ENG/SURVEY	15%
				SUBTOTAL:	\$ 4,725,200
Estimated Project Total:					\$ 4,725,200

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 13

Phase: 2027

Project Name: **12-inch Main Street Water Line**

Project Description:

A new 12-inch water line replacing the existing 8-inch water line along Main Street from the proposed 12-inch water line described in Project 9 to Old San Antonio Road.

Project Drivers:

This project will provide capacity to serve future growth in the Low Pressure Zone.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" WL & Appurtenances	4,800	LF	\$ 108	\$ 518,411
2	Water Pavement Repair	4,800	LF	\$ 85	\$ 408,009
				SUBTOTAL:	\$ 926,500
				CONTINGENCY	25%
					\$ 231,700
				SUBTOTAL:	\$ 1,158,200
				ENG/SURVEY	15%
					\$ 173,800
				SUBTOTAL:	\$ 1,332,000
Estimated Project Total:					\$ 1,332,000

City of Buda



Capital Improvement Cost Estimate **August 2017**

Construction Project Number: 14 **Phase:** 2027

Project Name: **ARWA Phase 1A & 1B Infrastructure**

Project Description:

This project includes a transmission line and booster pump station that will supply Buda with an additional 0.68 mgd of supply capacity via a new groundwater supply source from the Carrizo Aquifer in Caldwell County.

Project Drivers:

This project will provide additional supply in the Middle Pressure Zone to address an existing pumping capacity deficit.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	ARWA Phase 1A Facilities	1	LS	\$ 2,369,113	\$ 2,369,113
2	ARWA Phase 1B Facilities	1	LS	\$ 10,110,009	\$ 10,110,009
				SUBTOTAL:	\$ 12,479,122
			CONTINGENCY	25%	\$ 3,119,780.52
				SUBTOTAL:	\$ 15,598,903
			ENG/SURVEY	15%	\$ 2,339,835.39
				SUBTOTAL:	\$ 17,938,738
Estimated Project Total:					\$ 17,938,738

Appendix E

Wastewater System Project Cost Estimates



City of Buda

Capital Improvement Cost Estimate

August 2017

Construction Project Number: 1

Phase: 2027

Project Name: **Wastewater Treatment Plant Expansion**

Project Description:

Expand the wastewater treatment plant from 1.5 MGD to 3.5 MGD.

Project Drivers:

This project will provide additional treatment capacity to serve growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	2.0 MGD WWTP Expansion	1	EA	\$ 15,921,300	\$ 15,921,300
				SUBTOTAL:	\$ 15,921,300
			CONTINGENCY	25%	\$ 3,980,400
				SUBTOTAL:	\$ 19,901,700
			ENG/SURVEY	15%	\$ 2,985,300
				SUBTOTAL:	\$ 22,887,000
Estimated Project Total:					\$ 22,887,000

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 2

Phase: 2027

Project Name: **Meadows at Buda Lift Station Rehabilitation and Expansion**

Project Description:

Replace the existing pumps in the Meadows at Buda Lift Station.

Project Drivers:

This project will provide additional capacity to serve new growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	Lift Station Rehabilitation	1	LS	\$ 134,200	\$ 134,200
				SUBTOTAL:	\$ 134,200
				CONTINGENCY	25%
					\$ 33,600
				SUBTOTAL:	\$ 167,800
				ENG/SURVEY	15%
					\$ 25,200
				SUBTOTAL:	\$ 193,000
				Estimated Project Total:	\$ 193,000

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 3

Phase: 2027

Project Name: **12-inch Sportsplex Sewer Line Upsize**

Project Description:

A 12-inch wastewater line replacing the existing 8-inch from Buda Sportsplex Drive to FM 1626.

Project Drivers:

This project provides additional capacity to serve growth in the Dahlstrom and Garlic Creek Basins.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" Pipe	2,250	LF	\$ 120	\$ 270,000
2	48" Diameter Manhole	6	EA	\$ 5,000	\$ 28,125
3	Sewer Pavement Repair	200	LF	\$ 85	\$ 17,000
				SUBTOTAL:	\$ 315,200
				CONTINGENCY	25% \$ 78,800
				SUBTOTAL:	\$ 394,000
				ENG/SURVEY	15% \$ 59,100
				SUBTOTAL:	\$ 453,100
Estimated Project Total:					\$ 453,100

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 4

Phase: 2027

Project Name: 30-inch Wastewater Line

Project Description:

A 30-inch wastewater line south of the wastewater treatment plant replacing the existing 10-inch gravity line.

Project Drivers:

This project replaces an undersized wastewater line and provides capacity to serve growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	30" Pipe	1,840	LF	\$ 300	\$ 552,000
2	72" Diameter Manhole	5	EA	\$ 6,000	\$ 27,600
3	Sewer Pavement Repair	1,840	LF	\$ 85	\$ 156,400
				SUBTOTAL:	\$ 736,000
				CONTINGENCY	25%
					\$ 184,000
				SUBTOTAL:	\$ 920,000
				ENG/SURVEY	15%
					\$ 138,000
				SUBTOTAL:	\$ 1,058,000
Estimated Project Total:					\$ 1,058,000

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 5

Phase: 2027

Project Name: **New Nighthawk Lift Station**

Project Description:

A new 4,300 gpm lift station to replace the existing Nighthawk Lift Station.

Project Drivers:

This project replaces an aging asset and provides capacity to service growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	4,300 gpm Lift Station	1	LS	\$ 1,999,500	\$ 1,999,500
				SUBTOTAL:	\$ 1,999,500
				CONTINGENCY	25%
					\$ 499,900
				SUBTOTAL:	\$ 2,499,400
				ENG/SURVEY	15%
					\$ 375,000
				SUBTOTAL:	\$ 2,874,400
Estimated Project Total:					\$ 2,874,400



City of Buda

Capital Improvement Cost Estimate

August 2017

Construction Project Number: 6

Phase: 2027

Project Name: **Northeast IH-35 12" Wastewater Interceptor**

Project Description:

A new 12-inch wastewater line along the eastern frontage road of Interstate 35 north of Main Street East and crossing under Interstate 35.

Project Drivers:

This project will provide capacity to serve growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" Pipe	1,880	LF	\$ 120	\$ 225,600
2	48" Diameter Manhole	5	EA	\$ 5,000	\$ 23,500
3	20" Boring and Casing	600	LF	\$ 260	\$ 156,000
				SUBTOTAL:	\$ 405,100
				CONTINGENCY	25%
					\$ 101,300
				SUBTOTAL:	\$ 506,400
				ENG/SURVEY	15%
					\$ 76,000
				SUBTOTAL:	\$ 582,400
Estimated Project Total:					\$ 582,400

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 7

Phase: 2027

Project Name: **Northwest IH-35 15" Wastewater Interceptor**

Project Description:

A new 15-inch wastewater line on the western side of Interstate 35 north of Main Street East and along Main Street to the Dorsett Lift Station.

Project Drivers:

This project provides additional capacity to serve growth along Interstate 35.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	15" Pipe	5,020	LF	\$ 150	\$ 753,000
2	60" Diameter Manhole	13	EA	\$ 6,000	\$ 75,300
3	Sewer Pavement Repair	400	LF	\$ 85	\$ 34,000
				SUBTOTAL:	\$ 862,300
				CONTINGENCY	25%
					\$ 215,600
				SUBTOTAL:	\$ 1,077,900
				ENG/SURVEY	15%
					\$ 161,700
				SUBTOTAL:	\$ 1,239,600
Estimated Project Total:					\$ 1,239,600

Capital Improvement Cost Estimate

August 2017

Construction Project Number: 8

Phase: 2027

Project Name: **Stonefield Interceptor Replacement**

Project Description:

Replace the existing Stonefield Interceptor with a 15-inch gravity line from Glenview Lane to Roseberry Street and an 18-inch from Roseberry Street to the new Night Hawk Lift Station.

Project Drivers:

This project replaces an undersized asset and provides capacity to serve future growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	18" Pipe	600	LF	\$ 180	\$ 108,000
2	15" Pipe	10,200	LF	\$ 150	\$ 1,530,000
3	60" Diameter Manhole	27	EA	\$ 6,000	\$ 162,000
4	24" Boring and Casing	600	LF	\$ 420	\$ 252,000
5	Sewer Pavement Repair	2,300	LF	\$ 85	\$ 195,500
SUBTOTAL:					\$ 2,247,500
	CONTINGENCY			25%	\$ 561,900
SUBTOTAL:					\$ 2,809,400
	ENG/SURVEY			15%	\$ 421,500
SUBTOTAL:					\$ 3,230,900
Estimated Project Total:					\$ 3,230,900

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 9

Phase: 2027

Project Name: **Meadow Parks Lift Station Expansion**

Project Description:

Expand the Meadow Parks Lift Station to a firm capacity of 675 gpm.

Project Drivers:

This project will serve growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	500 gpm Lift Station Expansion	1	EA	\$ 250,000	\$ 250,000
2	8" Force Main	1,290	LF	\$ 72	\$ 92,880
SUBTOTAL:					\$ 342,900
	CONTINGENCY			25%	\$ 85,800
SUBTOTAL:					\$ 428,700
	ENG/SURVEY			15%	\$ 64,400
SUBTOTAL:					\$ 493,100
Estimated Project Total:					\$ 493,100



City of Buda

Capital Improvement Cost Estimate

August 2017

Construction Project Number: 10

Phase: 2027

Project Name: **Proposed FM 2001 Lift Station**

Project Description:

New lift station in the FM 2001 basin with a firm capacity of 525 gpm and a 6-inch force main to the Meadow Park Lift Station.

Project Drivers:

This project will serve new growth in the FM 2001 basin.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	525 gpm Lift Station	1	EA	\$ 682,500	\$ 682,500
2	8" Force Main	5,570	LF	\$ 72	\$ 401,040
3	Sewer Pavement Repair	200	LF	\$ 85	\$ 17,000
				SUBTOTAL:	\$ 1,100,600
				CONTINGENCY	25%
					\$ 275,200
				SUBTOTAL:	\$ 1,375,800
				ENG/SURVEY	15%
					\$ 206,400
				SUBTOTAL:	\$ 1,582,200
Estimated Project Total:					\$ 1,582,200

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 11

Phase: 2027

Project Name: Meadows at Buda Lift Station Expansion and Force Main

Project Description:

Upgrade pumps and electrical at the Meadows of Buda Lift Station and build a new force main to the 30-inch gravity line south of the Wastewater Treatment Plant.

Project Drivers:

This project will expand the lift station to serve growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	700 gpm Lift Station Expansion	1	EA	\$ 336,000	\$ 336,000
2	12" Force Main	14,700	LF	\$ 108	\$ 1,587,600
3	20" Boring and Casing	200	LF	\$ 260	\$ 52,000
4	Sewer Pavement Repair	600	LF	\$ 85	\$ 51,000
				SUBTOTAL:	\$ 2,026,600
			CONTINGENCY	25%	\$ 506,700
				SUBTOTAL:	\$ 2,533,300
			ENG/SURVEY	15%	\$ 380,000
				SUBTOTAL:	\$ 2,913,300
				Estimated Project Total:	\$ 2,913,300

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 12

Phase: 2027

Project Name: **Overlook Park Lift Station Expansion**

Project Description:

Expand the Overlook Park Lift Station to a firm capacity of 3,425 gpm and replace the existing force main with a 16-inch force main to the WWTP.

Project Drivers:

This project will allow for future growth in the Onion Creek basin.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	2,700 gpm Lift Station Expansion	1	EA	\$ 1,269,000	\$ 1,269,000
2	16" Force Main	3,950	LF	\$ 144	\$ 568,800
3	30" Boring and Casing	200	LF	\$ 360	\$ 72,000
4	Sewer Pavement Repair	200	LF	\$ 85	\$ 17,000
				SUBTOTAL:	\$ 1,926,800
				CONTINGENCY	25%
					\$ 481,700
				SUBTOTAL:	\$ 2,408,500
				ENG/SURVEY	15%
					\$ 361,300
				SUBTOTAL:	\$ 2,769,800
				Estimated Project Total:	\$ 2,769,800

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 13

Phase: 2027

Project Name: **8/12-inch FM 967 Wastewater Line**

Project Description:

8/12-inch gravity line along FM 967 replacing the existing 10-inch gravity line from the Garlic Creek Lift Station and extending west to Bullwhip Pass.

Project Drivers:

This project serves future growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" Pipe	6,080	LF	\$ 120	\$ 729,600
2	8" Pipe	350	LF	\$ 80	\$ 28,000
3	48" Diameter Manhole	16	EA	\$ 5,000	\$ 80,375
4	Sewer Pavement Repair	500	LF	\$ 85	\$ 42,500
				SUBTOTAL:	\$ 880,500
				CONTINGENCY	25%
					\$ 220,200
				SUBTOTAL:	\$ 1,100,700
				ENG/SURVEY	15%
					\$ 165,200
				SUBTOTAL:	\$ 1,265,900
Estimated Project Total:					\$ 1,265,900

City of Buda



Capital Improvement Cost Estimate

August 2017

Construction Project Number: 14

Phase: 2027

Project Name: **Proposed Lift Station West of IH-35**

Project Description:

A new lift station with a firm capacity of 320 gpm west of Interstate 35 and a 6-inch force main to Main Street.

Project Drivers:

This project will serve future growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	320 gpm Lift Station	1	EA	\$ 512,000	\$ 512,000
2	6" Force Main	2,220	LF	\$ 54	\$ 119,880
3	Sewer Pavement Repair	200	LF	\$ 85	\$ 17,000
				SUBTOTAL:	\$ 648,900
	CONTINGENCY			25%	\$ 162,300
				SUBTOTAL:	\$ 811,200
	ENG/SURVEY			15%	\$ 121,700
				SUBTOTAL:	\$ 932,900
				Estimated Project Total:	\$ 932,900



City of Buda

Capital Improvement Cost Estimate

August 2017

Construction Project Number: 15

Phase: 2027

Project Name: **10/12-inch Gravity Line East of Garison Road**

Project Description:

A new 10/12-inch gravity line west of Garison Road and under Onion Creek to the Proposed Lift Station.

Project Drivers:

This project will serve new growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" Pipe	1,000	LF	\$ 120	\$ 120,000
2	10" Pipe	4,710	LF	\$ 100	\$ 471,000
3	48" Diameter Manhole	14	EA	\$ 5,000	\$ 71,375
4	20" Boring and Casing	400	LF	\$ 260	\$ 104,000
				SUBTOTAL:	\$ 766,400
CONTINGENCY				25%	\$ 191,600
				SUBTOTAL:	\$ 958,000
ENG/SURVEY				15%	\$ 143,700
				SUBTOTAL:	\$ 1,101,700
Estimated Project Total:					\$ 1,101,700



City of Buda

Capital Improvement Cost Estimate

August 2017

Construction Project Number: 16

Phase: 2027

Project Name: **8-inch Gravity Line along Garison Road**

Project Description:

A new 8-inch gravity line along Garison Road.

Project Drivers:

This project will serve new growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	8" Pipe	3,740	LF	\$ 80	\$ 299,200
2	48" Diameter Manhole	9	EA	\$ 5,000	\$ 46,753
3	20" Boring and Casing	200	LF	\$ 260	\$ 52,000
4	Sewer Pavement Repair	200	LF	\$ 85	\$ 17,000
				SUBTOTAL:	\$ 415,000
				CONTINGENCY	25%
					\$ 103,800
				SUBTOTAL:	\$ 518,800
				ENG/SURVEY	15%
					\$ 77,900
				SUBTOTAL:	\$ 596,700
Estimated Project Total:					\$ 596,700



City of Buda

Capital Improvement Cost Estimate August 2017

Construction Project Number: 17 Phase: 2027

Project Name: **12-inch Gravity Line to the Bailey Tract**

Project Description:

A new 12-inch wastewater line north of the Garlic Creek Lift Station to serve the Bailey Tract

Project Drivers:

This project will serve new growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	12" Pipe	3,880	LF	\$ 120	\$ 465,600
2	48" Diameter Manhole	10	EA	\$ 5,000	\$ 48,500
3	Sewer Pavement Repair	200	LF	\$ 85	\$ 17,000
				SUBTOTAL:	\$ 531,100
				CONTINGENCY	25%
					\$ 132,800
				SUBTOTAL:	\$ 663,900
				ENG/SURVEY	15%
					\$ 99,600
				SUBTOTAL:	\$ 763,500
Estimated Project Total:					\$ 763,500



City of Buda

Capital Improvement Cost Estimate

August 2017

Construction Project Number: 19

Phase: 2027

Project Name: **Onion Creek Gravity Line**

Project Description:

A new 15/21-inch gravity line in the Onion Creek Basin.

Project Drivers:

This project will serve new growth.

Opinion of Probable Construction Cost

ITEM	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1	21" Pipe	7,890	LF	\$ 210	\$ 1,656,900
2	15" Pipe	2,170	LF	\$ 150	\$ 325,508
3	60" Diameter Manhole	25	EA	\$ 6,000	\$ 150,901
4	Sewer Pavement Repair	400	LF	\$ 85	\$ 34,000
SUBTOTAL:					\$ 2,167,400
			CONTINGENCY	25%	\$ 541,900
SUBTOTAL:					\$ 2,709,300
			ENG/SURVEY	15%	\$ 406,400
SUBTOTAL:					\$ 3,115,700
Estimated Project Total:					\$ 3,115,700



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-666-

Contact: Chance Sparks

Subject: Adoption of an Ordinance of the City of Buda, Texas, on second reading amending Chapter 16 of the Code Ordinances adopting water and wastewater impact fees; setting the actual and maximum impact fee rates; providing for impact fee accounts and use of funds; providing for a penalty; providing for severability; providing for a savings clause; repealing conflicting ordinances or resolutions; and providing for an effective date (City Engineer John Nett, Assistant City Manager Chance Sparks)

1. Executive Summary

In late 2016, the City of Buda initiated the process to update water and wastewater impact fees, as required by Chapter 395 of the Texas Local Government Code. Freese & Nichols was hired to provide expertise in preparation of the fees. The Planning & Zoning Commission, plus supplementary member from the ETJ Lori Bible, was named the Capital Improvements Advisory Committee (Impact Fee Advisory Committee). The City has satisfied Chapter 395 of the Texas Local Government Code, as amended, in the notice, adoption, promulgation, and methodology necessary to adopt water and wastewater impact fees. The proposed maximum impact fees increase water impact fees from \$2,187 per service unit to \$3,595 per service unit. Likewise, sewer impact fees increase from \$2,531 per service unit to \$3,515 per service unit. The Capital Improvements Advisory Committee (Impact Fee Advisory Committee) has recommended adoption of the maximum impact fee.

The City Council approved the ordinance on first reading September 19, 2017.

2. Background/History

Impact fees are governed by Chapter 395 of Local Government Code, and are limited to: Water, Wastewater, Roadway & Stormwater/Drainage. An impact fee is a one-time charge assessed to new development for a portion of costs related to a specific capital improvement program. It can fund certain new facilities or expansions and recoupment of certain capital improvement costs. With the exception of roads, impact fees can be applied in the city limits and ETJ. Philosophically, impact fees are grounded in the concept that growth should help pay its own way, and that holistic, regional approaches to service provision are more efficient & effective means for cities to provide critical services. Likewise, in conjunction with municipal development requirements for development impact (TIAs, etc.), impact fees provide a means to address "death by 1,000 cuts" issues caused by fragmented smaller developments and study manipulation.

3. Staff's review and analysis

The steps involved in developing the new impact fees included:

Data Collection and Hydraulic Model Development for Water & Sewer

- o Includes city data collection, conversion of as-built drawings to GIS, production data, billing data, etc.
- o Temporary field pressure testing
- o SCADA data evaluation
- o Water System Model Review & enhancement for impact fee purposes
- o Data collection and development of wastewater model
- o Model validation through steady-state model verification runs to match real-world operational conditions

Land Use Assumptions and Water & Wastewater Load Projections

- o Service area structure development
- o Development of land use assumptions for 5, 10 and 20 year time thresholds
- o Historical demand & flow review
- o Development of projections at 5, 10 and 20 year for water and wastewater

Water and Wastewater System Hydraulic Analysis and CIP Update

- o Evaluation of Pumping and storage capacity
- o Conduct water and wastewater system modeling. Water system modeling will include average day, maximum day, peak hour and fire flow demand conditions. Wastewater modeling will consist of peak wet weather flow conditions
- o Identification of system improvements required to support growth for the 5, 10 and 20 year conditions
- o Development of CIP prioritization and costs based on 2016 dollars, including development of cut sheets, scheduling, etc.

Water and Wastewater Impact Fee Analysis, Report and Presentations

- o Identify existing projects eligible for impact fee recovery
- o Impact fee capacity analysis for existing projects
- o Develop Water and Wastewater Impact Fee CIP
- o Conduct impact fee capacity analysis for proposed projects
- o Calculate project costs eligible for impact fee cost recovery
- o Develop service unit equivalents for water and wastewater systems
- o Calculate maximum allowable impact fees
- o Develop draft CIP update and impact fee report
- o Finalize update & report

The Planning & Zoning Commission, with a supplementary member from the ETJ (Lori Bible) functioned as the advisory committee as required under Chapter 395. Freese & Nichols utilized models to determine portion of needed water and wastewater capital improvements projects eligible for impact fees. Likewise, they used land use assumptions to calculate growth in new service units. Impact fees are then calculated by dividing eligible CIP by new service units. As part of this calculation, state law requires a credit of 50% for the portion of ad-valorem taxes generated by CIP improvements. The fee collected can be less than the maximum, though the Capital Improvements Advisory Committee (Impact Fee Advisory Committee) at their August 22, 2017 meeting recommended the maximum in order to avoid a disproportionate burden of future infrastructure costs falling on existing ratepayers.

4. Financial Impact

\$103,850 was expended for consulting services from water and wastewater capital recovery fees. Performance of impact fee studies is reimbursed through collection of impact fees as an eligible expense. The proposed maximum impact fees increase water impact fees from \$2,187 per service unit to \$3,595 per service unit. Likewise, sewer impact fees increase from \$2,531 per service unit to \$3,515 per service unit. These maximum fees represent the highest amount that can be legally captured under Chapter 395, but are still competitive regionally when compared to other area cities.

5. Summary/Conclusion

The City has satisfied Chapter 395 of the Texas Local Government Code, as amended, in the notice, adoption, promulgation, and methodology necessary to adopt water and wastewater impact fees. The proposed maximum impact fees increase water impact fees from \$2,187 per service unit to \$3,595 per service unit. The Capital Improvements Advisory Committee (Impact Fee Advisory Committee) has recommended adoption of the maximum impact fee. The City Council approved the ordinance on first reading September 19, 2017.

6. Pros and Cons

Adoption of the revised impact fees provides financial support to constructing necessary infrastructure improvements for water & wastewater. Failing to do so will limit financial options to fund infrastructure needs, relying instead on tax-supported debt and ratepayer-supported debt. In addition, failing to adopt an impact fee update will result in the City no longer having legal authority, as the current impact fee study is expired. Setting higher impact fees can negatively affect the cost of future development.

7. Alternatives

The City Council may choose to accept the CIAC recommendation setting impact fees at the maximum allowed impact fee, act to set a lesser impact fee, table action or reject the study.

8. Recommendation

The Capital Improvements Advisory Committee (Impact Fee Advisory Committee) recommended the City Council consider adoption of the maximum impact fee for water and sewer. Staff concurs with the Committee's recommendation. The City Council approved the ordinance on first reading September 19, 2017.

ORDINANCE NO. 2017-__

AN ORDINANCE OF THE CITY OF BUDA, TEXAS, AMENDING CHAPTER 16 OF THE CODE OF ORDINANCES ADOPTING WATER AND WASTEWATER IMPACT FEES; SETTING THE ACTUAL AND MAXIMUM IMPACT FEE RATES; PROVIDING FOR IMPACT FEE ACCOUNTS AND USE OF FUNDS; PROVIDING FOR A PENALTY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A SAVINGS CLAUSE AND REPEALING CONFLICTING ORDINANCES OR RESOLUTIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council finds the City of Buda is a Texas Home-Rule Municipality as that term is defined by Texas law; and

WHEREAS, Chapter 395 of the Texas Local Government Code authorizes the City to adopt impact fees for water and wastewater facilities; and

WHEREAS, the City Council designating the Planning and Zoning Commission as the City's Capital Improvements Advisory Committee (CAIC) to advise the City Council concerning land use assumptions, a capital improvements plan, and the amounts of impact fees for water and wastewater facilities; and

WHEREAS, the City Council adopted through resolution on June 5, 2017, to appoint an additional member to the CAIC to satisfy a requirement under Chapter 395 of the Texas Local Government Code that at least one member of the committee reside in the extraterritorial jurisdiction if impacts will be applied in the extraterritorial jurisdiction; and

WHEREAS, a report addressing land use assumptions and a 10-year capital improvements plan for the City's proposed water and wastewater impact fee service areas has been prepared for the City by Freese & Nichols, Inc.; and

WHEREAS, the CAIC met on August 22, 2017 and accepted the FNI *Water & Wastewater Impact Fee Report* and recommended adoption of the maximum impact fee for water and wastewater based upon the report conclusions; and

WHEREAS, the City Council on August 1, 2017, adopted a resolution setting September 19, 2017 as the date for a public hearing to discuss the adoption of water and wastewater impact fees; and

WHEREAS, the City has fully complied with Chapter 395 of the Texas Local Government Code, as amended, in the notice, adoption, promulgation, and methodology necessary to adopt water and wastewater impact fees; and

WHEREAS, this Ordinance is intended to satisfy all statutory requirements for adopting water and wastewater impact fees; and

WHEREAS, the City Council finds this ordinance was adopted at a meeting held in strict compliance with the Texas Open Meetings Act;

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

Section 1: The facts and recitations set forth in the preamble of this ordinance are hereby found to be true and correct.

Section 2: **Article 16.02 Water and Wastewater Impact Fees** of Chapter 16 of the City of Buda Code of Ordinances is hereby amended as follows:

“CHAPTER 16

PLANNING AND MISCELLANEOUS DEVELOPMENT REGULATIONS”

. . . .

ARTICLE 16.02 – WATER AND WASTEWATER IMPACT FEES

Division 1. Generally

Sec. 16.02.004 Definitions

~~Land use assumptions report. The description of the impact fee service area and projections of changes in land uses, densities, intensities, and population in the service area. The land use assumptions are contained in the report Land Use Assumptions for the Implementation of Impact Fees prepared for the city by the ETR Development Consulting, LLC, which was approved by the city council by resolution dated August 3, 2010.~~

Service unit (SUE). A standardized measure of consumption, use or discharge based upon a 3/4" or 5/8" displacement-type or compound-type water meter.

. . . .

Sec. 16.02.006 Impact fee service area

The impact fee service area for both water facilities and wastewater facilities is depicted on the map included in the adopted *Water & Wastewater Impact Fee Report* prepared by Freese & Nichols, Inc.

. . . .

Division 2. Impact Fee Rates, Assessment, and Collection; Capital Improvement Agreements

Sec. 16.02.031 Actual and maximum impact fee rates

(a) The maximum impact fee rate allowed by state law for each category of capital improvements is calculated in the capital improvements plan to be as follows:

- (1) Water: \$3,595.00.
- (2) Wastewater: \$3,515.00.

(b) The actual impact fee rate to be charged by the city for each category of capital improvements is set as follows:

- (1) Water: \$3,595.00.
- (2) Wastewater: \$3,515.00.

Sec. 16.02.032 Assessment of impact fee amounts

(a) The assessment of the amount of the impact fee per service unit for each category of capital improvements for a new development shall be made as follows:

- (1) For a new development on land which is unplatted and for which platting is not required, the assessment shall occur at the time a building permit, site plan permit or utility connection application is submitted, whichever occurs first, and shall be the amount of the maximum impact fee per service unit then in effect.
- (2) For a new development on platted property, the assessment shall occur at the time of plat recordation, and shall be the amount of the impact fee per service unit applicable on the date of recordation. The applicant for a

building permit, site plan permit or utility connection application shall submit evidence of the date of plat or replat recording with the application for said permit. The following chart shall be utilized to calculate the applicable impact fee based on date of recordation:

<u>Date of Plat Recordation</u>	<u>Water Impact Fee</u>	<u>Wastewater Impact Fee</u>
After October 2, 2018	\$3,595.00	\$3,515.00
October 5, 2010 to October 2, 2017	\$2,187.00	\$2,531.00
March 19, 2003 to October 4, 2010	\$2,721.00	\$1,514.00
March 3, 1998 to March 18, 2003	\$765.00	\$2,182.00
	\$1,222.00 (FM 967 W)*	\$2,182.00 (FM 967 W)*
	\$2,003.00 (IH 35)*	\$2,884.00 (IH 35)*
July 5, 1994 to March 2, 1998	\$1,145.00	\$2,195.00
June 5, 1990 to July 4, 1994	\$939.00	\$567.00

* Fees applicable to the FM 967 West Subarea and IH-35 Subarea. See Ord. 98-0303 for service area map.

Sec. 16.02.033 Calculation of service units and impact fee

The number of service units for a development shall be calculated based on the size of the water meter necessary to serve the development, as confirmed by the city. For a development to be connected to the city wastewater system, but to be connected to a water system other than the city's, the property owner shall submit information regarding the water meter size to be utilized to serve the development including any supporting documentation required by the city. The number of service units associated with various water meter sizes are as follows:

Meter Size	Water Fee	Sewer Fee	Combined Fee
3/4" or 5/8"	\$3,595.00	\$3,515.00	\$7,110.00
1"	\$5,752.00	\$5,624.00	\$11,376.00
1-1/2"	\$7,190.00	\$7,030.00	\$14,220.00

2"	\$23,008.00	\$22,496.00	\$45,504.00
3"	\$46,016.00	\$44,992.00	\$91,008.00
4"	\$71,900.00	\$70,300.00	\$142,200.00
6"	\$201,320.00	\$196,840.00	\$398,160.00
8"	\$345,120.00	\$337,440.00	\$682,560.00
10"	\$546,440.00	\$534,280.00	\$1,080,720.00
12"	\$719,000.00	\$703,000.00	\$1,422,000.00

Section 3: If any clause or provision of this ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the ordinance, which shall continue to have full force and effect.

Section 4: All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

Section 5: Penalty. Any person who violates, or any person who causes another person to violate, any provision of this ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be punished by a fine of not more than Five Hundred Dollars (\$500.00). Each occurrence of any violation of this ordinance shall constitute a separate offense. Each day in which any violation of this ordinance occurs shall constitute a separate offense.

Section 6: *Passage.* Pursuant to Section 3.11(A) of the City Charter, if the Council determines that the first reading of this ordinance is sufficient for adequate consideration by an affirmative vote of five or more members of the City Council during the first reading and the ordinance is passed by the affirmative vote of four or more members of the City council, this ordinance is adopted and enacted without further readings. In the event a second reading is necessary, this ordinance is adopted and enacted upon the affirmative vote of four or more members of the City Council upon second reading.

Section 7: *Effective Date.* Pursuant to Section 3.11(D) of the City Charter, this ordinance is effective upon adoption, except that every ordinance imposing any penalty, fine or forfeiture

shall become effective only after having been published once in its entirety, or a caption that summarizes the purpose of the ordinance and the penalty for violating the ordinance in a newspaper designated as the official newspaper of the City. An ordinance required by the Charter to be published shall take effect when the publication requirement is satisfied.

PASSED, APPROVED AND ADOPTED by the City Council of the City of Buda, on this the 2nd day of October 2017.

APPROVED:

Todd Ruge, Mayor

ATTEST:

(CITY SEAL)

Alicia Ramirez, City Secretary
City of Buda, Texas



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-667-

Contact: Chance Sparks

Subject: Adoption of an Ordinance of the City of Buda, Texas, on second reading adopting an amended and restated City of Buda Unified Development Code; providing for amendments to zoning districts and related regulations; providing amendments to subdivision regulations; amending the official zoning map of the City of Buda; providing for the repeal of ordinances in conflict herewith; providing a penalty; providing for severability; establishing an effective date; and containing other provisions related to the subject (Assistant City Manager Chance Sparks)

1. Executive Summary

This item represents the culmination of a process stretching almost three years from the diagnostic report on the current Unified Development Code to today. This item includes an adopting ordinance, a final draft of the proposed Unified Development Code (Exhibit 'A') and an Official Zoning Map (Exhibit 'B'). All 106 comments provided through the Winter/Spring UDC workshops have been addressed. All hearing requirements under Texas Local Government Code as well as local ordinance have been met or exceeded. Current information regarding the UDC Re-Write can be accessed at <http://ci.buda.tx.us/404/Unified-Development-Code-Re-Write>. The Planning & Zoning Commission recommended approval unanimously at their September 12, 2017 meeting. The City Council approved the ordinance on first reading September 19, 2017.

2. Background/History

Adoption of the revised Unified Development Code represents the culmination of a three-year process. Over the past seven months, five workshops have been conducted with both the City Council and the Planning & Zoning Commission in order to refine the document. Prior to this, the Planning & Zoning Commission has conducted several meetings with consultants, and the City Council and Commission have had other workshops to discuss the draft as it progressed. A joint public hearing was conducted on June 20th in order to satisfy Texas Local Government Code Section 211.007.(d). The hearing on the 20th, as well as the hearing this evening, were advertised in the Hays Free Press on multiple dates, in excess of the requirements of the joint hearing resolution and Texas Local Government Code. As a note, both the Hays Free Press and Community Impact Newspaper have run multiple stories regarding elements of the UDC or the UDC itself.

3. Staff's review and analysis

The attached Unified Development Code incorporates 104 comments & direction from the Planning & Zoning Commission and the City Council. Outstanding elements regarding flood damage prevention have been incorporated based on best practices reviews in conjunction with the Texas Water Development Board (agency providing oversight in Texas pertaining to floodplains & floodplain regulation). Likewise, historic preservation language has been updated to best practices following consultation with the Texas Historical Commission, structured in a way to make Buda eligible for the Texas Historical Commission's Certified Local Government program. Other comments & elements have been addressed. Staff has developed the new Official Zoning Map for the City of Buda based upon conversion tables and maps in the UDC. This map is in a new format, a zoning atlas, in order to improve reproduction and provide a more legible scale. The map is designed to print legibly in greyscale as well. As is current practice, a webmap application will also provide GIS functionality.

4. Financial Impact

The total amount budgeted for Freese & Nichols consulting assistance was \$150,000, split between water, wastewater and general fund. Freese & Nichols has met deliverable expectations. Staff notes that Freese & Nichols did not seek change orders or additional funding as a result of project delays on the City's end. Adopting a new Unified Development Code will result in a higher caliber of development, likely to have positive impacts to the City's fiscal position as well as the quality of life of citizens. It will continue and enhance the aspects of Buda that attract people & businesses here and encourage them to stay.

5. Summary/Conclusion

This is the conclusion of the Unified Development Code Re-write process. Staff feels the document is ready for adoption. Staff also notes that it is inevitable that some issues will be identified during the first-year rollout, with amendments likely. This is a normal process for a document as complex as a Unified Development Code. The next steps will be an implementation roll-out of the document and processes, which staff is already working on internally.

6. Pros and Cons

Adoption of the UDC represents a critical implementation path for the Comprehensive Plan as it pertains to actions by developers on private property. Much of plan implementation is reliant on private sector actions, driven by the regulatory framework of a Unified Development Code. Failing to adopt would represent a significant deficiency in Comprehensive Plan implementation, as the current UDC contains several inconsistencies with the Comprehensive Plan.

7. Alternatives

Approve as presented
Approve with changes
Table the item
Decline to approve or Take No Action

8. Recommendation

The Planning & Zoning Commission recommended approval unanimously at their September 12, 2017 meeting. Staff concurs with this recommendation, and recommends the City Council consider approval. The City Council approved the ordinance on first reading September 19, 2017.

ORDINANCE NO. 2017-_____

AN ORDINANCE OF THE CITY OF BUDA, TEXAS ADOPTING AN AMENDED AND RESTATED CITY OF BUDA UNIFIED DEVELOPMENT CODE; PROVIDING FOR AMENDMENTS TO ZONING DISTRICTS AND RELATED REGULATIONS; PROVIDING AMENDMENTS TO SUBDIVISION REGULATIONS; AMENDING THE OFFICIAL ZONING MAP; PROVIDING FOR THE REPEAL OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A PENALTY; PROVIDING FOR SEVERABILITY; ESTABLISHING AN EFFECTIVE DATE; AND CONTAINING OTHER PROVISIONS RELATED TO THE SUBJECT.

WHEREAS, the City Council of the City of Buda, Texas (the “City”) finds it is necessary and in the best interest of the City to modify the City’s Unified Development Code and the City’s zoning ordinance; and

WHEREAS, the City finds it adopted a Comprehensive Plan on October 18, 2011 (Ordinance No. 111018-1); and,

WHEREAS, the City finds it adopted a Unified Development Code on December 17, 2002 (Ordinance No.021217-01); and

WHEREAS, the City finds zoning and subdivision regulations in the Unified Development Ordinance implement the Comprehensive Plan according to the Local Government Code; and,

WHEREAS, the City finds the City Council of the City of Buda and the Planning and Zoning Commission of the City of Buda have each held five workshops since February 14, 2017 and February 21, 2017, respectively, on the draft Unified Development Code as revised by staff and legal counsel, and have held multiple additional workshops over the preceding two years in public meetings as the draft Unified Development Code was written; and

WHEREAS, the City finds stakeholder, city staff and city official input regarding the draft Unified Development Code was received, considered and incorporated as appropriate; and

WHEREAS, the City finds to promote efficiency, to reduce confusion and to save time, the City Council of the City of Buda deemed it in the best interests of the public to hold a joint public hearing with the Planning and Zoning Commission of the City of Buda, and to prescribe the type of notice to be given of the time and the place of the hearing, consistent with the Texas Local Government Code; and

WHEREAS, the City finds the City Council of the City of Buda conducted a public hearing held, jointly, with the Planning and Zoning Commission of the City of Buda to hear public comment on Tuesday, June 20, 2017; and,

WHEREAS, the City finds the Unified Development Code was recommended by the Planning and Zoning Commission of the City of Buda following a public hearing on September 12, 2017; and,

WHEREAS, the City finds the Planning and Zoning Commission of the City of Buda made its recommendation and final report to the City Council of the City of Buda; and

WHEREAS, the City finds the City Council of the City of Buda conducted a public hearing on the Unified Development Code on September 19, 2017; and,

WHEREAS, the City finds it has satisfied all legal prerequisites and has determined that adoption of this ordinance is in the interest of the general health, safety, welfare and morals of the community; and

WHEREAS, the City finds that this ordinance was passed and approved at a meeting of the City Council of the City of Buda held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members were present and voting;

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

Section 1: The facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct.

Section 2: The Unified Development Code (Exhibit 'A') and Official Zoning Map (Exhibit 'B'), attached hereto and incorporated herein, are hereby adopted.

Section 3: Ordinance Number 0211217-01, Ordinance Number 010303-02 and any enacted ordinance amending them and any policy or regulation in conflict with the Unified Development Code attached as Exhibit 'A' or Official Zoning Map attached as Exhibit 'B' are expressly repealed.

Section 4. Severability. If any provision, section, clause or phrase of this Ordinance, or the application of same to any person or set of circumstances is, for any reason held to be unconstitutional, void or invalid, the validity of the remaining portion of this Ordinance shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof, or provisions or regulations contained herein, shall become inoperative or fail by reason of any unconstitutionality of any other portion hereof, and all provisions of this Ordinance are declared severable for that purpose.

Section 5. Penalty. Any person who violates, or any person who causes or allows another person to violate, any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof, shall be punished by (1) a fine of not more than two thousand dollars (\$2,000.00) for any violation of any provision of this Ordinance governing fire safety, zoning or public health and sanitation, including dumping of refuse or (2) a fine of not more than Five Hundred Dollars (\$500.00) for any violation of any other provision of this Ordinance. Each occurrence of any violation of this Ordinance occurs shall constitute a separate offense.

Section 6. Effective Date. Pursuant to Section 3.11(D) of the City Charter, this ordinance is effective upon adoption, except that every ordinance imposing any penalty, fine or forfeiture shall become effective only after having been published once in its entirety, or a caption that summarizes the purpose of the ordinance and the penalty for violating the ordinance in a newspaper designated as the official newspaper of the City. An ordinance required by the Charter to be published shall take effect when the publication requirement is satisfied.

PASSED and APPROVED this __ day of _____, 2017.

City of Buda

By: _____

**Todd Ruge
Mayor**

ATTEST: _____

**Alicia Ramirez
City Secretary**



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-668-

Contact: Chance Sparks

Subject: Approval of a Special Event Packet for Boo-da Halloween on Saturday, October 28, 2017, including related street closures (Assistant City Manager Chance Sparks)

1. Executive Summary

The Special Event Packet approval for Boo-da Halloween represents a continuation of a popular tradition in the City, attracting over 3,000 people to downtown. This year's event is largely unchanged from prior years, but does see the addition of bounce houses, a costume contest and pumpkin decorating contest. Road closures include Main Street from San Antonio to Live Oak (FM 967), and block closures of Ash Street, Elm Street and San Antonio Street from Main Street to Austin Street. Volunteers/staff will be used to staff crosswalks on FM 967 south of Live Oak. Police and Buda Fire Department are coordinating for placement of fire trucks for safety.

2. Background/History

Boo-da Halloween is a highly popular event that has grown each year over the last several years. The event is designed to increase downtown exposure and provide a safe opportunity for families to enjoy Halloween traditions.

3. Staff's review and analysis

The event remains largely unchanged. Three new activities have been added, including bounce houses, a costume contest and pumpkin decorating contest.

Road closures include Main Street from San Antonio to Live Oak (FM 967), and block closures of Ash Street, Elm Street and San Antonio Street from Main Street to Austin Street. Volunteers/staff will be used to staff crosswalks on FM 967 south of Live Oak. Police and Buda Fire Department are coordinating for placement of fire trucks for safety.

4. Financial Impact

Funding is included in the budget for items/services in support of Boo-da Halloween. This is supplemented by sponsorships, volunteers and donations.

5. Summary/Conclusion

Appropriate steps in review of the Special Event Packet have taken place. The proposed closures & planned activities have been coordinated with the Police Department, Public Works Department and Buda Fire Department.

6. Pros and Cons

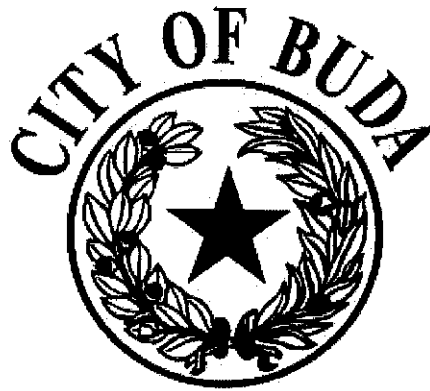
N/A

7. Alternatives

N/A

8. Recommendation

Staff recommends the City Council consider approval.



SPECIAL EVENTS PACKET

A GUIDEBOOK FOR
PUBLIC SPECIAL EVENTS

CONTACT INFORMATION:

DREW WELLS, DIRECTOR OF PARKS

DWELLS@CI.BUDA.TX.US
CITY OF BUDA PARKS DEPT.
880 MAIN STREET
P.O. BOX 1218
BUDA, TX 78610
512-295-7170

REVISED AUGUST 7, 2015

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Welcome to Buda!

Thank you for choosing the City of Buda as the host site for your special event. The Buda Parks and Recreation Department is happy to assist you with the coordination of your special event. This information packet is designed to help you understand the policies, regulations and ordinances related to the production of a public special event here in Buda. We are available to answer any questions you might have as you move through the approval process.

The Special Event Packet should be submitted at least 60 days prior to the planned event. Once submitted we will reserve the date until all approvals are obtained. If City Council action is necessary, a representative for the event sponsor is requested to attend the meeting to answer any questions that might arise.

Staff will assist you with all aspects of the planning process as necessary. Our goal is to help you have a safe and successful event. The City of Buda is glad you chose our community to host your special event and we look forward to working with you to make sure your event is truly special!

Drew Wells

Director, Parks and Recreation Department

General Event Information

Name of Event: Booda Halloween
Contact Name: Chance Sparks
Organization: City of Buda
Address: 880 Main St. (Parks office)
City: Buda State: TX Zip Code: 78610
Phone: 512-295-7170 Secondary Phone: 512-312-0084
E-Mail: csparks@ci.buda.tx.us

Dates of Event: 10/28/17 to 10/28/17
Location: Downtown Buda
Description of Event: This event will include booths from community businesses/org to give out candy, along with bounce houses, costume contest, pumpkin decorating contest
Approximate Number of Participants: 3500

ADVERTISING IN BUDA

Advertising may be done on the city's electronic reader board at a cost of \$20 for 30 days for Non-profit organizations only. Contact the Community Development Department at 512-312-5745.

ALCOHOL LICENSING, PERMITS and Miscellaneous

The Texas Alcoholic Beverage Commission (TABC) controls the sale or distribution of alcoholic beverages. In addition to the rules and regulations set by the TABC, the City of Buda has rules that apply to alcoholic beverages.

a. Alcoholic beverages. Possession, consumption, or distribution of alcoholic beverages is prohibited within all public parks and recreation facilities without obtaining a city alcohol permit except as follows.

(1) Possession and consumption of alcoholic beverages is limited to beer and wine served and/or sold on the premises, during community or private special events by individuals or organizations that have obtained all necessary approval and documents required by the Texas Alcohol Beverage Commission. The permit holder will hold all liability responsibilities.

(2) Possession and consumption of beer and wine is allowed during designated city organized events in designated areas.

b. Glass containers. It shall be a violation for anyone exhibiting, using, carrying or disposing of glass beverage containers in all public parks.

A copy of the TABC license must be provided to the Parks and Recreation Department one (1) week prior to the event

Will alcohol be sold at this event: Yes _____ No <input checked="" type="checkbox"/> TABC Certificate received on (if applicable) _____	
City Alcohol Permit issued on _____	Signature: _____ Director of Parks
Parks and Recreation Phone 512-295-7170	

AMUSEMENT RIDES COI attached

All amusement rides must meet the Amusement Ride Safety Inspection and Insurance Act, and the Texas Occupations Code Chapter 2151. An amusement owner/operator must file with the Texas Department of Insurance an insurance policy with certain minimum limits for bodily injury for person using the ride and an annual amusement ride safety inspection certificate.

What's considered as an amusement ride?

Most mobile carnival rides, also include, but not limited to the following: concession go-carts, rock-climbing walls, bungee jumps, zip lines, mechanical bulls, trackless trains, continuous airflow inflatable rides/devices and various simulators.

Company/Owner Name <u>Austin Bounce House Rentals</u> Phone <u>512-271-4334</u>
Email <u>austinbouncehousere rentals@gmail.com</u>
<input type="checkbox"/> Received copy of Insurance Policy
<input type="checkbox"/> Received copy of Inspection Certificate for each ride
Inspection of the amusement/device Approved? YES <input type="checkbox"/> NO <input type="checkbox"/>
Fire Marshal Signature: _____ Date _____
Fire Department Phone <u>512-295-2232</u>

AMPLIFIED SOUND AND MUSIC

All sounds and music produced by the Special Event must comply with City Ordinance No. 2013-34 which includes the following restrictions:

1. Maximum of 80 decibels during the day and 65 decibels during the nighttime.
2. If an exception to this standard is desired, please fill out the following:

Company/Owner Name <u>City of Buda</u> Phone <u>512-295-7170</u>
<u>Parks department sound system</u>
Email <u>jmosqueda@ci.buda.tx.us</u>
I request an exemption to allow a maximum sound level of _____ decibels until no later than _____ pm
City Planner Signature: _____ Date Approved by Council: _____
City Planning Department Phone <u>512-312-5745</u>

ELECTRICAL SERVICES

The need for electrical services for your event must be carefully considered when planning your event and addressed very early in the planning stages. The cost to design and install electrical services for your event is the responsibility of the sponsoring organization.

A licensed electrician must perform all electrical work and be permitted through ATS inspections, City of Buda inspector and/or Fire Marshal's office. Any service located on City property that needs alteration for your use must be restored to the previous condition following the event.

The City of Buda will not pay for your electrical set-up needs. The extent of your electrical use may require a consumption charge or the use of generators.

The following must be considered when speaking to your electrician:

- How many food vending booths will you have that require an electrical source? A list of all electrical items to be used in each booth must be provided to the electrician in order to provide adequate electricity to prevent breakers from tripping. This includes microwaves, crock pots, grills, hot plates, etc.
- If you are having any live or recorded amplified music, a stage plot indicating the amount of electricity required must be provide to the electrician. Live bands can consume large amounts of electricity and will require a generator.
- Do you require electrical service and lighting inside your tents?
- Electrical extension cords must be grounded free of splices and cracks and be UL approved.

The City of Buda reserves the right to approve / deny any electrical work done on city property. A consulting electrician might be required for your event depending on the extent of work performed.

Additional Electrical Source information:

- All plugs and lights located in the park are not necessarily active. Plugs are kept off for safety and fire ant reasons. You will need to discuss the layout of the event with Parks staff before making plans.

Will your event require any of the previously mentioned electrical sources? Yes _____ No

Electricians Name / Company: _____ Phone _____

Electricians Signature: _____

I have read the above information and understand that I am responsible for any damage to the electrical sources that I have performed work on. I am also responsible for any injury that may occur to any person(s) as a result of such work.

EXEMPTIONS

Specific changes or exemptions from the requirements of the Special Events Packet may require City Council approval. All such requests must be made when the Special Event Packet is approved by the City Council.

FOOD SERVICE

To ensure the safety of visitors and citizens, it is required that any organization, business, or individual selling or distributing food must have their food handler's permit through Hays County.

A copy of the Food Handlers Permit must be provided to the Parks and Recreation Department one (1) week prior to the event

Will food be sold at this event: Yes ____ No <input checked="" type="checkbox"/>
Food Handlers Permit received on (if applicable) _____ Signature: _____ <div style="text-align: right;">Director of Parks</div>
Parks and Recreation Phone 512-295-7170

INSURANCE

Any event that is opened to the public must provide public liability insurance from an underwriter licensed to do business in the State of Texas in the amounts NOT LESS than indicated. Comprehensive General (Public) Liability or its equivalent, with minimum combined single limits of \$500, 000 per person, \$1,000,000 per occurrence, \$1,000,000 products/completed operations aggregate and \$1,000,000 general aggregate per occurrence. This can be in the form of one day event insurance or by including the event as a rider on an existing insurance policy. Organizer of the event shall furnish the City of Buda with certificates of insurance or copies of policies, evidencing the required insurance one week before the event. Organizer shall require insurance provider to name the City of Buda as an additional insurer.

A copy of the insurance certificate must be turned in to the Parks and Recreation Department one (1) week prior to the event.

Certificate received on: _____ Signature: _____ <div style="text-align: right;">Director of Parks</div>
Insurance Carrier: _____ Policy #: _____
Parks and Recreation Phone 512-295-7170

JACKSON TYLER NORRIS MEMORIAL SKATE PARK

JTNM Skate Park or part thereof is not available for rental except for special events.

PARKING

The City of Buda is committed to providing useful and appropriate facilities to serve special events of all sizes, from intimate weddings to regional attractions. By design, different sites provide venues appropriate for different size events. Neighborhood parks like Whispering Hollow have shelters that are perfect for small birthday parties while City Park is designed to accommodate thousands of people. Buda venues both large and small have been designed to meet the needs of the users with shade, drinking fountains, tables, and in most cases parking and restrooms without detracting from the comfort and safety of our residents. Facility users are expected to utilize the facilities for their designated purposes to prevent undue hardship on adjacent residents and the City at large. Of primary concern is downtown parking during large events at City Park. The City of Buda has invested tremendous resources to provide sufficient parking for these different events to prevent problems for area residents. To minimize safety concerns and conflicts with residents while encouraging off street parking, the City requires Facility Users to provide free parking at the City Park location. A Parking Plan will be required for all venues. The plan will include location, transportation, direction, traffic flow, emergency access and handicapped parking. The plan requires approval of the Chief of Police and the Director of Public Works.

Parking Plan received on: _____	Signature: _____ Director of Parks
Council Approved: Yes ____ No ____	Signature: _____ Buda Police Chief
	Signature: _____ Director of Public Works
Parks and Recreation Phone 512-295-7170	
Police Department Phone 512-312-1001	
Public Works Phone 512-312-2876	

PARK CURFEW

All parks are closed from 10 p.m. to 6 a.m. Any request for extended park hours and the closure of any city streets must be submitted in writing and all departments must review the request. The City Council approves the extension of park hours and the closure of streets.

APPLICANT INFORMATION

Name Gabriela Moore Organization Name (if any) City of Buda
 Address 880 Main St. City Buda Zip Code 78610
 Work Phone 512-295-7170 Home Phone _____ Mobile _____
 Email Address gmoore@ci.buda.tx.us

PARK RENTAL INFORMATION

Park and/or pavilion rented Downtown Buda Greenbelt
 Date(s) of Rental 10/28/17 Use Time: 3:00 to 8:00 (Park Hours are open 6 a.m. – 10 p.m., Except Jackson Tyler Norris Memorial Skate Park which is open 6 a.m. to dusk)
 Describe in detail purpose of park rental Buda halloween - community event

RENTAL FEES PER DAY

Description	Resident Rate	Non-Resident Rate	Deposit
City Park (Large Pavilion)	\$100.00	\$125.00	\$100.00
City Park (Small Pavilion)	\$35.00	\$45.00	\$100.00
Downtown Greenbelt Gazebo	\$35.00	\$45.00	\$100.00
Garlic Creek Park Pavilion	\$35.00	\$45.00	\$100.00
Green Meadows Park Pavilion	\$35.00	\$45.00	\$100.00
Historic Stagecoach Park Pavilion or Amphitheatre	\$50.00	\$65.00	\$100.00
Sportsplex Pavilion	\$50.00	\$65.00	\$100.00
Stoneridge Park Pavilion	\$35.00	\$45.00	\$100.00
Whispering Hollow Park Pavilion	\$35.00	\$45.00	\$100.00
Permit Fees (bounce house, electric, water, sound, etc. if applicable)	\$10.00	\$10.00	N/A
On-Site Inspection Required? (Park Director's discretion)	\$15.00	\$15.00	N/A
	Non-Profit Rate	For-Profit Rate	Deposit
Bradfield Park/Pond Exclusive Rental (Submit Special Event Packet)	\$250.00	\$500.00	\$500.00
City Park Exclusive Park Rental (Submit Special Event Packet)	\$250.00	\$500.00	\$500.00
Jackson Tyler Norris Memorial Skate Park (Submit Special Event Pkt.)	\$250.00	\$500.00	\$500.00
Stagecoach Exclusive Park Rental (Submit Special Event Packet)	\$250.00	\$500.00	\$500.00
Downtown Greenbelt Exclusive Rental (Submit Special Event Packet)	\$150.00	\$300.00	\$500.00
Commercial Activity (annual fee of \$100.00) plus hourly rate	\$20.00/hr	\$20.00/hr	N/A

TOTAL DUE

Rental fee will be withheld without a 14 day cancellation notice. Total rental must be paid at time of reservation.

PAYMENT METHOD

Visa MC Cash Check # _____ Staff Initials _____
 Card# _____ Expiration Date _____ CVS# _____ Date Paid _____

The undersigned, both individually and on behalf of the organization, agrees to defend, indemnify, and hold the City of Buda and its officers, employees, and agents harmless and free from any liability of any nature, including, but not limited to liability for damage or injury to any persons or property costs and attorney's fees arising out of or in connection with the use of the city recreational facilities regardless of whether the city was actively or passively negligent, either solely or contributory in connection with such liability. I certify that we have received and read the rules and regulations in the Buda Park's policies and reservations. I, the undersigned, do hereby agree that we will abide by the policies governing the use of this facility and I will be responsible for any damages to the facility, furniture or equipment caused by the occupancy of our organization on the premises.

Signature Gabriela Moore Date 9/26/17

RESTROOM FACILITIES

The provision of restroom facilities is the responsibility of the sponsoring organization. Permanent restrooms at City Park are not available for use during special events. The following guidelines will help you with the coordination of portable toilets for your event.

- An adequate number of toilets must be provided depending upon the number of participants expected and the duration of the event. Other factors include the ratio of male to female participants and the availability / consumption of alcoholic beverages at the event.
- ADA approved accessible toilets must be provided at the event.
- Toilets must be located on a surface that has adequate water drainage. The location must be approved by the Parks and Recreation Department.

Supplier of Port-O-Cans: <u>United Site Services</u>	Phone #: <u>800-864-5387</u>
Date and time of delivery: <u>Fri. Oct 27</u>	
Date and time of Pick up: <u>Mon. Oct. 30</u>	

SAFETY MANAGEMENT PLAN

Events that are held on City Property must also submit a written Public Safety Management Plan. As the event coordinator, you are responsible for the safety of all participants. Consideration of Safety must be a top priority in all aspects of event planning. The following topics must be covered in your plan.

- Security Name and Schedule
- Crowd Management
- Command Post
- First Aid Station
- Traffic Flow
- Inclement Weather
- Ingress and Egress of Event / Park
- Emergency Services on site if applicable
- Lost Children / Lost and Found Area
- Fencing and Barriers – ingress and egress

A copy of this plan must be submitted to the City of Buda Parks and Recreation Department to obtain approval from the Fire Marshal and Police Chief.

Emergency Plan received on: _____	Signature: _____ Director of Parks
Approved: Yes ___ No ___	Signature: _____ Buda Police Chief
Parks and Recreation Phone 512-295-7170	Signature: _____ Fire Marshal
Police Department Phone 512-312-1001	
Fire Department Phone 512-295-2232	

SECURITY REQUIREMENTS

Based on the size and content of your event, the City may require the use of certified/uniformed Peace Officers (Hays County Sheriff's Department/Buda Police Department/or other licensed Peace Officer). Security for special events is the responsibility of the sponsoring organization. The sponsoring organization must pay for any cost related to the security.

Security guards must be present 30 minutes prior to the beginning of the event to 30 minutes after the event is over. Officers must receive a schedule of the event and the hours they will be required on site as well as itinerary for the event. The names and contact information of these Officers will be required by the Parks and Recreation Department and due one (1) week prior to the event.

The City of Buda has the right to require additional security for your event if deemed necessary

Security information received on: _____	Signature: _____ Director of Parks
Parks and Recreation Phone 512-295-7170 Police Department Phone 512-312-1001	
Event Security Approved: Yes ___ No ___	Signature: _____ Police Chief
Security Company: <u>Buda Police Department</u>	Phone#: _____
Officer #1: _____	Phone#: _____
Officer #2: _____	Phone#: _____
Officer #3: _____	Phone#: _____
Officer #4: _____	Phone#: _____
Officer #5: _____	Phone#: _____

SITE PLAN

All temporary structures, portable buildings, fences, food booths, stands, stages etc. will require a "Temporary Structure" permit available through the Buda Fire Department (See next page). A map of the event site, detailing the location of all structures must be provided in order to obtain a permit.

Site Plan received on: _____	Signature: _____ Director of Parks
Approved: Yes ___ No ___	Signature: _____ Librarian
Parks and Recreation Phone 512-295-7170	

STAGE NA

Stages and elevated platforms are the responsibility of the Sponsoring Organization. All such structures are subject to inspection and approval by the Fire Marshal.

TENTS AND TEMPORARY STRUCTURES NA

Tents and membrane structures having an area in excess of 200 square feet (14'x14') and canopies in excess of 400 square feet (20'x20') shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the Buda Fire Marshal's Office. A map of the event site, detailing the location of all structures must be provided in order to obtain permit. A Permit Fee of \$50 dollars shall be paid to the Buda Fire Department for each tent, canopy or membrane structure.

A **Flame Retardant Certificate** is required for each "permit required" tent. Flame Retardant Certificates can be faxed to the Buda Fire Marshal's office at 512-295-4248.

Tent Vendor: _____	Phone #: _____
Flame Retardant Certificate received on: _____	Rec'd by _____ Fire Marshal or representative
Inspection of tents Approved: Yes ___ No ___	Signature _____ Fire Marshal
Fire Department Phone 512-295-2232	

TRAFFIC CONTROL and STREET CLOSURES

All requests for city street closures must be handled through the Buda Police and Public Works Departments. The Parks and Recreation Department will assist in the procedure for street closure. Final authorization of the street closure must be approved by the City Council. The sponsoring organization will be responsible for all associated costs of required traffic control devices and signage. A detailed map must be submitted outlining the street closure request and should include times of closures.

Request for street closure received on: _____	Signature: _____ Director of Parks
Council Approved: Yes ___ No ___	Signature: _____ Police Chief
Parks and Recreation Phone 512-295-7170	Signature: _____ Director of Public Works
Police Department Phone 512-312-1001	Signature: _____ Fire Marshal
Public Works Phone 512-312-2876	
Fire Department Phone 512-295-2232	

TRASH AND LITTER REMOVAL

Clean, well kept grounds are important to the safety and the satisfaction of the event participants. Sponsoring Organizations are responsible for maintaining a clean site during the event as well as leaving the venue clean after the event. The City will supply 10 sixty gallon trash receptacles in City Park for use by the Sponsoring Organization during special events. Any additional needed trash receptacles or dumpsters are the responsibility of the Sponsoring Organization. Event sites must be cleared of all ground trash immediately after the event. Failure to properly clean the event site will result in charges against the deposit in an amount relative to the cost of labor and materials required by the City to clean the event site.

Supplier of Trash Receptacles: <u>TDS</u>	Phone #: <u>512-421-1363</u>
Number of Dumpsters: <u>1</u>	Number of Trash Cans: <u>10</u>
Date and time of Delivery: <u>NA * already on site</u>	
Date and time of Pick up: <u>NA</u>	

The undersigned, both individually and on behalf of the organization, agrees to defend, indemnify, and hold the City of Buda and its officers, employees, and agents harmless and free from any liability of any nature, including but not limited to liability for damage or injury to any persons or property costs and attorney's fees arising out of or in connection with the use of city recreational facilities regardless of whether the city was actively or passively negligent, either solely or contributory in connection with such liability. I certify that we have received and read the rules and regulations. I, the undersigned, do hereby agree that we will abide by the policies governing the use of this facility and I will be responsible for any damages to the facility, furniture, or equipment caused by the occupancy or our organization on the premises.

Signature

Date

Printed Name

Address City State Zip

Phone

Email address



CERTIFICATE OF LIABILITY INSURANCE

DATE
08/01/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cossio Insurance Agency PO Box 188 Simpsonville, SC 29681 (864) 688-0121	Contact Name: Larry Cossio Phone (A/C, No, Ext): 864-688-0121 E-Mail: deanna@cossioinsurance.com	Fax (A/C, No): 864-688-0138		
	INSURER(S) AFFORDING COVERAGE			
INSURED Austin Bounce House Rentals 402 W. Palm Valley Blvd. #138 Round Rock, TX 78664	INSURER A:	NATIONWIDE MUTUAL INS CO	NAIC #	23787
	INSURER B:	Berkley Life & Health Insurance Company		64890
	INSURER C:	Farmers Insurance		10806
	INSURER D:	Liberty Mutual Group		
	INSURER E:			

COVERAGES

CERTIFICATE NUMBER:


REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF POLICY	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GENL AGGREGATE LIMIT APPLIES PER <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		<input checked="" type="checkbox"/>	FWC00000278681-00	10/28/2016	10/28/2017	Abuse/Molestation - Per Occurrence/ Excluded Products & Completed Operations \$1,000,000 Damage to Premises Rented to You \$300,000 General Agg (Other than Products-C \$5,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$1,000,000 Legal Liability to Participants \$1,000,000 Professional Liability (for Event Plann \$1,000,000 Deductible None
C	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>			30141052283	08/01/2017	02/01/2018	COMBINED SINGLE LIMIT (Ea accident) \$500,000 BODILY INJURY (Per Person) \$50,000 BODILY INJURY (Per accident) \$100,000 PROPERTY DAMAGE (Per accident) \$10,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	747-001663-10	03/01/2016	03/01/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EACH ACCIDENT \$1,000,000 DISEASE (Ea employee) \$1,000,000 DISEASE - (Policy limit) \$1,000,000
B	Accident Medical			PAI L012R1689 001	10/28/2016	10/28/2017	Accident Medical Deductible \$100 Benefit Period 52 weeks Benefit Maximum \$500,000 Applies During per Covered Accident Applies To Death & Dismemberment Benefits only

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Party Equipment Rentals Operations located at 402 W. Palm Valley Blvd. Round Rock, TX 78664.

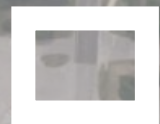
CERTIFICATE HOLDER:	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 



Booth space



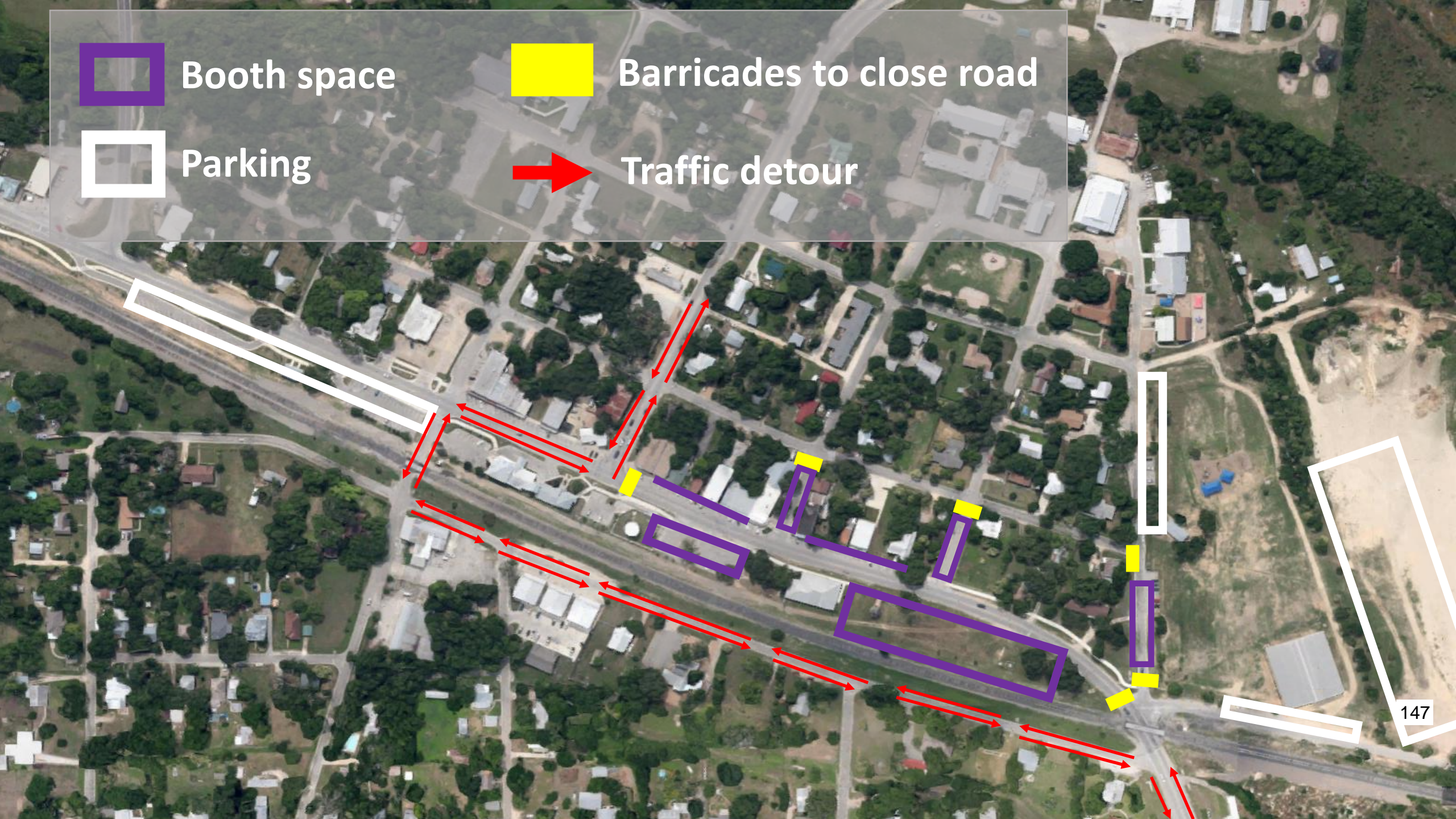
Barricades to close road



Parking



Traffic detour





City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-669-

Contact: Chance Sparks

Subject: Approval of a Special Event Packet for a Turkey Trot running event on Thursday, November 23, 2017, including related street closures (Assistant City Manager Chance Sparks)

1. Executive Summary

The City has received a Special Event Permit application for a new event, Buda Turkey Trot. Turkey Trot running events are a common and popular Thanksgiving Day tradition taking place Thanksgiving morning. The event is a family-friendly 5K running/walking race to celebrate Thanksgiving, with proceeds benefiting the Hays County Food Bank. 250-500 participants are expected for this inaugural event.

2. Background/History

3. Staff's review and analysis

The event does not involve any food or vending booths. They plan to use power outlets on site and generators as needed. They anticipate using 1/2 portable PA systems for event announcements and music during the event. The organizer will use a race management company in charge of the race timing. They do not have a need for a stage.

Race start/finish will take place in City Park, and use its parking area.

The safety management plan has been reviewed by Buda Police, Public Works and Buda Fire Department. The route has been designed to limit street closures, incorporating side streets and City Park. In addition, Thanksgiving morning is typically a light traffic time.

4. Financial Impact

N/A

5. Summary/Conclusion

The organizer has provided a complete special event permit application and has paid necessary fees. This will provide another new event for citizens of Buda as well as others in the region.

6. Pros and Cons

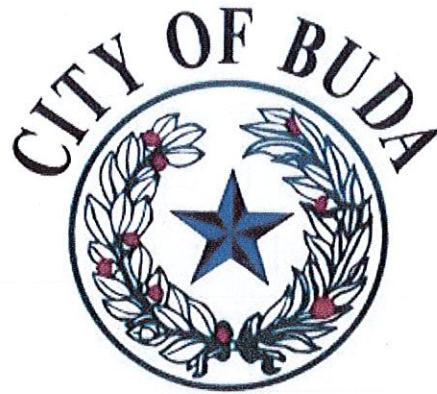
N/A

7. Alternatives

N/A

8. Recommendation

Staff recommends the City Council consider approval.



SPECIAL EVENTS PACKET

A GUIDEBOOK FOR PUBLIC SPECIAL EVENTS

CONTACT INFORMATION:

DREW WELLS, DIRECTOR OF PARKS

DWELLS@CI.BUDA.TX.US

CITY OF BUDA PARKS DEPT.

880 MAIN STREET

P.O. BOX 1218

BUDA, TX 78610

512-295-7170

REVISED AUGUST 7, 2015

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Welcome to Buda!

Thank you for choosing the City of Buda as the host site for your special event. The Buda Parks and Recreation Department is happy to assist you with the coordination of your special event. This information packet is designed to help you understand the policies, regulations and ordinances related to the production of a public special event here in Buda. We are available to answer any questions you might have as you move through the approval process.

The Special Event Packet should be submitted at least 60 days prior to the planned event. Once submitted we will reserve the date until all approvals are obtained. If City Council action is necessary, a representative for the event sponsor is requested to attend the meeting to answer any questions that might arise.

Staff will assist you with all aspects of the planning process as necessary. Our goal is to help you have a safe and successful event. The City of Buda is glad you chose our community to host your special event and we look forward to working with you to make sure your event is truly special!

Drew Wells

Director, Parks and Recreation Department

General Event Information

Name of Event:	Buda Turkey Trot		
Contact Name:	Tim Addante		
Organization:	TBS Productions		
Address:	249 Orchard Hill Trail		
City:	Buda	State:	TX
Zip Code:	78610		
Phone:	512-797-2523	Secondary Phone:	(Richard) 512-917-5013
E-Mail:	tim@budaturkeytrot.com		

Dates of Event:	11/23/17	to	_____
Location:	Buda City Park Pavilion		
Description of Event:	5K running/walking race. Community & family event celebrating Thanksgiving & benefiting the Hays County Food Bank.		
Approximate Number of Participants:	250-500		

ADVERTISING IN BUDA

Advertising may be done on the city’s electronic reader board at a cost of \$20 for 30 days for Non-profit organizations only. Contact the Community Development Department at 512-312-5745.

ALCOHOL LICENSING, PERMITS and Miscellaneous

The Texas Alcoholic Beverage Commission (TABC) controls the sale or distribution of alcoholic beverages. In addition to the rules and regulations set by the TABC, the City of Buda has rules that apply to alcoholic beverages.

- a. Alcoholic beverages. Possession, consumption, or distribution of alcoholic beverages is prohibited within all public parks and recreation facilities without obtaining a city alcohol permit except as follows.

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(2) Possession and consumption of beer and wine is allowed during designated city organized events in designated areas.

- b. Glass containers. It shall be a violation for anyone exhibiting, using, carrying or disposing of glass beverage containers in all public parks.

A copy of the TABC license must be provided to the Parks and Recreation Department one (1) week prior to the event

Will alcohol be sold at this event: Yes ___ No TABC Certificate received on (if applicable) _____
City Alcohol Permit issued on _____ Signature: _____
Director of Parks
Parks and Recreation Phone 512-295-7170

AMUSEMENT RIDES

All amusement rides must meet the Amusement Ride Safety Inspection and Insurance Act, and the Texas Occupations Code Chapter 2151. An amusement owner/operator must file with the Texas Department of Insurance an insurance policy with certain minimum limits for bodily injury for person using the ride and an annual amusement ride safety inspection certificate.

What's considered as an amusement ride?

Most mobile carnival rides, also include, but not limited to the following: concession go-carts, rock-climbing walls, bungee jumps, zip lines, mechanical bulls, trackless trains, continuous airflow inflatable rides/devices and various simulators.

Company/Owner Name _____	Phone _____
Email _____	
___ Received copy of Insurance Policy	
___ Received copy of Inspection Certificate for each ride	
Inspection of the amusement/device Approved? YES ___ NO ___	
Fire Marshal Signature: _____	Date _____
Fire Department Phone 512-295-2232	

AMPLIFIED SOUND AND MUSIC

All sounds and music produced by the Special Event must comply with City Ordinance No. 2013-34 which includes the following restrictions:

1. Maximum of 80 decibels during the day and 65 decibels during the nighttime.
2. If an exception to this standard is desired, please fill out the following:

Company/Owner Name _____	Phone _____
Email _____	
I request an exemption to allow a maximum sound level of _____ decibels until no later than ___ pm	
City Planner Signature: _____	Date Approved by Council: _____
City Planning Department Phone 512-312-5745	

ELECTRICAL SERVICES

The need for electrical services for your event must be carefully considered when planning your event and addressed very early in the planning stages. The cost to design and install electrical services for your event is the responsibility of the sponsoring organization.

A licensed electrician must perform all electrical work and be permitted through ATS inspections, City of Buda inspector and/or Fire Marshal’s office. Any service located on City property that needs alteration for your use must be restored to the previous condition following the event.

The City of Buda will not pay for your electrical set-up needs. The extent of your electrical use may require a consumption charge or the use of generators.

The following must be considered when speaking to your electrician:

- How many food vending booths will you have that require an electrical source? A list of all electrical items to be used in each booth must be provided to the electrician in order to provide adequate electricity to prevent breakers from tripping. This includes microwaves, crock pots, grills, hot plates, etc.
- If you are having any live or recorded amplified music, a stage plot indicating the amount of electricity required must be provide to the electrician. Live bands can consume large amounts of electricity and will require a generator.
- Do you require electrical service and lighting inside your tents?
- Electrical extension cords must be grounded free of splices and cracks and be UL approved.

The City of Buda reserves the right to approve / deny any electrical work done on city property. A consulting electrician might be required for your event depending on the extent of work performed.

Additional Electrical Source information:

- All plugs and lights located in the park are not necessarily active. Plugs are kept off for safety and fire ant reasons. You will need to discuss the layout of the event with Parks staff before making plans.

Will your event require any of the previously mentioned electrical sources? Yes _____ No X

Electricians Name / Company: _____ Phone _____

Electricians Signature: _____

I have read the above information and understand that I am responsible for any damage to the electrical sources that I have performed work on. I am also responsible for any injury that may occur to any person(s) as a result of such work.

★ See electrical servue plan attached

EXEMPTIONS

Specific changes or exemptions from the requirements of the Special Events Packet may require City Council approval. All such requests must be made when the Special Event Packet is approved by the City Council.

FOOD SERVICE

To ensure the safety of visitors and citizens, it is required that any organization, business, or individual selling or distributing food must have their food handler's permit through Hays County.

A copy of the Food Handlers Permit must be provided to the Parks and Recreation Department one (1) week prior to the event

<p>Will food be sold at this event: Yes ___ No <u>X</u></p> <p>Food Handlers Permit received on (if applicable) _____ Signature: _____ Director of Parks</p> <p>Parks and Recreation Phone 512-295-7170</p>

INSURANCE

Any event that is opened to the public must provide public liability insurance from an underwriter licensed to do business in the State of Texas in the amounts NOT LESS than indicated. Comprehensive General (Public) Liability or its equivalent, with minimum combined single limits of \$500, 000 per person, \$1,000,000 per occurrence, \$1,000,000 products/completed operations aggregate and \$1,000,000 general aggregate per occurrence. This can be in the form of one day event insurance or by including the event as a rider on an existing insurance policy. Organizer of the event shall furnish the City of Buda with certificates of insurance or copies of policies, evidencing the required insurance one week before the event. Organizer shall require insurance provider to name the City of Buda as an additional insurer.

A copy of the insurance certificate must be turned in to the Parks and Recreation Department one (1) week prior to the event.

<p>Certificate received on: _____ Signature: _____ Director of Parks</p> <p>Insurance Carrier: _____ Policy #: _____</p> <p>Parks and Recreation Phone 512-295-7170</p>

** See attached Insurance Plan.*

JACKSON TYLER NORRIS MEMORIAL SKATE PARK

JTNM Skate Park or part thereof is not available for rental except for special events.

PARKING - See attached parking plan

The City of Buda is committed to providing useful and appropriate facilities to serve special events of all sizes, from intimate weddings to regional attractions. By design, different sites provide venues appropriate for different size events. Neighborhood parks like Whispering Hollow have shelters that are perfect for small birthday parties while City Park is designed to accommodate thousands of people. Buda venues both large and small have been designed to meet the needs of the users with shade, drinking fountains, tables, and in most cases parking and restrooms without detracting from the comfort and safety of our residents. Facility users are expected to utilize the facilities for their designated purposes to prevent undue hardship on adjacent residents and the City at large. Of primary concern is downtown parking during large events at City Park. The City of Buda has invested tremendous resources to provide sufficient parking for these different events to prevent problems for area residents. To minimize safety concerns and conflicts with residents while encouraging off street parking, the City requires Facility Users to provide free parking at the City Park location. A Parking Plan will be required for all venues. The plan will include location, transportation, direction, traffic flow, emergency access and handicapped parking. The plan requires approval of the Chief of Police and the Director of Public Works.

Parking Plan received on: _____	Signature: _____ Director of Parks
Council Approved: Yes ____ No ____	Signature: _____ Buda Police Chief
	Signature: _____ Director of Public Works
Parks and Recreation Phone 512-295-7170 Police Department Phone 512-312-1001 Public Works Phone 512-312-2876	

PARK CURFEW

All parks are closed from 10 p.m. to 6 a.m. Any request for extended park hours and the closure of any city streets must be submitted in writing and all departments must review the request. The City Council approves the extension of park hours and the closure of streets.

APPLICANT INFORMATION

Name Jim Addante Organization Name (if any) TBS Productions
 Address 249 Orchard Hill trail City Buda Zip Code 78610
 Work Phone 512-797-2523 Home Phone — Mobile —
 Email Address jim@budaturkeytrot.com

PARK RENTAL INFORMATION

Park and/or pavilion rented Buda City Park & Pavilion
 Date(s) of Rental 11/23/17 Use Time: 6am to 12:00 noon (Park Hours are open 6 a.m. – 10 p.m., Except Jackson Tyler Norris Memorial Skate Park which is open 6 a.m. to dusk)
 Describe in detail purpose of park rental start & finish of 5k race. Sponsors to set setup in pavilion along w/ spectators in pavilion & park.

RENTAL FEES PER DAY

Description	Resident Rate	Non-Resident Rate	Deposit
City Park (Large Pavilion)	\$100.00	\$125.00	\$100.00
City Park (Small Pavilion)	\$35.00	\$45.00	\$100.00
Downtown Greenbelt Gazebo	\$35.00	\$45.00	\$100.00
Garlic Creek Park Pavilion	\$35.00	\$45.00	\$100.00
Green Meadows Park Pavilion	\$35.00	\$45.00	\$100.00
Historic Stagecoach Park Pavilion or Amphitheatre	\$50.00	\$65.00	\$100.00
Sportsplex Pavilion	\$50.00	\$65.00	\$100.00
Stoneridge Park Pavilion	\$35.00	\$45.00	\$100.00
Whispering Hollow Park Pavilion	\$35.00	\$45.00	\$100.00
Permit Fees (bounce house, electric, water, sound, etc. if applicable)	\$10.00	\$10.00	N/A
On-Site Inspection Required? (Park Director's discretion)	\$15.00	\$15.00	N/A
	Non-Profit Rate	For-Profit Rate	Deposit
Bradfield Park/Pond Exclusive Rental (Submit Special Event Packet)	\$250.00	\$500.00	\$500.00
City Park Exclusive Park Rental (Submit Special Event Packet)	\$250.00	\$500.00	\$500.00
Jackson Tyler Norris Memorial Skate Park (Submit Special Event Pkt.)	\$250.00	\$500.00	\$500.00
Stagecoach Exclusive Park Rental (Submit Special Event Packet)	\$250.00	\$500.00	\$500.00
Downtown Greenbelt Exclusive Rental (Submit Special Event Packet)	\$150.00	\$300.00	\$500.00
Commercial Activity (annual fee of \$100.00) plus hourly rate	\$20.00/hr	\$20.00/hr	N/A

TOTAL DUE

Rental fee will be withheld without a 14 day cancellation notice. Total rental must be paid at time of reservation.

PAYMENT METHOD

Visa
 MC
 Cash
 Check # _____ Staff Initials _____
 Card# 4427 4221 1871 7522
 Expiration Date 04/20
 CVS# 738
 Date Paid _____

The undersigned, both individually and on behalf of the organization, agrees to defend, indemnify, and hold the City of Buda and it's officers, employees, and agents harmless and free from any liability of any nature, including, but not limited to liability for damage or injury to any persons or property costs and attorney's fees arising out of or in connection with the use of the city recreational facilities regardless of whether the city was actively or passively negligent, either solely or contributory in connection with such liability. I certify that we have received and read the rules and regulations in the Buda Park's policies and reservations. I, the undersigned, do hereby agree that we will abide by the policies governing the use of this facility and I will be responsible for any damages to the facility, furniture or equipment caused by the occupancy of our organization on the premises.

Signature Jim Addante Date 9/14/17

RESTROOM FACILITIES

The provision of restroom facilities is the responsibility of the sponsoring organization. Permanent restrooms at City Park are not available for use during special events. The following guidelines will help you with the coordination of portable toilets for your event.

- An adequate number of toilets must be provided depending upon the number of participants expected and the duration of the event. Other factors include the ratio of male to female participants and the availability / consumption of alcoholic beverages at the event.
- ADA approved accessible toilets must be provided at the event.
- Toilets must be located on a surface that has adequate water drainage. The location must be approved by the Parks and Recreation Department.

Supplier of Port-O-Cans: <u>TX BM Rentals</u>	Phone #: <u>512-412-9489</u>
Date and time of delivery: <u>11/22/17 @ 4:00pm</u>	
Date and time of Pick up: <u>11/24/17 @ 10:00Am</u>	

SAFETY MANAGEMENT PLAN - See attached Safety Plan

Events that are held on City Property must also submit a written Public Safety Management Plan. As the event coordinator, you are responsible for the safety of all participants. Consideration of Safety must be a top priority in all aspects of event planning. The following topics must be covered in your plan.

- Security Name and Schedule
- Crowd Management
- Command Post
- First Aid Station
- Traffic Flow
- Inclement Weather
- Ingress and Egress of Event / Park
- Emergency Services on site if applicable
- Lost Children / Lost and Found Area
- Fencing and Barriers -- ingress and egress

A copy of this plan must be submitted to the City of Buda Parks and Recreation Department to obtain approval from the Fire Marshal and Police Chief.

Emergency Plan received on: <u>09-19-2017</u>	Signature: _____
Approved: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Signature: <u>[Signature]</u> Director of Parks
	Signature: _____ Buda Police Chief
Parks and Recreation Phone 512-295-7170	Signature: _____ Fire Marshal
Police Department Phone 512-312-1001	
Fire Department Phone 512-295-2232	

SECURITY REQUIREMENTS

Based on the size and content of your event, the City may require the use of certified/uniformed Peace Officers (Hays County Sheriff's Department/Buda Police Department/or other licensed Peace Officer). Security for special events is the responsibility of the sponsoring organization. The sponsoring organization must pay for any cost related to the security.

Security guards must be present 30 minutes prior to the beginning of the event to 30 minutes after the event is over. Officers must receive a schedule of the event and the hours they will be required on site as well as itinerary for the event. The names and contact information of these Officers will be required by the Parks and Recreation Department and due one (1) week prior to the event.

The City of Buda has the right to require additional security for your event if deemed necessary

Security information received on: _____	Signature: _____
	Director of Parks
Parks and Recreation Phone 512-295-7170	
Police Department Phone 512-312-1001	
Event Security Approved: Yes <input checked="" type="checkbox"/> No _____	Signature: <u><i>[Signature]</i></u>
	Police Chief
Security Company: <u>Buda Police Dept</u>	Phone#: _____
Officer #1: <u>ofc</u>	Phone#: _____
Officer #2: <u>ofc</u>	Phone#: _____
Officer #3: _____	Phone#: _____
Officer #4: _____	Phone#: _____
Officer #5: _____	Phone#: _____

SITE PLAN

All temporary structures, portable buildings, fences, food booths, stands, stages etc. will require a "Temporary Structure" permit available through the Buda Fire Department (See next page). A map of the event site, detailing the location of all structures must be provided in order to obtain a permit.

Site Plan received on: _____	Signature: _____
	Director of Parks
Approved: Yes _____ No _____	Signature: _____
	Librarian
Parks and Recreation Phone 512-295-7170	

STAGE - N/A

Stages and elevated platforms are the responsibility of the Sponsoring Organization. All such structures are subject to inspection and approval by the Fire Marshal.

TENTS AND TEMPORARY STRUCTURES - See attached

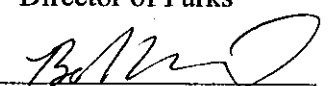
Tents and membrane structures having an area in excess of 200 square feet (14'x14') and canopies in excess of 400 square feet (20'x20') shall not be erected, operated or maintained for any purpose without first obtaining a permit and approval from the Buda Fire Marshal's Office. A map of the event site, detailing the location of all structures must be provided in order to obtain permit. A Permit Fee of \$50 dollars shall be paid to the Buda Fire Department for each tent, canopy or membrane structure.

A **Flame Retardant Certificate** is required for each "permit required" tent. Flame Retardant Certificates can be faxed to the Buda Fire Marshal's office at 512-295-4248.

Tent Vendor: _____	Phone #: _____
Flame Retardant Certificate received on: _____	Rec'd by _____ Fire Marshal or representative
Inspection of tents Approved: Yes ___ No ___	Signature _____ Fire Marshal
Fire Department Phone 512-295-2232	

TRAFFIC CONTROL and STREET CLOSURES - See attached Route proposal

All requests for city street closures must be handled through the Buda Police and Public Works Departments. The Parks and Recreation Department will assist in the procedure for street closure. Final authorization of the street closure must be approved by the City Council. The sponsoring organization will be responsible for all associated costs of required traffic control devices and signage. A detailed map must be submitted outlining the street closure request and should include times of closures.

Request for street closure received on: _____	Signature: _____ Director of Parks
Council Approved: Yes ___ No ___	Signature:  Police Chief
Parks and Recreation Phone 512-295-7170	Signature: _____ Director of Public Works
Police Department Phone 512-312-1001	Signature: _____ Fire Marshal
Public Works Phone 512-312-2876	
Fire Department Phone 512-295-2232	

TRASH AND LITTER REMOVAL

Clean, well kept grounds are important to the safety and the satisfaction of the event participants. Sponsoring Organizations are responsible for maintaining a clean site during the event as well as leaving the venue clean after the event. The City will supply 10 sixty gallon trash receptacles in City Park for use by the Sponsoring Organization during special events. Any additional needed trash receptacles or dumpsters are the responsibility of the Sponsoring Organization. Event sites must be cleared of all ground trash immediately after the event. Failure to properly clean the event site will result in charges against the deposit in an amount relative to the cost of labor and materials required by the City to clean the event site.

Supplier of Trash Receptacles: _____	Phone #: _____
Number of Dumpsters: _____	Number of Trash Cans: _____
Date and time of Delivery: _____	
Date and time of Pick up: _____	

The undersigned, both individually and on behalf of the organization, agrees to defend, indemnify, and hold the City of Buda and its officers, employees, and agents harmless and free from any liability of any nature, including but not limited to liability for damage or injury to any persons or property costs and attorney's fees arising out of or in connection with the use of city recreational facilities regardless of whether the city was actively or passively negligent, either solely or contributory in connection with such liability. I certify that we have received and read the rules and regulations. I, the undersigned, do hereby agree that we will abide by the policies governing the use of this facility and I will be responsible for any damages to the facility, furniture, or equipment caused by the occupancy or our organization on the premises.

Tim Addante
Signature

9/18/2017
Date

TIM ADDANTE
Printed Name

249 Orchard Hill Trail Buda TX 78610
Address City State Zip

512-797-2523
Phone

tim@buda.turkeyfoot.com
Email address

2017 Buda Turkey Trot Electrical Services Plan

- We will not have any food or vending booths on site for this event.
- We will use the power outlets on site at Buda City Park and/or generators for electrical needs.
- We'll have 1-2 portable PA systems used for event announcements and music during the event.
 - o We will use extension cords and on site power outlets for power.
- The race management company in charge of the race timing will use the electrical outlets or be bringing a generator for their electric needs.
 - o They require power to use a printer to print results and plug in the race timing equipment.
- We will not have a stage of any kind for this event.
- We do not require electrical services or lighting inside tents or for the event.
- We will make sure to speak with Parks staff to discuss the layout of the event, using power outlets and plugs and to make sure outlets are turned on.

Thank you very much for your help. Please let us know if you need anything else or have any questions.

Tim Addante
TBS Productions
512-797-2523
tim@budaturkeytrot.com

2017 Buda Turkey Trot Event Insurance

- We will acquire one-day event insurance through The Event Helper insurance company with the minimums described in the Special Events packet.
 - o They work with underwriters licensed to do business in TX.
 - o We will include the City of Buda as additionally insured.
 - o We will acquire and present this to the Parks and Recreation Dept 1 week prior to the race as we will not know total participants until that time.

Thank you very much for your help. Please let us know if you need anything else or have any questions.

Tim Addante
TBS Productions
512-797-2523
tim@budaturkeytrot.com

2017 Buda Turkey Trot (BTT) Parking Plan

There will be ample parking for the BTT. We have discussed this with Buda Police and Fire Dept as well as the staff with the city parks and rec.

- Anticipated attendance is 250 – 500 people
- Many families carpooling
- The start/finish will be in Buda City Park
- Majority of parking will be in the large parking lot just north of the pavilion in Buda City Park, highlighted in yellow on the attached Parking Plan.
 - o Estimated parking for up to 200 cars, and/or 200-600 people
 - o There will be Parking signs on San Antonio St with arrows directing people to this lot.
 - o There will be 2 designated volunteers in the parking area to give direction as well.
- There will also be street parking available throughout Main St.
 - o All spaces should be available as most businesses will be closed.
 - o Estimated 50 parking spaces, and/or 50-150 people
 - o Highlighted in yellow on the Parking Plan.
- There will also be parking available in the designated spaces on San Antonio St.
 - o We will NOT be running down San Antonio St. The runners will run in the park on the sidewalk in Buda City Park
 - o Estimated 30 parking spaces and/or 30-90 people
 - o Highlighted in yellow on the Parking Plan
- There will also be parking available on neighborhood streets such as; Austin St, Elm St, San Marcos St, Ash St,
 - o Estimated 50-100 spaces and/or 50-300 people
 - o Highlighted in yellow on the Parking Plan
- ~~Additional Parking available on both sides of Railroad St.~~
 - o ~~Estimated 50-70 spaces and/or 50-150 people~~
- Parking instructions and this map will be emailed to all participants prior to event.

There is available parking for our anticipated attendance as well as if attendance surpasses 500 people.

Thank you for your help. For any questions or concerns please let us know.

Tim Addante
TBS Productions
512-797-2523
tim@budaturkeytrot.com

BUDA TURKEY TROT PARKING PLAN



BUDA TURKEY TROT SAFETY MANAGEMENT PLAN

Event Date: 11.23.17 8:00am-12:00pm

- Security Name and Schedule:
 - o There will hire 2 Buda Police Officers for the event. Their hours will be from 8:00am to 12:00 noon. That will include 30 minutes before and after the event.
- Crowd Management:
 - o We will have 4 event managers on site overseeing the event. We will all have direct access to each other via phone as well as the police officers.
 - Tim Addante and Josh Bumb: Site Management; Pavilion operations, crowd control, personnel and sponsor management.
 - Richard Veregge & David Barrientos; course, parking, and race management.
 - They will both be on or have access to bicycles during the race. They'll be monitoring and reporting any safety/medical issues and race management.
 - o We will have an announcer with a PA system that will be directing the crowd. He will be announcing event information. We will have access to the PA for any specific announcement or direction for the crowd.
 - o Participants (crowd) will gather in City Park grass and pavilion before and after the race. They will be in the pavilion visiting with sponsors or family and friends.
 - Beforehand: stretching, warming up, visiting with family and friends.
 - There will be a kids 100 yard dash in the grass at City Park at 8:30am.
 - o We will be able to reach the entire crowd via the PA system and direct contact.
 - o Additionally, there will be signage throughout the event labeling:
 - Medical Tent, Registration/Sign-in Tent, & Security / Lost and Found
 - o There will also be over 20 volunteers, identified in shirts, to help with crowd mgmt.
- Command Post:
 - o Our Command Post will be at the announcer tent. We will ensure all event managers have phone numbers for each other as well as police and medical personnel. We will also provide police and medical personnel contact information for the four event managers.
- First Aid Station and EMS:
 - o There will be a designated Medical Tent on site under the Pavilion. The medical tent will have direct access to a road for transportation if needed.
 - o There will be signage labeling the tent, and we will have frequent announcements identifying the tent location. We will have a first aid kit and additional medical supplies for common running injuries on site.
 - o We will also have personnel from Inertia Sports Medicine on site to assist with any medical issues and emergency services.
 - o There will be 2 Buda Police Officers on site to help with any Emergency Services, as well as designated EMS folks participating in the race.
- Traffic Flow
 - o We anticipate very light additional traffic, if any, during Thanksgiving morning around the event area, outside of personnel participating in the event.
 - o There will be signage for Parking at City Park as participants arrive and volunteers directing cars to the parking area as well. Additional street parking available.

- We are requesting to close the southbound land of Main St for 20 minutes (9:25am – 9:45am) and supplied a full detailed course plan.
- A complete parking plan is included in this packet. Please reference that document for designated parking locations.
- At the conclusion of the event vehicles will leave the parking area of City Park. We will have 2 designated volunteers to help with traffic flow leaving the parking area.
- Inclement Weather
 - The event will go on through rain.
 - If there is lightening and or a thunderstorm present we will postpone the event and gather under the pavilion until the storm passes.
 - We will have the race through light or even heavy rain.
 - We will sent out the weather forecast via email the week of the race and advise of any adverse conditions
 - The PA system and announcer will be under a covered tent.
 - We will move any/all setup to the pavilion if heavy rain is present.
 - There is not a cancellation date
- Ingress and Egress of Event/Park
 - The event is open to the public to participate and spectate.
 - Someone can sign up the morning of the event onsite if they wish.
 - Anyone on foot can enter and leave as they wish.
 - We will ask/announce cars parked at City Park to wait until the event is over before leaving as to not interfere with participants running on the course.
 - If someone needs to leave there will be a volunteer stationed at the parking lot for any assistance needed.
- Lost Children / Lost and Found
 - Lost children, parents w/ missing children, & lost & found report to the Announcer tent.
 - We will make multiple announcements during the event regarding all of these categories.
 - We will also have a sign on the Announcer tent for Lost and Found as well.
- Fencing and Barriers – ingress and egress
 - We will utilize the existing fence around City Park for crowd control and ingress/egress.
 - We will have cones and temporary fencing near the start/finish line of the race.
 - The race course will be clearly marked and volunteers will be at heavy traffic areas identifying any place that pedestrians should not enter.
 - The public and enter/exit the park anywhere they would like and use their discretion as to not interfere with runners/participants in the race.

Thank you very much for your help. Please let us know if you need anything else or have any questions.

Event contacts:

Tim Addante: 512-797-2523, Tim@budaturkeytrot.com

David Barrientos: 512-415-2989

Richard Veregge: 512-917-5013

Josh Bumb: 512-433-9824

BUDA TURKEY TROT SECURITY REQUIREMENTS

Event Date: 11.23.17 8:00am-12:00pm

- There will be 2 hired Buda Police Officers for the entirety of the event.
- We have 4 event managers that will work with police
- There will be roughly 20 volunteers as well that has safety and security as their top priority.

BUDA TURKEY TROT SECURITY TRASH REMOVAL

- The city provided ten (10) sixty gallon trash receptacles with the Buda City Park rental will suffice for all trash in Buda City Park.
- There will be 2-3 water stations along the course which will have 1 trash receptacle at each location. Volunteers will clean all trash and cups from each water station site.
- BTT will ensure all trash and litter is cleared at the conclusion of the event in City Park.

Thank you very much for your help. Please let us know if you need anything else or have any questions.

Event contacts:

Tim Addante: 512-797-2523, Tim@budaturkeytrot.com

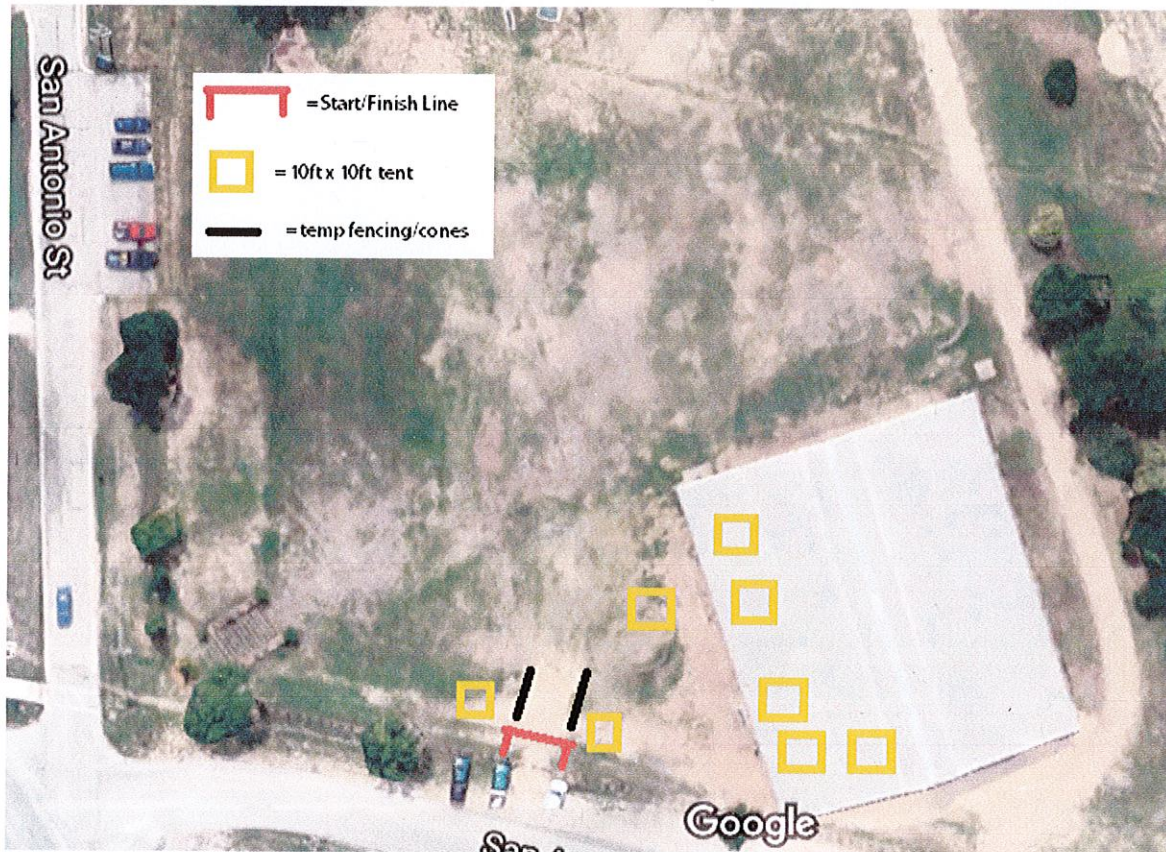
David Barrientos: 512-415-2989

Richard Veregge: 512-917-5013

Josh Bumb: 512-433-9824

BUDA TURKEY TROT SITE PLAN

- The only temporary structure we will have is the Start/Finish line scaffolding of the race.
 - o Scaffolding dimensions are 16' wide x 4' deep x 10' tall
 - Scaffolding will be assembled the morning of the event and disassembled immediately following the event.
 - Scaffolding is labeled as the red arch on the Site Plan Map.
- There will not be a stage, and there are no permit required tents.
- There will be pop-up tents/canopy's on site for various sponsors, announcements, check-in, medical, etc.
 - o Each tent will be 10' x 10' at the largest. They will be assembled the morning of the event and disassembled immediately following the event.
 - Tents are labeled in yellow squares on the Site Plan Map
 - Announcer tent and race mgmt. tent are next to the start/finish line.
 - Additional tents/tables will be in the pavilion: Medical, water, sponsors, registration, etc.



Thank you very much. Please let us know if you need anything else or have any questions.

Tim Addante: 512-797-2523, Tim@budaturkeytrot.com

2017 Buda Turkey Trot Proposed Route #2, Detailed Route Description

Please see the accompanying Proposed Route #2 Map.

- Race centered in Buda City Park. Sponsors/vendors will set up in the Pavilion area, as well as medical, water, and registration tables/tents.
 - o We will have all sponsors and event logistics set up by 7:45am
 - o Day-of registration and packet pick up will open at 8:00am on 11/23/17.
 - o We'll have a kids 100 yard sprint in the grass of the Park at 8:30am.
 - This should take 5-10 minutes to run and give prizes to winners.
 - o Warm-up, music, announcements from 8:45am ~ 9:00am
 - o Runner line up & Opening Ceremonies at 9:10
- The main race will start and finish in the same place, which will be the south entry gate of the park on San Antonio St. (South yellow gate)
 - o We'll have a start/finish line over the gate opening. Participants will gather behind the starting line in the grass in the park prior to the start of the race. Race starts at 9:30am.
 - o Upon the start, runners will head south on San Antonio St and take a quick right turn onto San Antonio St going west to San Marcos St.
 - o At San Marcos St, turn right onto the dirt road and into City Park.
 - o Take the dirt road about 150 feet and through the gate into City Park and onto the running path going east toward the pavilion and back to San Antonio St.
 - o At San Antonio St turn left onto Garison Rd going north.
 - o Take Garison Rd 1.15 miles over Onion Creek until it dead ends at the turnaround.
 - o Return back down Garison Rd going south back to City Park. (1.15 miles)
 - o Upon reaching the intersection of San Antonio and Main St, continue down Main st, on the wide sidewalk on the east side of the street, until reaching Elm St.
 - o Take a right (west) on Elm St until it reaches Ash St.
 - o At Ash St. take a right (north about 150 ft) to San Antonio St.
 - o Turn right at San Antonio St. and head east toward San Antonio St. (north)
 - o At San Antonio St. take a left (north for about 50 ft) back to the finish line.
 - o They finish the race the exact same spot they started and run into the grass area and to the Pavilion where there is water, food, family, sponsors, vendors, etc.
 - o Race should be over around 11:00am.
 - o We'll tally results and have a quick awards ceremony for the overall winners.
 - o There will also be a check presentation to The Hays County Food Bank.
 - o Event should be over between 11:30am and Noon.
 - o We recommend a police officer/car at the intersection of Main St. and San Antonio St, and another officer somewhere on either Elm St or West San Antonio St.
 - o We'll have multiple volunteers along the course to help with course direction & safety.
 - o There will be 2-3 water stations along the course as well.

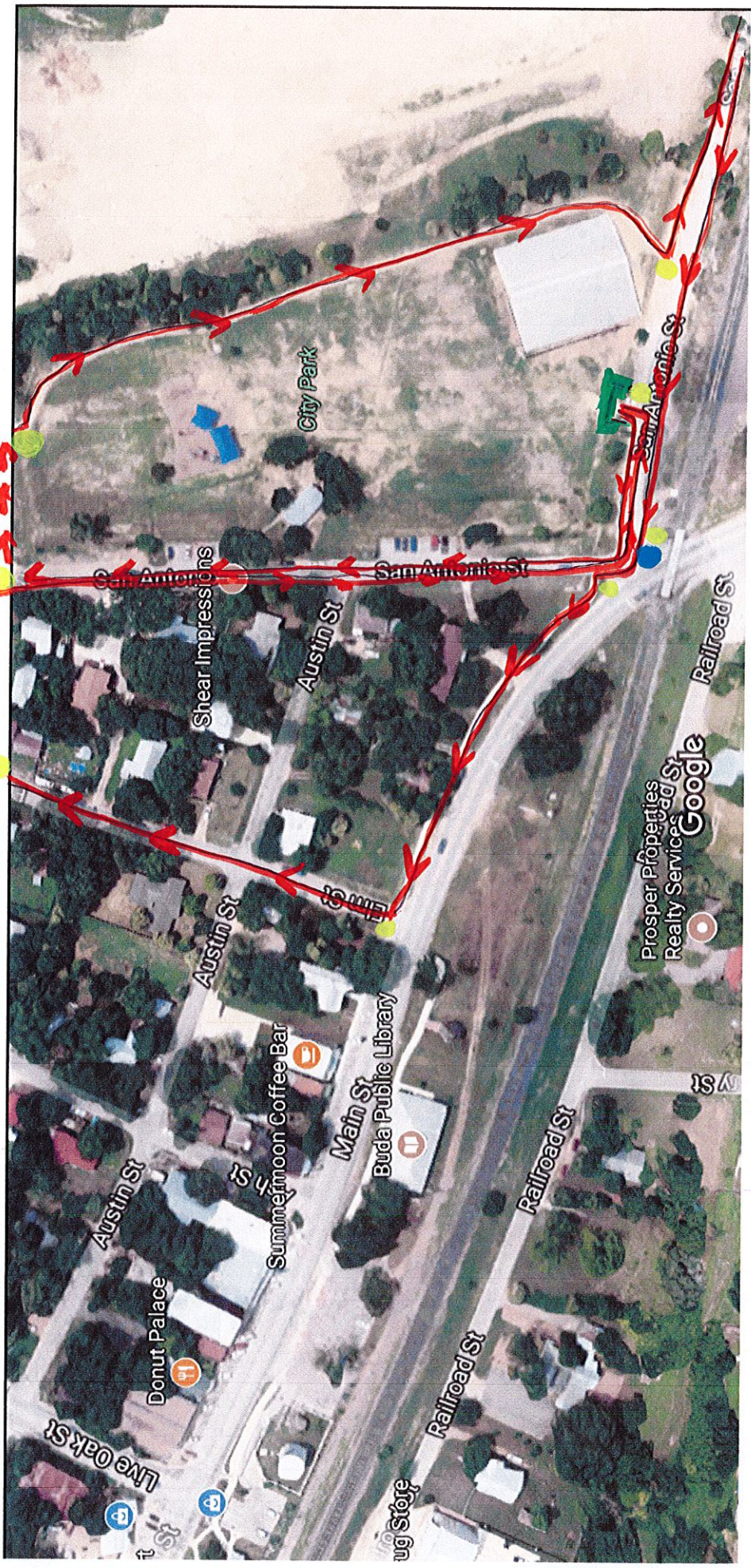
Thank you very much for your consideration of this route and event. This event is aimed to be an annual tradition in Buda to celebrate Thanksgiving, family, community, our city, healthy lifestyles, and philanthropy.





Please let us know anything else you need and/or questions you have. Thank you,

Tim Addante; TBS Productions
512-797-2523; Tim@budaturkeytrot.com

2017 Buda Turkey Trot
Route Proposal #2

Google Maps



-  course / route & direction
-  Police Officer / car
-  Volunteer(s)
-  start / Finish



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-670-

Contact: Chance Sparks

Subject: Approval of the final plat of Stonefield Section 12, being 12.302 acres out of the George Herder Survey, Hays County, Texas and located on Old Goforth Road east of Tom Green School Road (FP 17-13) (Assistant City Manager Chance Sparks)

1. Executive Summary

The Stonefield Section 12 plat contains 60 single-family lots and 4 open space lots within 12.302 acres. Approval of subdivision plats constitutes a ministerial action under the provisions of Texas Local Government Code Chapter 212. Staff, as well as the City's consulting engineer, has found the plat in compliance with applicable regulations. The Planning & Zoning Commission recommended the City Council consider approval at their September 26th meeting.

2. Background/History

The preliminary plan for Stonefield was originally approved in the fall of 2005 and was originally referred to as the "Horton Tract". It was last revised in October 2012 in order to create an amenity center. The Preliminary Plan approval included a variance allowing the development a maximum of 18 lots on a single block face rather than 12, as well as variances regarding interior angle of eyebrows (corner cul-de-sacs). Sections 1-11 have been platted. Section 12 is the final section of Stonefield.

3. Staff's review and analysis

The Section 12 final plat encompasses 60 single-family residential lots and 4 open space lots within 12.302 acres. The plat is adjacent to Stonefield Sections Six and Eleven and is across Old Goforth Road from Tom Green Elementary School. With this plat, Calomel Trail will connect to Jasper Trail via routes other than Tanzanite Circle. No parkland is dedicated in this section; however this plat abuts the park that was dedicated in Section 11. The City of Buda provides wastewater service to the subdivision via the South Buda Water Control & Improvement District. Goforth Special Utility District provides water service, also via the South Buda Water Control and Improvement District. The property is located in the ETJ due to the South Buda Water Control and Improvement District.

4. Financial Impact

Parkland fees are assessed at \$738.63 per lot, which totals \$47,017.80 for this plat.

5. Summary/Conclusion

This is a conventional final plat. The plat, as shown, complies with applicable codes and regulations. Plat approval is a ministerial function of the City—if the final plat meets applicable codes and regulations, approval is required.

6. Pros and Cons

Pros and cons are discussed within the alternatives.

7. Alternatives

As a ministerial action, few alternatives are available. Under the provisions of Texas Local Government Code Chapter 212. Staff, as well as the City’s consulting engineer, has found the plat in compliance with applicable regulations. Approve as presented – The applicant has satisfied the provisions of the UDC, and other applicable regulations. Denial – Should this option be chosen, the City and individual members are exposed to significant liability. Specific deficiencies would need to be identified. Table – Should this option be chosen, staff requests specification of the information needed in order to take action at a future date. Take No Action – This option would ultimately result in a statutory approval under Chapter 212 of Local Government Code. While possible, staff does not recommend this approach.

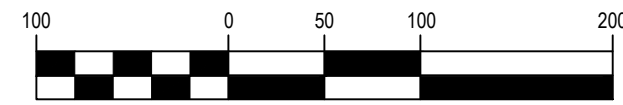
8. Recommendation

The Planning & Zoning Commission recommended the City Council consider approval at their September 26th meeting. Assessment by staff indicates all applicable requirements of the Unified Development Code and Development Agreement have been satisfied. Payment of any required parkland fees will be made prior to recording of the plat. Staff recommends approval of the final plat of Stonefield Subdivision, Section 12.

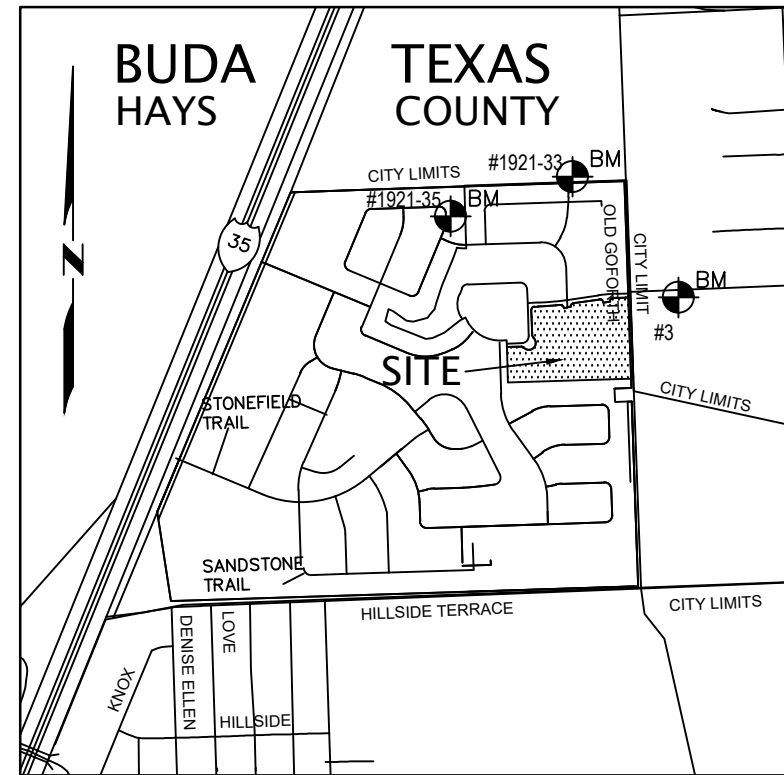
STONEFIELD SECTION TWELVE

12.302 ACRES OF LAND OUT OF THE GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239, SITUATED IN THE CITY OF BUDA ETJ, HAYS COUNTY, TEXAS

GRAPHIC SCALE



(IN FEET)
1 inch = 100 ft.

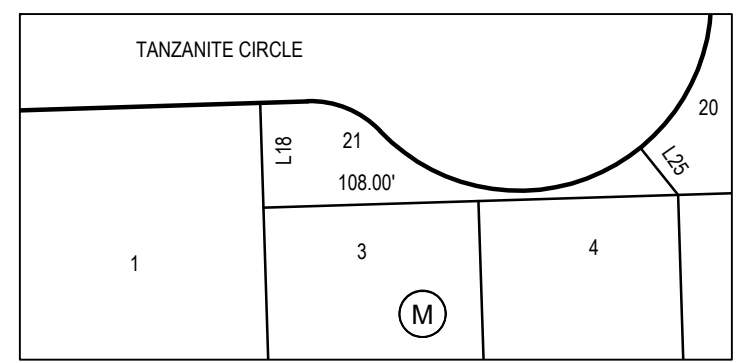
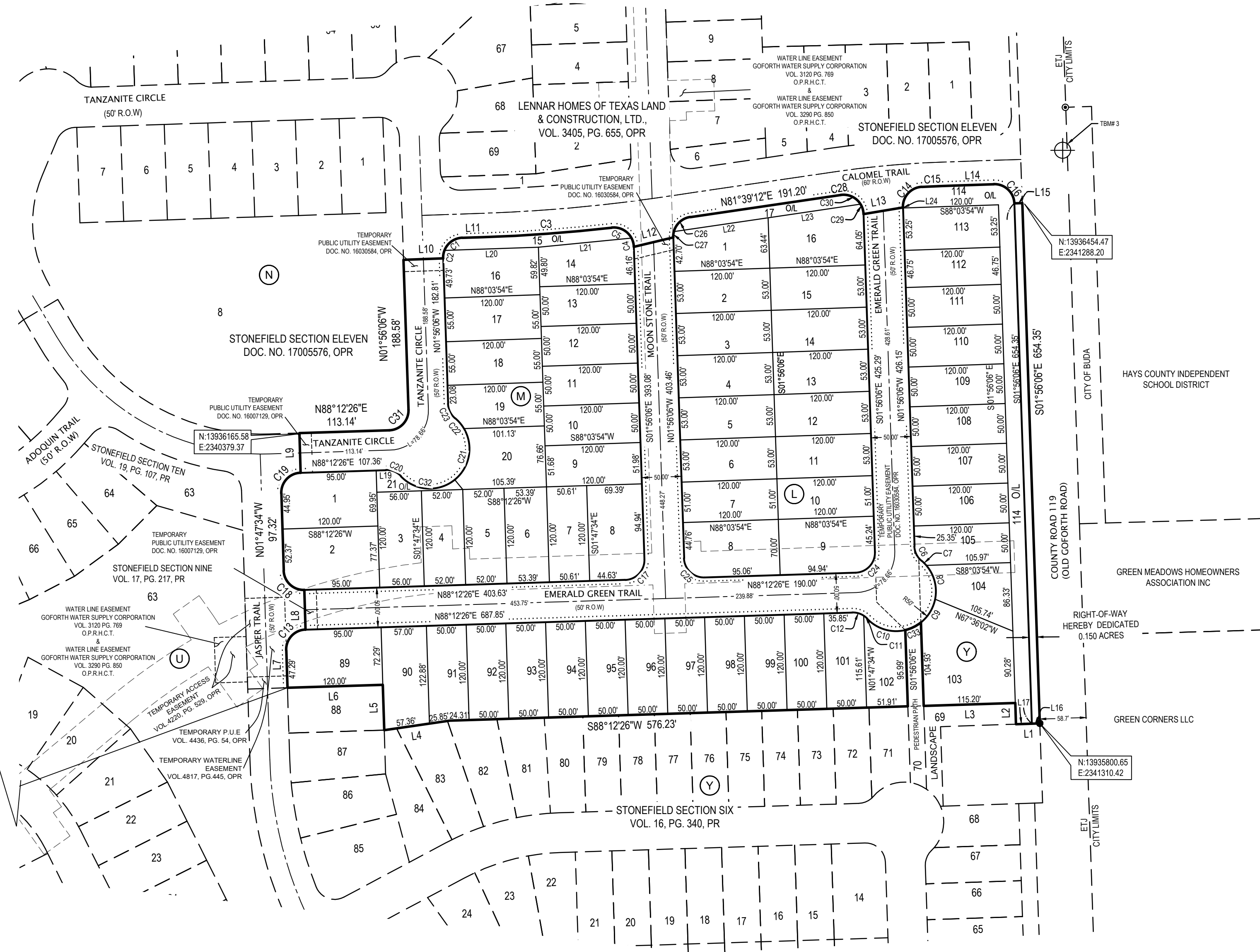


LOCATION MAP (NOT TO SCALE)

LEGEND

- IRON PIPE FOUND
- 1/2" IRON ROD FOUND (UNLESS STATED)
- 1/2" IRON ROD W/ICAP SET STAMPED "CUNNINGHAM ALLEN INC."
- B.L. BUILDING LINE
- "CAI" CUNNINGHAM ALLEN INC
- P.U.E. PUBLIC UTILITY EASEMENT
- R.O.W. RIGHT-OF-WAY
- OPR OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS
- PR PLAT RECORDS OF HAYS COUNTY, TEXAS
- DR DEED RECORDS OF HAYS COUNTY, TEXAS
- VOL. VOLUME
- PG. PAGE
- WWE WASTEWATER EASEMENT
- D.E. DRAINAGE EASEMENT
- PROPOSED SIDEWALK
- BM BENCHMARK
- OIL OPEN SPACE AND LANDSCAPE LOT

BENCHMARK INFORMATION
 NGS MONUMENT "V-1305"
 N= 13934902.45
 E= 2337793.69
 ELEV. = 716.57' (NAVD88)
 TEXAS COORDINATE SYSTEM
 OF 1983, SOUTH CENTRAL ZONE



DETAIL
LOT 21, BLOCK M

ENGINEER: CUNNINGHAM-ALLEN, INC.
 3103 BEE CAVE ROAD, SUITE 202
 AUSTIN, TX. 78746

SURVEYOR: CUNNINGHAM-ALLEN, INC.
 3103 BEE CAVE ROAD, SUITE 202
 AUSTIN, TX. 78746

PLANNER: TGB, INC.
 3050 POST OAK BLVD.
 HOUSTON, TX. 77056

OWNER: LENNAR HOMES OF TEXAS LAND AND
 CONSTRUCTION, LTD.
 12301 RESEARCH BOULEVARD, BLDG. 4, SUITE 450
 AUSTIN, TX. 78759

SUBDIVIDER/DEVELOPER:
 LENNAR HOMES OF TEXAS LAND AND
 CONSTRUCTION, LTD.
 12301 RESEARCH BOULEVARD, BLDG. 4, SUITE 450
 AUSTIN, TX. 78759
 BY: SCOTT TEETER

TOTAL AREA:	12.302 ACRES
NUMBER OF LOTS:	60
SINGLE FAMILY (LOTS LESS THAN 1 ACRE):	60
R.O.W. DEDICATION:	2.646 ACRES
PARK DEDICATION:	0
OPEN SPACE & LANDSCAPE:	0.563 ACRES
TOTAL:	12.302 ACRES
TOTAL NUMBER OF BLOCKS:	3
SURVEY:	GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239
STREET DEDICATION:	2.029 LF

SUBMITTAL DATE: APRIL 04, 2017

	3103 Bee Cave Road, Suite 202 Austin, Texas 78746-6819		Tel.: (512) 327-2946
	www.cunningham-allen.com		Fax: (512) 327-2973
Firm Registration: TBPE# F-284; TBPLS# 10000900		DATE: 02/2017	PROJECT NO.: 351.0133
Engineers - Surveyors		DRAWN BY: JJ	SHEET 1 OF 3

STONEFIELD SECTION TWELVE

12.302 ACRES OF LAND OUT OF THE GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239, SITUATED IN THE CITY OF BUDA ETJ, HAYS COUNTY, TEXAS

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°03'54"W	30.00'
L2	N01°56'06"W	26.64'
L3	S88°12'26"W	115.20'
L4	S81°48'00"W	83.21'
L5	N01°47'34"W	57.00'
L6	S88°12'26"W	120.00'
L7	N01°47'34"W	47.29'
L8	N01°47'34"W	50.00'
L9	N01°47'34"W	50.00'
L10	N88°03'54"E	50.00'
L11	N88°05'23"E	26.24'
L12	N76°35'58"E	51.02'
L13	N80°29'50"E	50.44'
L14	N88°03'54"E	64.16'
L15	N88°03'54"E	10.00'
L16	S88°03'54"W	10.00'
L17	S88°03'54"W	20.00'
L18	N01°47'34"W	27.32'
L19	N88°12'26"E	12.36'
L20	N88°00'23"E	117.92'
L21	N84°26'04"E	117.64'
L22	N81°39'12"E	119.63'
L23	N81°39'12"E	117.39'
L24	S01°56'05"E	0.80'
L25	S39°00'42"E	15.70'

CURVE TABLE					
CURVE	RADIUS	LENGTH	DELTA	CHORD BRG.	CHORD
C1	25.00'	29.02'	66°30'18"	S54°50'14"W	27.42'
C2	25.00'	10.26'	23°31'10"	S09°49'29"W	10.19'
C3	2030.00'	161.94'	4°34'14"	N85°48'16"E	161.90'
C4	25.00'	11.49'	26°20'30"	N15°06'21"W	11.39'
C5	25.00'	29.76'	68°12'16"	N62°22'43"W	28.03'
C6	25.00'	21.03'	48°11'23"	S26°01'47"E	20.41'
C7	50.00'	8.30'	9°30'28"	S45°22'14"E	8.29'
C8	50.00'	45.37'	51°59'27"	S14°37'17"E	43.83'
C9	50.00'	35.00'	40°06'25"	S31°25'39"W	34.29'
C10	50.00'	52.04'	59°38'06"	N73°25'14"W	49.72'
C11	25.00'	5.99'	13°43'15"	N50°27'48"W	5.97'
C12	25.00'	15.04'	34°28'08"	N74°33'30"W	14.81'
C13	25.00'	39.27'	90°00'00"	S43°12'26"W	35.36'
C14	25.00'	38.71'	88°42'24"	S42°25'07"W	34.95'
C15	1170.00'	26.41'	1°17'36"	S87°25'07"W	26.41'
C16	25.00'	39.27'	90°00'00"	N46°56'06"W	35.36'
C17	25.00'	39.33'	90°08'32"	S43°08'10"W	35.40'
C18	25.00'	39.27'	90°00'00"	N46°47'34"W	35.36'
C19	25.00'	39.27'	90°00'00"	N43°12'26"E	35.36'
C20	25.00'	21.03'	48°11'23"	S67°41'52"E	20.41'
C21	50.00'	71.19'	81°34'58"	N10°11'49"E	65.33'
C22	50.00'	17.04'	19°31'49"	N40°21'34"W	16.96'
C23	25.00'	21.03'	48°11'23"	N26°01'47"W	20.41'
C24	25.00'	39.33'	90°08'32"	S43°08'10"W	35.40'
C25	25.00'	39.21'	89°51'28"	N46°51'50"W	35.31'
C26	25.00'	28.98'	66°25'19"	S48°26'33"W	27.39'
C27	25.00'	7.49'	17°09'59"	S06°38'54"W	7.46'
C28	1170.00'	2.08'	0°06'07"	N81°42'16"E	2.08'
C29	25.00'	42.02'	96°18'35"	S50°05'23"E	37.25'
C30	25.00'	28.93'	66°22'22"	N65°04'35"W	27.34'
C31	25.00'	39.33'	90°08'32"	N43°08'10"E	35.40'
C32	50.00'	74.53'	85°24'31"	S86°18'26"E	67.82'
C33	50.00'	22.06'	25°16'50"	S64°07'18"W	21.88'

Parcel Area Table	
LOT NO.	ACREAGE
BLOCK "M"	
1	0.190
2	0.210
3	0.154
4	0.143
5	0.143
6	0.147
7	0.139
8	0.188
9	0.143
10	0.138
11	0.138
12	0.138
13	0.138
14	0.147
15	0.078
16	0.164
17	0.152
18	0.152
19	0.146
20	0.178
21	0.030

Parcel Area Table	
LOT NO.	ACREAGE
BLOCK "L"	
1	0.156
2	0.146
3	0.146
4	0.146
5	0.146
6	0.146
7	0.140
8	0.189
9	0.190
10	0.140
11	0.146
12	0.146
13	0.146
14	0.146
15	0.146
16	0.193
17	0.077

Parcel Area Table	
LOT NO.	ACREAGE
BLOCK "Y"	
89	0.196
90	0.165
91	0.139
92	0.138
93	0.138
94	0.138
95	0.138
96	0.138
97	0.138
98	0.138
99	0.138
100	0.138
101	0.137
102	0.119
103	0.298
104	0.144
105	0.135
106	0.138
107	0.138
108	0.138
109	0.138
110	0.138
111	0.138
112	0.129
113	0.147
114	0.377

SUBMITTAL DATE: APRIL 04, 2017

 Cunningham Allen Engineers • Surveyors	3103 Bee Cave Road, Suite 202 Austin, Texas 78746-6819 www.cunningham-allen.com Firm Registration: TBPE# F-284; TBPLS# 10000900	Tel.: (512) 327-2946 Fax: (512) 327-2973
	DATE: 02/2017 DRAWN BY: JJ	PROJECT NO.: 351.0133 SHEET: 2 OF 3

STONEFIELD SECTION TWELVE

12.302 ACRES OF LAND OUT OF THE GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239, SITUATED IN THE CITY OF BUDA ETJ, HAYS COUNTY, TEXAS

BEARING REFERENCE: GRID NORTH, TEXAS COORDINATE SYSTEM OF 1983 (CORS) SOUTH CENTRAL ZONE.

THE DISTANCES SHOWN HEREON ARE SURFACE VALUES SCALED FROM GRID (U.S. SURVEY FEET), USING A COMBINED SCALE FACTOR (CSF) OF 0.99991194 (GRID=SURFACE*CSF)

ALL COORDINATES SHOWN HEREON ARE STATE PLANE GRID, TEXAS COORDINATE SYSTEM OF 1983 (CORS), SOUTH CENTRAL ZONE.

THIS PROPERTY IS IN ZONE X (NOT SHADED), AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN, OF THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 48209C0280F, WHICH BEAR AN EFFECTIVE DATE OF SEPTEMBER 2, 2005. THE SURVEYOR MAKES NO ASSURANCE AS TO THE ACCURACY OF THE DELINEATIONS SHOWN ON THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP.

REFERENCE BENCHMARKS: (NAVD 88)

NGS MONUMENT U-1305 (STAINLESS STEEL ROD)
ELEVATION = 748.73'

NGS MONUMENT V-1305 (STAINLESS STEEL ROD)
ELEVATION = 716.57'

SITE BENCHMARKS: (NAVD 88)

TBM# 1921-33 SQUARE CUT ON BACK OF CURB ON EAST SIDE OF GREEN BRIAR STREET APPROXIMATELY +/- 130' SOUTH OF INTERSECTION OF STONE RIM LOOP AND GREEN BRIAR STREET, APPROXIMATELY +/- 15' EAST OF CENTERLINE OF GREEN BRIAR STREET.
ELEVATION = 762.81'

TBM# 1921-35 SQUARE CUT ON BACK OF CURB ON NORTH SIDE OF SHALE CIRCLE APPROXIMATELY +/- 15' NORTH OF CENTERLINE OF SHALE CIRCLE APPROXIMATELY 150' +/- EAST OF INTERSECTION OF SHALE CIRCLE AND ADOQUIN TRAIL.
ELEVATION = 775.59'

TBM# 3 "L" CUT ON THE TOP OF CURB, EAST SIDE OF OLD GOFORTH ROAD, NORTH SIDE OF SCHOOL ENTRANCE AT THE WEST END OF CURB, 12' NORTH OF CENTERLINE OF PAVEMENT FOR TOM GREEN SCHOOL ROAD, 27' EAST OF CENTERLINE PAVEMENT OF OLD GOFORTH ROAD- BEING 1083' +/- SOUTH AND 115' +/- EAST OF THE NORTHEAST CORNER OF THE LEN-BUF ACQUISITION 188.387 ACRE TRACT.
ELEVATION = 749.95'

GENERAL NOTES:

- THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF BUDA ETJ.
- THIS SUBDIVISION IS LOCATED IN THE PLUM CREEK WATERSHED AND IS SUBJECT TO COMPLIANCE WITH THE PROVISIONS OF THE BUDA WATER QUALITY PROTECTION ORDINANCE.
- NO LOTS OF THIS SUBDIVISION LIE WITHIN THE BOUNDARIES OF THE EDWARDS AQUIFER RECHARGE ZONE NOR THE EDWARDS AQUIFER CONTRIBUTING ZONE.
- THIS SUBDIVISION LIES WITHIN THE HAYS COUNTY CONSOLIDATED INDEPENDENT SCHOOL DISTRICT.
- BUILDING SETBACK LINES SHALL BE IN CONFORMANCE WITH CITY OF BUDA ZONING ORDINANCE REQUIREMENTS FOR HIGH DENSITY RESIDENTIAL.
- UTILITY SERVICE:
ELECTRIC - PEDERNALES ELECTRIC COOPERATIVE, INC.
TELEPHONE - VERIZON
WATER - GOFORTH WATER SUPPLY CORPORATION
WASTEWATER - SOUTH BUDA WCID #1 AND CITY OF BUDA
- SIDEWALKS ARE REQUIRED ALONG BOTH SIDES OF ALL STREETS AND WITHIN PEDESTRIAN PATH LOTS. THE REQUIREMENT IS 4' AND 6' FOR LOCAL AND COLLECTOR STREETS, RESPECTIVELY. 6' SIDEWALKS ARE LOCATED WITHIN THE PEDESTRIAN PATH LOTS.
- A SITE DEVELOPMENT PERMIT IS REQUIRED PRIOR TO DEVELOPMENT ON ANY NON-RESIDENTIAL LOT.
- A 15' PUBLIC UTILITY EASEMENT IS HEREBY DEDICATED PARALLEL AND ADJACENT TO ALL STREET RIGHT-OF-WAY LINES.
- LOT 15 AND LOT 21, BLOCK M, LOT 17, BLOCK L AND LOT 114, BLOCK Y ARE LANDSCAPE LOTS. THE HOMEOWNERS ASSOCIATION WILL OWN AND MAINTAIN THESE LOTS.
- ALL DRAINAGE FACILITIES LOCATED WITHIN THE DRAINAGE EASEMENTS SHALL BE MAINTAINED BY SOUTH BUDA WCID#1.
- ALL HOUSES BUILT WITHIN THIS SUBDIVISION WILL BE CONNECTED TO SEWER FACILITIES.
- NO DRIVEWAY CONSTRUCTED ON ANY LOT WITHIN THIS SUBDIVISION SHALL BE PERMITTED ACCESS ONTO A PUBLIC ROADWAY UNLESS (A) A PERMIT FOR USE OF THE COUNTY ROADWAY RIGHT-OF-WAY HAS BEEN ISSUED UNDER CHAPTER 751, AND (B) THE DRIVEWAY SATISFIES THE MINIMUM SPACING REQUIREMENT FOR DRIVEWAYS SET FORTH IN CHAPTER 721, OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
- ROAD AND DRAINAGE FEATURES TO BE CONSTRUCTED TO HAYS COUNTY SPECIFICATIONS, AS OUTLINED IN CHAPTER 721 OF THE HAYS COUNTY DEVELOPMENT REGULATIONS.
- THIS SUBDIVISION LIES WITHIN HAYS COUNTY EMERGENCY SERVICES DISTRICT NUMBER 2 AND 8.

STATE OF TEXAS:
COUNTY OF TRAVIS:

KNOW ALL MEN BY THESE PRESENTS, THAT LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., A TEXAS LIMITED PARTNERSHIP, OWNER OF 139.56 ACRES OF LAND OUT OF THE GEORGE HERDER SURVEY NO. 537, ABSTRACT NO. 239, HAYS COUNTY, TEXAS AS CONVEYED BY DEED DATED MAY 30, 2008, AND RECORDED IN VOLUME 3405, PAGE 655 OF THE OFFICIAL PUBLIC RECORDS OF HAYS COUNTY, TEXAS, DOES HEREBY SUBDIVIDE 12.302 ACRES OF LAND TO BE KNOWN AS

"STONEFIELD SECTION TWELVE"

IN ACCORDANCE WITH THE PLAT SHOWN HEREON, SUBJECT TO ANY AND ALL EASEMENTS OR RESTRICTIONS HERETOFORE GRANTED, AND DO HEREBY DEDICATE TO THE PUBLIC THE USE OF THE STREETS AND EASEMENTS SHOWN HEREON.

IN WITNESS WHEREOF THE SAID LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD., HAS CAUSED THESE PRESENTS TO BE EXECUTED BY ITS VICE PRESIDENT, RICHARD MAIER, THEREUNTO DULY AUTHORIZED,

BY: LENNAR HOMES OF TEXAS LAND AND CONSTRUCTION, LTD.

BY: _____
RICHARD MAIER
VICE PRESIDENT

STATE OF TEXAS:
COUNTY OF _____:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED RICHARD MAIER, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING DOCUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SUCH CAPACITY AS THE ACT AND DEED OF SAID CORPORATION FOR PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, A.D. 20____.

NOTARY PUBLIC IN AND FOR _____ COUNTY, TEXAS

CITY CERTIFICATION:

THIS PLAT, STONEFIELD SECTION TWELVE, HAS BEEN SUBMITTED TO AND CONSIDERED BY THE CITY COUNCIL OF THE CITY OF BUDA, TEXAS, AND IS HEREBY APPROVED BY SUCH COUNCIL.

DATED THIS _____ DAY OF _____, 20____, A.D.

ALICIA RAMEREZ, CITY SECRETARY
CITY OF BUDA

I, THE UNDERSIGNED, DIRECTOR OF THE HAYS COUNTY DEVELOPMENT SERVICES DEPARTMENT, HEREBY CERTIFY THAT THIS SUBDIVISION PLAT CONFORMS TO ALL HAYS COUNTY REQUIREMENTS AS STATED IN THE INTERLOCAL COOPERATION AGREEMENT BETWEEN HAYS COUNTY AND THE CITY OF BUDA FOR SUBDIVISION REGULATION WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF BUDA.

ROXIE McINNIS DATE
DIVISION MANAGER
HAYS COUNTY DEVELOPMENT SERVICES

NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO AN INDIVIDUAL WATER SUPPLY OR A STATE-APPROVED COMMUNITY WATER SYSTEM. DUE TO DECLINING WATER SUPPLIES AND DIMINISHING WATER QUALITY, PROSPECTIVE PROPERTY OWNERS ARE CAUTIONED BY HAYS COUNTY TO QUESTION THE SELLER CONCERNING GROUNDWATER AVAILABILITY. RAINWATER COLLECTION IS ENCOURAGED AND IN SOME AREAS MAY OFFER THE BEST RENEWABLE WATER RESOURCE. NO STRUCTURE IN THIS SUBDIVISION SHALL BE OCCUPIED UNTIL CONNECTED TO A PUBLIC SEWER SYSTEM OR TO AN ON-SITE WASTEWATER SYSTEM WHICH HAS BEEN APPROVED AND PERMITTED BY HAYS COUNTY DEVELOPMENT SERVICES. NO CONSTRUCTION OR OTHER DEVELOPMENT WITHIN THIS SUBDIVISION MAY BEGIN UNTIL ALL HAYS COUNTY DEVELOPMENT PERMIT REQUIREMENTS HAVE BEEN MET.

TOM POPE, R.S., C.F.M. DATE
HAYS COUNTY FLOODPLAIN ADMINISTRATOR

ROXIE McINNIS DATE
DIVISION MANAGER
HAYS COUNTY DEVELOPMENT SERVICES

ENGINEER'S CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT I, RICHARD G. COUCH, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE ENGINEERING RELATED REQUIREMENTS OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE. NO PORTION OF THIS SUBDIVISION LIES WITHIN THE BOUNDARIES OF THE 100 YEAR FLOODPLAIN ACCORDING TO THE DATA FROM THE FEDERAL INSURANCE ADMINISTRATION FIRM PANEL NOS. 48209C0280 F, DATED SEPTEMBER 2, 2005, FOR HAYS COUNTY, TEXAS.

RICHARD G. COUCH, P.E. 87285
CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX. 78746
PHONE: 512-327-2946
FAX: 512-327-2973
TBPE REG# F-284

SURVEYOR'S CERTIFICATION:

KNOW ALL MEN BY THESE PRESENTS, THAT I, TOMMY P. WATKINS, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT COMPLIES WITH THE SURVEY RELATED REQUIREMENTS OF THE CITY OF BUDA UNIFIED DEVELOPMENT CODE AND THE HAYS COUNTY DEVELOPMENT REGULATIONS AND FURTHER CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND AND THAT THE CORNER MONUMENTS WERE PROPERLY PLACED UNDER MY SUPERVISION.

TOMMY P. WATKINS, RPLS
TEXAS REG. NO. 4549
CUNNINGHAM-ALLEN, INC.
3103 BEE CAVE ROAD, SUITE 202
AUSTIN, TX. 78746
PHONE: 512-327-2946
FAX: 512-327-2973
TBPLS FIRM REG. NO. 10000900

PRELIMINARY
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT
CUNNINGHAM-ALLEN, INC.


STATE OF TEXAS:
COUNTY OF HAYS:

I, LIZ GONZALEZ, COUNTY CLERK OF HAYS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE FOREGOING INSTRUMENT OF WRITING WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR RECORD IN MY OFFICE ON THE _____, DAY OF _____, 20____, A.D. AT _____ O'CLOCK ____M., IN THE PLAT RECORDS OF HAYS COUNTY, TEXAS, UNDER DOCUMENT NUMBER _____.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE _____ DAY OF _____, 20____, A.D.

LIZ GONZALEZ, COUNTY CLERK
HAYS COUNTY, TEXAS

SUBMITTAL DATE: APRIL 04, 2017

 Cunningham Allen Engineers • Surveyors	3103 Bee Cave Road, Suite 202 Austin, Texas 78746-6819 www.cunningham-allen.com Firm Registration: TBPE# F-284; TBPLS# 10000900	Tel.: (512) 327-2946 Fax: (512) 327-2973
	DATE: 02/2017 DRAWN BY: JJ	PROJECT NO.: 351.0133 SHEET 3 OF 3



September 11, 2017

Mr. Behzad Ghahramani
Cunningham-Allen Inc.
3103 Bee Caves Rd, Suite 202
Austin, Texas
bghahramani@cunningham-allen.com

**RE: Recommendation Letter:
Stonefield Section 12 – Update 2
16000 S IH 35 Frontage Rd
Buda, Texas
(FP 17-13)**

Dear Mr. Ghahramani:

Binkley & Barfield, Inc. (BBI) has reviewed the resubmittal for engineering compliance on behalf of the City of Buda. BBI has determined that the resubmittal sufficiently addressed the previous comment letter. BBI recommends the plans be approved by the City of Buda for engineering compliance, contingent upon the following:

- Vacate the Goforth water line easements currently running through the subdivision. It is understood from the comment response that the Goforth attorney is currently reviewing the easement documents. Note, the document numbers for vacating the easements must be shown on the plat for final approval.
- Provide documentation of Hays County approval (City staff understands a couple of items are outstanding but expected to be resolved by 8/25/17).
- A cost estimate was provided with this updated submittal. It is presumed the applicant wishes to provide a performance bond per the City of Buda Unified Development Code so that the plat can be recorded. Note, the cost estimate must be provided with a resubmittal of the construction plans for final approval.
- Approvals by all other departments and applicable agencies.

Once all approvals have been obtained, please provide one (1) original and two (2) copies of the plan set directly to Chance Sparks, Director of Planning.

If you have any questions, please contact Mr. Sparks directly. Thank you.

Sincerely,

BINKLEY & BARFIELD, INC.
Consulting Engineers

A handwritten signature in black ink, appearing to read 'Rey Gonzalez', with a stylized flourish at the end.

Rey Gonzalez, P.E.

cc: Chance Sparks (City of Buda)
John Nett, P.E. (City of Buda)
Brian Rice, P.E. (BBI)
Project file: 202700/Plan Review/2.08/2017



Hays County Development Services
P.O Box 1006 San Marcos TX 78667-1006
2171 Yarrington Road San Marcos TX 78666
512-393-2150 / 512-493-1915 fax

September 12, 2017

Chance Sparks
Director of Planning
City of Buda

Re: **SUB-822 Stonefield Section 12**

Mr. Sparks,

The Hays County Development Services staff has had an opportunity to review the aforementioned subdivisions for compliance with Hays County subdivision and development regulations. Hays County staff has no further review comments at this time.

Pursuant to the Interlocal Cooperation Agreement between Hays County and the City of Buda for subdivision regulation within the extraterritorial jurisdiction of the City of Buda, please move forward with Approval of the plat as submitted.

If you have any questions please let me know.

Regards,

Roxie McInnis
Division Manager



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-671-

Contact: Chance Sparks

Subject: Hold a public hearing to receive written and oral comments in regarding a request to change the zoning from Agricultural (AG) to Arterial Commercial/Office-Arterial Retail (C2/R2) for approximately 0.89+/- acres and High Density Residential (HR) for approximately 28.48+/- acres for the property located along Hillside Terrace approximately 1,500 feet east of Green Meadows Lane on the north side of Hillside Terrace, being 29.391+/- acres out of George Herder Survey, Hays County, Texas (Z 17-02) (Assistant City Manager Chance Sparks)

1. Executive Summary

This is the statutory public hearing for this zoning change. Staff has made the required public notifications in advance of this hearing, pursuant to the requirements of the city's Unified Development Code and state law. This hearing is being held in accordance with applicable state and local laws as they pertain to public hearings. The Planning & Zoning Commission conducted a public hearing on March 14, 2017, receiving no comments.

2. Background/History

N/A

3. Staff's review and analysis

This is the public hearing aspect of a zoning change request. Detailed analyses are found with the regular agenda item.

4. Financial Impact

N/A

5. Summary/Conclusion

N/A

6. Pros and Cons

N/A

7. Alternatives

N/A

8. Recommendation

This is the public hearing to hear public comments, but not take any action. Action on this item can be considered under the associated regular agenda item. The Chair shall open the public hearing and state the time, receive public comments, then close the public hearing and state the time.



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-664-

Contact: Micah Grau

Subject: Presentation and possible action on the City's water conservation and drought contingency planning efforts (Assistant City Manager Micah Grau)

1. Executive Summary

Council member Altmiller requested an update on the City's water conservation and drought contingency planning efforts.

2. Background/History

The purpose of the Water Conservation and Drought Contingency Ordinance is to protect the environment and the limited regional water sources through effective management and conservation of the City's water supply. The current Water Conservation and Drought Contingency Ordinance was adopted in January 2012. The Texas Water Development Board requires water utilities to update their water conservation and drought contingency plans every five years. The presentation includes a comparison of the City of Buda's current drought stages to that of other surrounding communities and water providers.

The intent of this item is to gather feedback from the City Council so that staff can initiate changes to the ordinance. The City's Sustainability Commission will also have a role in recommending changes to the ordinance for City Council's consideration.

3. Staff's review and analysis

As part of the evaluation of the ordinance, the City will need to review the conditions that trigger the declaration of different drought stages, the water conservation goals for each stage, and any exceptions to meeting the requirements. At the time the ordinance was last reviewed, the Guadalupe-Blanco River Authority (GBRA) did not have a drought plan. The City's new plan should take into account the reductions that would occur with this plan; however, the declaration of drought contingency stages by GBRA or the Barton Springs Edward Aquifer Conservation District should not automatically trigger drought operations in Buda as the City utilizes multiple water supplies.

The City's current ordinance meets most of the requirements of the Texas Water Development Board. Buda's current plan is deficient in that it does not currently contain five and ten-year water savings targets. These are measured in terms of gallons per capital per day (GPCD) and the percentage of

water loss which is a measure of water that is lost between production and retail metering due to leaks and improper accounting of water.

4. Financial Impact

Not applicable.

5. Summary/Conclusion

Staff continues to work on updates to the ordinance. The presentation is to gather feedback from the City Council and to guide the Sustainability Commission and staff in proposing changes to the ordinance. Staff will continue to work on completion of the Utility Profile and will bring a draft ordinance to the City Council later this fall.

6. Pros and Cons

Not applicable.

7. Alternatives

Not applicable.

8. Recommendation

Not applicable.

ORDINANCE NO. 2012-01
**AN ORDINANCE AMENDING CHAPTER 24, CODE OF
ORDINANCES, CITY OF BUDA, TEXAS BY REPEALING
AND REPLACING 24.06, ESTABLISHING REGULATIONS
FOR WATER RESOURCE MANAGEMENT AND
CONSERVATION; PROVIDING FOR A SEVERABILITY
CLAUSE AND REPEALING CONFLICTING
ORDINANCES AND RESOLUTIONS**

WHEREAS, the City has reviewed its Code of Ordinances and conducted public hearings regarding the need and desirability of amendments, revisions, deletions, and modifications; and

WHEREAS, the City desires to establish regulations for water conservation in a manner consistent with its User Drought Contingency Plan in order to provide for the health, safety and general welfare of the citizens of the City and surrounding areas, and to comply with requirements of Section 11.1272 of the Texas Water Code and Chapter 288 of the Texas Administrative Code; and

WHEREAS, this ordinance was passed and approved at a meeting of the City Council of the City of Buda held in compliance with the Texas Open Meetings Act at which a quorum of the City Council Members were present and voting.

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

Section 1. That the City of Buda hereby adopts the revised Drought Contingency Plan attached as Exhibit "A".

Section 2. That Chapter 24, Code of Ordinances, City of Buda, Texas, is hereby amended by repealing Article 24.06 and replacing it with the following:

ARTICLE 24.06 WATER RESOURCE MANAGEMENT AND CONSERVATION

24.06.001 Purpose and Intent.

The purpose of this ordinance is to provide for the health, safety, and general welfare of the citizens of City of Buda, as well as protect the environment and limited regional water sources through the effective management and conservation of the public water supply. This ordinance establishes methods to conserve and manage the public water supply year-round and in times of drought.

24.06.002 Definitions.

The following words and phrases, when used in this article, shall have the meanings respectively ascribed to them in this definitions section, except when the context otherwise requires. Whenever any words and phrases used herein are not defined herein but are defined in the federal and state laws regulating public water supplies and drought management, any such definition therein shall be deemed to apply to such words and phrases used herein, except when the context otherwise requires.

Aesthetic Water Feature. A fountain, waterfall, landscape lake or pond, or another decorative feature where the use is entirely ornamental and serves no other functional purpose.

Aquifer. The Edwards Aquifer.

Automatic Sprinkler Irrigation System. A system of fixed pipes and sprinkler heads that apply water to landscape plants or turf.

BSEACD. The Barton Springs Edwards Aquifer Conservation District.

Cfs. Cubic feet per second.

Charity Car Wash. Any special event involving the washing of vehicles for a donation.

City Manager. The City Manager of the City of Buda, or a person designated by the City Manager to act in his or her behalf.

Commercial Car Wash. Any permanently located or mobile car wash that washes automobiles, trucks, trailers, boats and other mobile equipment for a fee.

Commercial, Mixed Use or Multifamily Customer. For the purposes of this article, a water customer being charged using the commercial rate structure. This includes irrigation meters not associated with a companion residential water account (i.e. landscape lots maintained by home owners associations).

Drip Irrigation System. A system of fixed pipes or hoses with emitters designed to apply water to plants slowly and under pressurized conditions at or below the soil surface.

EAA. Edwards Aquifer Authority.

Existing Facility. A swimming pool, hot tub, aesthetic water feature or any similar facility, installed during any period for which a drought response stage is not in effect.

Existing Landscape. Landscaping plants and/or turf on which installation was completed more than 21 days from the current date.

Foundation Watering. Use of a soaker hose or similar device placed within 24 inches of a building foundation for the purpose of providing moisture to the foundation soils in an effort to prevent cracking or shifting.

GBRA. The Guadalupe Blanco River Authority.

Gray Water. Water that has previously been used in sinks, showers, bath tubs and clothes washing machines.

Hand-held Bucket. A container holding five gallons or less.

Hand-held Hose. A hose equipped with a positive shutoff device.

Health and Safety Use. Use of water for any purpose that is necessary to protect human health and safety.

Impervious Surface. A type of surface that prevents water from penetrating directly into the ground. Impervious surfaces include, but are not limited to, sidewalks, driveways, paved streets, and pavers or stones set with mortar.

Landscape Watering. The application of water to grow landscaping plants.

Landscaping Plant. Any plant, including any tree, shrub, vine, herb, flower, vegetable, fruit, succulent, ground cover or grass species that is used for landscaping purposes or for the support of intensive recreational areas including playgrounds and playing fields.

Makeup. Partial refilling of a swimming pool or hot tub or aesthetic water feature to replace water lost through evaporation or backwashing.

Mobile Car Wash. A commercial car wash equipped with a vehicle or trailer-mounted self-contained washing system with any of the following: water or detergent solution, storage tank, high pressure/low-flow pumping equipment, hoses, spray wand and related appurtenances.

New Facility. A swimming pool, hot tub, aesthetic water feature or any similar facility, installed during any period for which a drought response stage is in effect. When the stage, together with all other stages which precede or succeed that stage in a continuous time period, is rescinded, the new facility will be treated thereafter as an existing facility.

New Landscape. Landscaping plants and/or turf on which installation was completed within the last 21 days.

Non-Commercial Vehicle Washing. The washing of automobiles, trucks, trailers, boats, and other mobile equipment at a private residence.

Non-Essential Water Use. Any usage of water that is not required for:

- (1) A health and safety use;
- (2) Personal needs such as drinking, bathing, cooling, heating, cooking, food preparation, cleaning or sanitation;
- (3) Medical or industrial processes; or
- (4) Watering of livestock

Not in Use. As it relates to swimming pools, hot tubs and similar facilities, a facility which is not used during any 24 hour period.

Person. With respect to this Article, any individual, corporation, partnership, or other legal entity within the corporate limits of the City, or any individual, corporation, partnership, or other legal entity outside the corporate limits of the city who is a city water customer.

Positive Shutoff Device. A device which permits water to flow through it only when a continuous pressure is applied to a handle, trigger, or similar portion of the device.

Reclaimed Water. Treated wastewater that is recycled or reused after it has been used for another purpose.

Residential Customer. For the purposes of this article, a water customer being charged using the residential rate structure. This includes irrigation meters associated with a companion residential water account (i.e. a separate irrigation meter at a residence supplying an automated sprinkler system for the residence).

Soaker Hose. A portable hose with small openings that applies water slowly to plants at the soil surface with no vertical spray.

Swimming Pool. Any structure, basin, chamber, or tank, including hot tubs, containing an artificial body of water for swimming, diving, or recreational bathing, and having a depth of two (2) feet or more at any point.

Vegetable Garden. A defined area cultivated primarily to grow vegetables, herbs and other plants useful for human consumption. A defined area in which such plants are grown together with aesthetic plants (also known as a 'potager') shall be treated as a "vegetable garden" for the purposes of the article if at least 60 percent of the plants are vegetables, herbs and other plants useful for human consumption

Waste. Any activity which causes or results in excessive water usage, including but not limited to the following:

- (1) Failing to repair a controllable leak, including a broken sprinkler head, a leaking valve, leaking or broken pipes, or a leaking faucet; OR

(2) Operation of a permanently installed irrigation system with a broken head, a head that is out of adjustment and the arc of the spray head is over a street or parking lot, or a head that is misting because of high water pressure; OR

(3) Any irrigation that allows water to:

- a. Run off a property and form a stream of water in a street, gutter, ditch, drain, creek or any other natural or man-made water course for a distance of 50 feet or greater; OR
- b. Pond in a street or parking lot to a depth greater than one-quarter of an inch; OR
- c. Run off from a property onto adjacent properties

24.06.003 Applicability.

The requirements set forth under this division apply to all persons and entities using water provided by the City of Buda water utility. These requirements do not apply to alternative sources of water such as rainwater, gray water and reclaimed water. Likewise, these requirements do not apply to private wells. Owners of private wells and customers of other water utilities are encouraged to contact their respective utilities and/or regulatory agencies for any applicable requirements.

24.06.004 Implementation and Termination of Drought Response Stages.

The City Manager shall monitor water supply conditions on a daily basis. The City Manager shall issue notices to implement or terminate drought response stages as follows:

(1) *Stage 1.*

- a. Stage 1 shall be implemented when any one of the following conditions occur:
 - i. BSEACD declares an Alarm Stage in accordance with its Drought Contingency Plan;
 - ii. Daily demand reaches 75 percent of available supply, based on the City's current water supply resulting from any curtailments implemented by water suppliers, for five consecutive days; or
 - iii. A water quality, supply, distribution system or other emergency exists as determined by the City Manager
- b. Stage 1 shall be terminated when the conditions which prompted initiation of Stage 1 no longer exist.

(2) *Stage 2.*

- a. Stage 2 shall be implemented when any one of the following conditions occur:
 - i. BSEACD declares an Critical Stage in accordance with its Drought Contingency Plan;
 - ii. BSEACD declares an Alarm Stage and GBRA declares Stage II in accordance with their respective Drought Contingency Plans;
 - iii. Daily demand reaches 80 percent of available supply, based on the City's current water supply resulting from any curtailments implemented by water suppliers, for five consecutive days; or
 - iv. A water quality, supply, distribution system or other emergency exists as determined by the City Manager
- b. Stage 2 shall be terminated when the conditions which prompted initiation of Stage 2 no longer exist.

(3) *Stage 3.*

- a. Stage 3 shall be implemented when any one of the following conditions occur:
 - i. BSEACD declares an Exceptional Stage in accordance with its Drought Contingency Plan;
 - ii. BSEACD declares a Critical Stage and GBRA declares Stage III in accordance with their respective Drought Contingency Plans;
 - iii. Daily demand reaches 85 percent of available supply, based on the City's current water supply resulting from any curtailments implemented by water suppliers, for five consecutive days; or
 - iv. A water quality, supply, distribution system or other emergency exists as determined by the City Manager
- b. Stage 3 shall be terminated when the conditions which prompted initiation of Stage 3 no longer exist.

(4) *Stage 4.*

- a. Stage 4 shall be implemented when any one of the following conditions occur:

- i. BSEACD declares an Emergency Response Stage in accordance with its Drought Contingency Plan;
 - ii. BSEACD declares a Critical Stage and GBRA declares Stage IV in accordance with their respective Drought Contingency Plans;
 - iii. Daily demand reaches 90 percent of available supply, based on the City's current water supply resulting from any curtailments implemented by water suppliers, for five consecutive days; or
 - iv. Significant production or distribution limitations including but not limited to system outages and equipment failure; or
 - v. A water quality, supply, distribution system or other emergency exists as determined by the City Manager
- b. Stage 4 shall be terminated when the conditions which prompted initiation of Stage 4 no longer exist.

(5) *Notice of implementation and termination of stages.* Notices of implementation and termination of stages shall be posted on the city internet website, released to public media outlets, signs posted in public spaces, fliers available at city facilities, and published in whole or in summary form in at least one newspaper of general circulation within the city.

24.06.005 Year-Round Water Use Allowances and Restrictions.

The following allowances and restrictions are in effect at all times; however, the allowances and restrictions may be superseded by more stringent restrictions upon implementation of a drought response stage.

- (1) Waste of water is prohibited at all times.
- (2) Irrigation.
 - a. Irrigation with hose-end sprinklers and automatic sprinkler systems is prohibited between the hours of 10:00 a.m. and 7:00 p.m.
 - b. Irrigation with hand-held bucket, hand-held hose, soaker hose and drip irrigation systems is allowed on any day and at any time.
 - c. Irrigation of vegetable gardens is allowed on any day and at any time.
 - d. Irrigation of golf courses, athletic fields and commercial nurseries with sprinklers is prohibited between the hours of 10:00 a.m. and 7:00 p.m.

- e. Date and time restrictions for irrigation do not apply during repair or testing of a new or existing irrigation system if the person performing the testing is present.
- f. From and after the effective date of this article, no golf courses shall be allowed to irrigate the greens, tees, roughs or fairways with potable water. Use of potable water for landscape irrigation in and around the club house will be permitted but must conform to all other requirements for landscape irrigation.

(3) Vehicle Washing.

- a. Charity car washes are allowed, but must be done using a hand-held bucket or a hand-held hose equipped with a positive shutoff device.
- b. Non-commercial vehicle washing is allowed on any day and at any time, but must be done using a hand-held bucket or a hand-held hose equipped with a positive shutoff device.
- c. Commercial vehicle washing is allowed on any day and at any time.
- d. New commercial carwashes shall reuse at least 50 percent of rinse water and reuse all reverse osmosis concentrate

(4) Swimming pools are allowed to operate and be filled as normal. It is recommended that pools be covered while not in use to minimize evaporative losses.

(5) Operation of non-recirculating aesthetic water features is prohibited at all times.

(6) Washing of impervious surfaces is allowed but should be limited unless required for health and safety use.

(7) Foundation watering is allowed on any day and at any time. However, foundation watering shall not result in saturation to the point it causes pooling in the yard or runoff onto impervious surfaces, adjacent property, drainage facilities (natural or man-made), sidewalks or streets.

(8) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use

(9) Newly constructed Commercial, Mixed Use, Multifamily and Industrial Buildings shall comply with the following:

- a. Newly constructed buildings installing vacuum systems shall not be water-cooled with single-pass potable water when alternative systems are available

- b. Newly constructed buildings installing air conditioning systems shall have a single and independent condensate wastewater line to collect condensate wastewater to provide for future utilization as:
 - i. Process water and cooling tower make-up, and/or
 - ii. Landscape irrigation water. Condensate wastewater shall not be allowed to drain into a storm sewer, roof drain, overflow piping system, public way or impervious surface

24.06.006 Stage 1 Water Use Allowances and Restrictions.

The following measures are in effect for any period when stage 1 of the drought response plan has been implemented:

- (1) Waste of water is prohibited.
- (2) Outdoor irrigation shall be restricted as follows:
 - a. Outdoor Watering Twice-Per-Week Schedule
 - i. Odd-Numbered Residential: Wednesday and/or Saturday
 - ii. Even-Numbered Residential: Thursday and/or Sunday
 - iii. Commercial, Mixed Use and Multifamily: Tuesday and/or Friday
 - iv. It is recommended that outdoor watering be limited to one of the permitted watering days each week in order to promote conservation.
 - b. Outdoor watering with hand-held bucket, hand-held hose with a positive shutoff device, soaker hose and/or drip irrigation systems are permitted at any time on any day.
 - c. Irrigation of vegetable gardens is allowed on any day and at any time.
 - d. Outdoor watering use at golf courses, athletic fields and city facilities shall be reduced by ten percent of consumption based on the last month's billing prior to the implementation of any drought stage.
 - e. Commercial nurseries are subject to the time restrictions when using automated irrigation systems, but may operate on any day. Use of hand-held bucket, hand-held hose with a positive shutoff device, soaker hose and/or drip irrigation systems are permitted at any time on any day.

- f. Except as provided in Subsections b-d, a person may not irrigate outdoors at a residential facility, multifamily facility, mixed use facility or a commercial facility between the hours of 10:00 a.m. and 7:00 p.m.
- g. A person may not irrigate outdoors at a residential facility except on a designated outdoor water use day, or as provided in Subsection b and c, and time as provided in Subsection f.
- h. Date and time restrictions for irrigation do not apply during repair or testing of a new or existing irrigation system if the person performing the testing is present.

(3) Vehicle Washing.

- a. Charity car washes are allowed, but must be done using a hand-held bucket or a hand-held hose equipped with a positive shutoff device.
- b. Non-commercial vehicle washing is allowed on any day and at any time, but must be done using a hand-held bucket or a hand-held hose equipped with a positive shutoff device.
- c. Commercial vehicle washing is allowed on any day and at any time.

(4) Swimming pools are allowed to operate and be filled as normal. It is recommended that pools be covered while not in use to minimize evaporative losses.

(5) Operation of non-recirculating aesthetic water features is prohibited at all times.

(1) Washing of impervious surfaces is prohibited unless required for health and safety use.

(6) Foundation watering is allowed on any day and at any time. However, foundation watering shall not result in saturation to the point it causes pooling in the yard or runoff onto impervious surfaces, adjacent property, drainage facilities (natural or man-made), sidewalks or streets.

(7) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use.

24.06.007 Stage 2 Water Use Allowances and Restrictions.

The following measures are in effect for any period when stage 2 of the drought response plan has been implemented:

- (1) Waste of water is prohibited.

(2) Outdoor irrigation shall be restricted as follows:

- a. Outdoor Watering Twice-Per-Week Schedule
 - i. Odd-Numbered Residential: Wednesday and/or Saturday
 - ii. Even-Numbered Residential: Thursday and/or Sunday
 - iii. Commercial, Mixed Use and Multifamily: Tuesday and/or Friday
 - iv. It is recommended that outdoor watering be limited to one of the permitted watering days each week in order to promote conservation.
- b. Outdoor watering with hand-held bucket, hand-held hose with a positive shutoff device, soaker hose and/or drip irrigation systems is restricted to the Outdoor Watering Twice-Per-Week Schedule and shall be prohibited between the hours of 10:00 a.m. and 7:00 p.m.
- c. Irrigation of vegetable gardens is allowed any day, but prohibited between the hours of 10:00 a.m. and 7:00 p.m.
- d. Outdoor watering use at golf courses, athletic fields and city facilities shall be reduced by fifteen percent of consumption based on the last month's billing prior to the implementation of any drought stage.
- e. Commercial nurseries are subject to the time restrictions when using automated irrigation systems, but may operate on any day. Use of hand-held bucket, hand-held hose with a positive shutoff device, soaker hose and/or drip irrigation systems are permitted at any time on any day.
- f. Except as provided in Subsections b-d, a person may not irrigate outdoors at a residential facility, multifamily facility, mixed use facility or a commercial facility between the hours of 10:00 a.m. and 7:00 p.m.
- g. A person may not irrigate outdoors at a residential facility except on a designated outdoor water use day, or as provided in Subsection b and c, and time as provided in Subsection f.
- h. Date and time restrictions for irrigation does not apply during repair or testing of a new or existing irrigation system if the person performing the testing is present.

(3) Vehicle Washing.

- a. Charity car washes are prohibited unless held at a commercial car wash.

- b. Non-commercial vehicle washing is allowed, but must comply with the Twice-Per-Week outdoor watering schedule before 10:00 a.m. and after 7:00 p.m., and use a hand-held bucket or a hand-held hose equipped with a positive shutoff device.
 - c. Commercial vehicle washing is allowed on any day and at any time.
- (4) Filling of new swimming pools is prohibited. Make-up of existing swimming pools is allowed. Swimming pool surfaces shall be covered at least 25 percent when not in use.
 - (5) Operation of non-recirculating aesthetic water features is prohibited at all times.
 - (6) Washing of impervious surfaces is prohibited unless required for health and safety use.
 - (7) Foundation watering is allowed on any day and at any time. However, foundation watering shall not result in saturation to the point it causes pooling in the yard or runoff onto impervious surfaces, adjacent property, drainage facilities (natural or man-made), sidewalks or streets.
 - (8) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use.
 - (9) *Construction Water.* Construction water used for non-potable needs, such as dust suppression, shall utilize alternative sources of water such as rainwater, gray water and reclaimed water to the maximum extent available. The City Manager may cap withdrawals from construction meters connected to the City water system.

24.06.008 Stage 3 Water Use Allowances and Restrictions.

The following measures are in effect for any period when stage 3 of the drought response plan has been implemented:

- (1) Waste of water is prohibited.
- (2) Outdoor irrigation shall be restricted as follows:
 - a. Outdoor Watering Once-Per-Week Schedule
 - i. Address ending in 0 or 1: Monday
 - ii. Address ending in 2 or 3: Tuesday
 - iii. Address ending in 4 or 5: Wednesday
 - iv. Address ending in 6 or 7: Thursday

- v. Address ending in 8 or 9: Friday
 - vi. The above schedule applies to Residential, Commercial, Mixed Use and Multifamily
-
- b. Outdoor watering with hand-held bucket, hand-held hose with a positive shutoff device, soaker hose and/or drip irrigation systems is restricted to the Outdoor Watering Once-Per-Week Schedule and shall be prohibited between the hours of 10:00 a.m. and 7:00 p.m.
 - c. Irrigation of vegetable gardens is restricted to the Outdoor Watering Once-Per-Week Schedule and shall be prohibited between the hours of 10:00 a.m. and 7:00 p.m.
 - d. Outdoor watering use at golf courses, athletic fields and city facilities shall be reduced by twenty percent of consumption based on the last month's billing prior to the implementation of any drought stage.
 - e. Commercial nurseries are subject to the time restrictions when using automated irrigation systems, but may operate on any day. Use of hand-held bucket, hand-held hose with a positive shutoff device, soaker hose and/or drip irrigation systems are permitted at any time on any day.
 - f. Except as provided in Subsections b-d, a person may not irrigate outdoors at a residential facility, multifamily facility, mixed use facility or a commercial facility between the hours of 10:00 a.m. and 7:00 p.m.
 - g. A person may not irrigate outdoors at a residential facility except on a designated outdoor water use day, or as provided in Subsection b and c, and time as provided in Subsection f.
 - h. Date and time restrictions for irrigation does not apply during repair or testing of a new or existing irrigation system if the person performing the testing is present.

(3) Vehicle Washing.

- a. Charity car washes are prohibited unless held at a commercial car wash.
- b. Non-commercial vehicle washing is allowed, but must comply with the Once-Per-Week outdoor watering schedule before 10:00 a.m. and after 7:00 p.m., and use a hand-held bucket or a hand-held hose equipped with a positive shutoff device.
- c. Commercial vehicle washing is allowed on any day and at any time.

- (4) Filling of new swimming pools is prohibited. Make-up of existing swimming pools is allowed. Swimming pool surfaces shall be covered at least 25 percent when not in use.
- (5) Operation of non-recirculating aesthetic water features is prohibited at all times.
- (6) Washing of impervious surfaces is prohibited unless required for health and safety use.
- (7) Foundation watering is allowed on any day and at any time. However, foundation watering shall not result in saturation to the point it causes pooling in the yard or runoff onto impervious surfaces, adjacent property, drainage facilities (natural or man-made), sidewalks or streets.
- (8) Other non-essential water uses are allowed but all reasonable measures shall be taken to limit the use.
- (9) *Construction Water.* Construction water used for non-potable needs, such as dust suppression, shall utilize alternative sources of water such as rainwater, gray water and reclaimed water to the maximum extent available. The City Manager may cap withdrawals from construction meters connected to the City water system.

24.06.009 Stage 4 Water Use Allowances and Restrictions.

The following measures are in effect for any period when stage 4 of the drought response plan has been implemented:

- (1) Waste of water is prohibited.
- (2) Outdoor irrigation shall be restricted as follows:
 - a. Outdoor Watering Once-Per-Every-Other-Week Schedule
 - i. Address ending in 0 or 1: Monday, on the week of recycling pick-up for that address
 - ii. Address ending in 2 or 3: Tuesday, on the week of recycling pick-up for that address
 - iii. Address ending in 4 or 5: Wednesday, on the week of recycling pick-up for that address
 - iv. Address ending in 6 or 7: Thursday, on the week of recycling pick-up for that address
 - v. Address ending in 8 or 9: Friday, on the week of recycling pick-up for that address

- vi. The above schedule applies to Residential, Commercial, Mixed Use and Multifamily
- b. Outdoor watering with hand-held bucket, hand-held hose with a positive shutoff device, soaker hose and/or drip irrigation systems is restricted to the Outdoor Watering Once-Per-Every-Other-Week Schedule and shall be prohibited between the hours of 10:00 a.m. and 7:00 p.m.
- c. Irrigation of vegetable gardens is restricted to the Outdoor Watering Once-Per-Every-Other-Week Schedule and shall be prohibited between the hours of 10:00 a.m. and 7:00 p.m.
- d. Outdoor watering use at golf courses, athletic fields and city facilities shall be reduced by thirty percent of consumption based on the last month's billing prior to the implementation of any drought stage.
- e. Commercial nurseries must comply with the Once-Per-Every-Other Week Schedule for automated irrigation systems before 10:00 a.m. and after 7:00 p.m. Use of hand-held bucket, hand-held hose with a positive shutoff device, soaker hose and/or drip irrigation systems are permitted any day before 10:00 a.m. and after 7:00 p.m.
- f. Except as provided in Subsection b-d, a person may not irrigate outdoors at a residential facility, multifamily facility, mixed use facility or a commercial facility between the hours of 10:00 a.m. and 7:00 p.m.
- g. A person may not irrigate outdoors at a residential facility except on a designated outdoor water use day, or as provided in Subsection b and c, and time as provided in Subsection f.
- h. Date and time restrictions for irrigation does not apply during repair or testing of a new or existing irrigation system if the person performing the testing is present.
- i. The City Council may take action following enactment of Stage IV to prohibit all outdoor irrigation if it determines there is a direct threat to health, safety and the general welfare.

(3) Vehicle Washing.

- a. Charity car washes are prohibited unless held at a commercial car wash.
- b. Non-commercial vehicle washing is prohibited except at a commercial car wash.
- c. Commercial vehicle washing is allowed on any day and at any time.

- (4) Filling of new swimming pools is prohibited. Make-up of existing swimming pools is prohibited. Swimming pool surfaces shall be fully-covered when not in use.
- (5) Operation of non-recirculating aesthetic water features is prohibited at all times.
- (6) Washing of impervious surfaces is prohibited unless required for health and safety use.
- (7) Foundation watering is allowed on any day and at any time. However, foundation watering shall not result in saturation to the point it causes pooling in the yard or runoff onto impervious surfaces, adjacent property, drainage facilities (natural or man-made), sidewalks or streets.
- (8) Other non-essential water uses are prohibited.
- (9) *Construction Water.* Construction water used for non-potable needs, such as dust suppression, shall utilize alternative sources of water such as rainwater, gray water and reclaimed water to the maximum extent available. The City Manager may cap withdrawals from construction meters connected to the City water system.

24.06.010 Variances and Alternative Compliance.

- (1) The City Manager may grant a variance from the requirements of this article if it is determined that special circumstances exist and that:
 - a. Compliance with this article adversely affects the health, sanitation, fire protection or safety of the public; or
 - b. Compliance with this article cannot be technically accomplished; or
 - c. Alternative methods can be implemented that will achieve the same or greater reduction in water use; or
 - d. Substantially threatens the applicant's primary source of income; or
 - e. Adversely affects pesticide or fertilizer application
- (2) The City Manager may grant a variance pertaining to the time of day allowed and/or permitted watering day calendar for outdoor water use if the City Manager determines that a property cannot be completely watered with an average of three-quarters of an inch of water per week and that the property should be divided into sections to be watered on different days.

- (3) A person may seek a variance by filing an application with the City Manager. The City Manager may require the applicant to provide information the City Manager determines is necessary to evaluate the variance request. At a minimum, the applicant must provide the following:
- a. Name and address of the applicant;
 - b. Purpose and location of water use;
 - c. Specific provisions of this division for which the applicant is requesting a variance;
 - d. Detailed explanation of how the specific provisions will adversely affect the applicant;
 - e. Period of time for which the variance is sought;
 - f. Alternative measures the applicant proposes to implement in order to meet the intent of this article; and
 - g. Any other pertinent information as required by the City Manager
- (4) If the City Manager approved a variance, the applicant shall keep a copy of the approval in a location on the affected property that is accessible and visible to the public.
- (5) An approved variance or approved form of alternative compliance shall expire when any of the following occur:
- a. A more intensive drought stage takes effect; or
 - b. The applicant is convicted of violating this article

24.06.011 New Landscape Installation Program.

- (1) *Noticed New Landscape Authorization.* Expressed approval from the City is not required. Rather, an applicant will submit a New Landscape Installation Authorization Form. Upon receipt of the completed form, the City will confirm its receipt with the applicant. The submission will reflect compliance with new landscape installation irrigation requirements as described below. Irrigation of the new landscaping may then commence in accordance with the dates as indicated by the applicant on the New Landscape Installation Authorization. Any modification will require submittal of a new and completed New Landscape Installation Authorization.

- (2) *Outdoor Watering Schedule During Year-Round Conservation.* New landscape installation irrigation shall comply with the following schedule when drought stages are not in effect:
 - a. Days 1-10: Irrigation permitted any time
- (3) *Outdoor Watering Schedule During Drought Stages.* New landscape installation irrigation shall comply with the following schedule when drought stages are in effect:
 - a. Days 1-10: Irrigation permitted every day and any time
 - b. Days 11-20: Irrigation permitted Monday, Wednesday and Friday, and only before 10:00 a.m. and after 7:00 p.m.
 - c. Days 21-30: Irrigation permitted in accordance with the Twice-per-week watering schedule as described in 24.06.006(2)a and 24.06.007(2)a
- (4) The applicant shall post a copy of the notice in a location on the affected property that is accessible and visible to the public.
- (5) All other aspects of this article shall remain in full effect, including prohibitions on waste of water.
- (6) Watering shall not result in saturation to the point it causes pooling in the yard or runoff onto impervious surfaces, adjacent property, drainage facilities (natural or man-made), sidewalks or streets.

24.06.012 Violations.

- (1) It shall be unlawful for any person to intentionally, knowingly, recklessly, or with criminal negligence allow or cause any waste of water, to allow or cause landscape watering at any time other than during a prescribed time for landscape watering, or to allow or cause any violation of any provision or restriction of this article.
- (2) The City Manager is authorized and instructed to commence any action, in law or in equity, including the filing of criminal charges, deemed necessary for the purpose of enforcing this article. The City Manager may seek civil penalties and any other legal or equitable relief available under common law, Chapter 54 of the Texas Local Government Code or any other applicable city, state or federal code or statute.
- (3) It is not a defense to prosecution under any provision of the article that the violation charged is no longer occurring or no longer exists. A judge of the municipal court may not dismiss a complaint or enter a finding of not guilty on the grounds that the violation is no longer occurring or no longer exists.

24.06.013 Enforcement Personnel.

In addition to all peace officers, code enforcement officers, and other persons authorized to enforce city ordinances, the City Manager is authorized to enforce this article by issuing citations to violators, filing complaints in the municipal court, and filing civil enforcement actions.

24.06.014 Registered Water User Presumed.

For the purposes of this article, in any case where water has been used on a property in violation of this article, it shall be presumed that the person in whose name a water meter connection is registered with the city for the property has intentionally, knowingly, recklessly, or negligently caused or allowed the violation to occur. Proof that the particular premises had a water meter connection registered in the name of the defendant cited in a criminal or civil complaint filed under this division shall constitute prima facie evidence that the defendant caused or allowed the violation to occur.

24.06.015 Additional Enforcement Remedies.

- (1) The City Manager is authorized and instructed to commence any action, in law or in equity, including the filing of criminal charges, necessary to enforce this article.
- (2) The City Manager may seek civil penalties and any other legal or equitable relief available under common law, Chapter 54 of the Texas Local Government Code, or any other applicable city, state or federal code or statute necessary to enforce this article.
- (3) More than three criminal violations of this article by a customer of the city water system in a 12-month period, or failure to pay assessed penalties, may result in installation of a flow control device on the customer's water line, and/or termination of the customer's water service. When possible, termination of the customer's water service may be limited to outdoor use. However, termination of water service may include both indoor and outdoor use. In the event of termination of the customer's water service, the customer shall pay the reconnection fee.

24.06.016 Penalties.

- (1) *Criminal Penalties:* A person who violates any provision of this article commits a misdemeanor, and upon conviction, shall be punished by a fine in the respective amounts shown:
 - a. 1st offense in a 12 month period – not more than \$100.00
 - b. 2nd offense in a 12 month period – not more than \$250.00

- c. 3rd offense in a 12 month period – not more than \$500.00
 - d. If the court determines the offense relates to public health or sanitation, or makes a finding of criminal negligence, the maximum fine is \$2,000.00 regardless of the number of offenses.
- (2) Each violation of a particular provision of this article shall constitute a separate offense, and each day a violation occurs or continues shall be considered a new offense.
- (3) *Civil Penalties.* Civil penalties, imposed by courts of competent jurisdiction in civil actions for violations of this article, may also be assessed as may be allowed by applicable state law in any amount to be authorized by the state. Under Local Government Code Chapter 54, the City may presently pursue civil enforcement for injunctive relief and the imposition of up to \$1,000.00 per day civil penalties appropriately imposed by the court. This statutory remedy is in addition to the city’s common law right to bring civil actions for injunctive relief to stop harmful acts, independent of authority found in the Texas Local Government Code. A civil penalty assessed against a utility customer for violation of this article may be collected through the utility billing system as part of the consolidated billing system.
- (4) *Surcharges.* Any person who violates the watering restriction provisions of this article will be held strictly liable and the punishment for such violation may include the imposition of punitive surcharges. The City is authorized to assess one or more surcharges on the water bill of any person presumed to have been the one who violated this article. In the event the City determines a violation has occurred, the person assessed the punitive surcharge by the City is *prima facie* presumed to have violated this article for the purpose of assessment of surcharges. Punitive surcharges may be assessed as follows:
- a. 1st offense in a 12 month period – warning
 - b. 2nd offense in a 12 month period – \$25.00
 - c. 3rd offense in a 12 month period – \$100.00
 - d. 4th offense in a 12 month period - \$300.00
- (5) Enforcement personnel may issue verbal and/or written warnings prior to issuance of a citation.

24.06.017 Liability of Corporate Officers for Penalty.

Whenever a corporation or association violates any provision of this article or in a drought response order issued under this article, the president, vice-president, secretary, treasurer,

manager or any agent or employee of the corporation or association who is responsible for the violation shall be subject to the penalty prescribed for the violation.

Section 3. This ordinance shall be cumulative of all other ordinances of the City of Buda, and this ordinance shall not operate to repeal or affect any other ordinances of the City of Buda except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, are hereby repealed.

Section 4. The sections, paragraphs, sentences, clauses, and phrases of this ordinance are severable, and if any phrase, clause, sentence, paragraph or section of this ordinance shall be declared unconstitutional, such unconstitutionality or invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance, since the same would have been enacted by the City Council without the incorporation in this ordinance of any such unconstitutional or invalid phrase, clause, sentence, paragraph or section.

Section 5. This Ordinance shall be effective immediately from and after its final passage and any publication in accordance with the requirements of the City of Buda and the laws of the State of Texas.

PASSED AND APPROVED on first reading by an affirmative vote of the City Council of the City of Buda, this 6th day of December, 2011.

PASSED, APPROVED AND ADOPTED on second reading by an affirmative vote of the City Council of the City of Buda, this 3rd day of January, 2012.

APPROVED:

Sarah Mangham

Sarah Mangham, Mayor

ATTEST:

Danny S. Batts II

City Secretary





Water Conservation & Drought Contingency Ordinance

City Council Water/Wastewater Steering Committee
September 19, 2017



Water Conservation and Drought Ordinance Overview

- Outlines the City's rules to "protect the environment and limited regional water sources through the effective management and conservation of the public water supply"
- Last amended in 2012
- Required to resubmit to the TWDB every 5 years



Water Plan Requirements

- Water Conservation Utility Profile: evaluation of system; customer classifications
- 5 & 10 year targets for water savings and water loss program
- Schedule and method for tracking implementation of targets
- Master metering to measure and account for water;



Water Plan Requirements

- Meter management plan for testing, repair, and replacement
- Method to measure and manage water loss (periodic evaluation of system for leaks, illegal connections, etc.)
- Repair and maintenance program to minimize water loss



Water Plan Requirements

- Public education efforts for water conservation
- Water rate structure that does not encourage higher use
- Enforcement, penalties, and fees



Drought Plan Requirements

- Identify “trigger conditions”
- Management measures: actions the provider will take to meet water reduction goals
- Procedure for initiating and terminating drought stages
- Variances (exceptions) and enforcement
- Public education efforts



Hays County Comparison Triggers

	Year Round	Stage 1	Stage 2 Alarm Stage	Stage 3 Critical Stage	Stage 4 Exceptional Stage	Stage 5 Emergency Stage
Buda	Waste of water prohibited; no watering during the day	BSEACD Alarm Stage; 75% of daily capacity for 5 days; or distribution emergency Add: GBRA Stage 1	BSEACD Critical Stage; 80% of daily capacity for 5 days; or distribution emergency Add: GBRA Stage 2	BSEACD Exceptional Stage; 85% of daily capacity for 5 days; or distribution emergency Add: GBRA Stage 3	BSEACD Emergency Response Stage; 90% of daily capacity for 5 days; or distribution emergency Add: GBRA Stage 4	No stage 5
GBRA		Canyon Reservoir <895 mean sea level; 72.5% full	Canyon Reservoir <890 msl; 64% full	Canyon Reservoir <885 msl; 56% full	Canyon Reservoir <885 msl; <56% full	No stage 5
BSEACD		Voluntary Conservation May - September	Alarm Stage	Critical Stage	Exceptional Stage	Emergency Response
Kyle	Waste of water prohibited; no watering during the day	Voluntary Conservation May - September	Alarm Stage (matches BSEACD)	Critical Stage (matches BSEACD)	Exceptional Stage (matches BSEACD)	Emergency Response (matches BSEACD)
San Marcos	Waste of water prohibited; no watering during the day	Aquifer <660 ft; San Marcos Springs is <96 cfs; Comal Springs is <225 cfs	Aquifer <650 ft; San Marcos Springs is <80 cfs; Comal Springs is <200 cfs	Aquifer <640 ft; San Marcos Springs is <65 cfs; Comal Springs is <150 cfs	Aquifer <630 ft; San Marcos Springs is <55 cfs; Comal Springs is <100 cfs	Aquifer <625 ft; San Marcos Springs is <50 cfs; Comal Springs is <45 cfs



Hays County Comparison Actions

	Year Round	Stage 1	Stage 2 Alarm Stage	Stage 3 Critical Stage	Stage 4 Exceptional Stage	Stage 5 Emergency Stage
Buda	Waste of water prohibited; no watering during the day	Irrigation System Water 2 days per week; hand water allowed any day/time	Irrigation System Water 2 days per week; hand water 2 days per week on designated days	Irrigation System Water 1 day per week; hand water 1 day per week on designated days	Irrigation System Water 1 day every other week; hand water 1 day every other week on designated days	No stage 5
GBRA		Mandatory 5% reduction	Mandatory 10% reduction	Mandatory 15% reduction	Pro Rata Distribution of available water	No stage 5
BSEACD		Voluntary reduction May - September	Mandatory 20% reduction	Mandatory 30% reduction	Mandatory 40% reduction	Mandatory 40% reduction
Kyle	Waste of water prohibited; no watering during the day	Voluntary reduction May - September	Irrigation System Water 2 days per week; hand water allowed any day	No irrigation system watering; hand watering allowed on designated days only; no automatic filling of pool	Indoor water use only; commercial irrigation limited to hand watering	Notice that water supply in peril
San Marcos	Waste of water prohibited; no watering during the day	Irrigation System Water 1 day per week; hand water allowed any day	Irrigation System Water 1 day per week; hand water allowed any day; no filling of new water features	Irrigation System allowed 1 day every other week; hand water allowed any day	Irrigation System allowed 1 day every other week; hand water allowed on designated days; filling existing pools prohibited	Irrigation System prohibited; hand water allowed every other week on designated days; filling existing pools prohibited



City of Buda Water Conservation Ordinance

Provisions for Irrigation under current ordinance:

Year Round Watering Schedule (non-drought): irrigation allowed any day of the week; no watering between 10am to 7pm

	Stage 1	Stage 2	Stage 3	Stage 4
Waste of Water	Prohibited	Prohibited	Prohibited	Prohibited
Irrigation with automatic systems	Twice per week on designated day* between midnight and 10am, and 7pm to midnight.	Twice per week on designated day* between midnight and 10am, and 7pm to midnight.	Once per week on designated day* between midnight and 10am, and 7pm to midnight.	Once per every other week on designated day* between midnight and 10am, and 7pm to midnight.
Irrigation of new landscapes	Same as for existing, unless participating in New Landscape Installation Program.	Same as for existing, unless participating in New Landscape Installation Program.	Same as for existing, unless participating in New Landscape Installation Program.	Same as for existing, unless participating in New Landscape Installation Program.
Irrigation with hand-held bucket, hand-held hose, soaker hose or drip	All allowed any day, any time.	Twice per week on designated day* between midnight and 10am, and 7pm to midnight.	Once per week on designated day* between midnight and 10am, and 7pm to midnight.	Once per every other week on designated day* between midnight and 10am, and 7pm to midnight.
Similar to:	BSEACD Stage II GBRA Stage I	BSEACD Stage III GBRA Stage II	BSEACD Stage IV GBRA Stage III	BSEACD Stage IV GBRA Stage IV

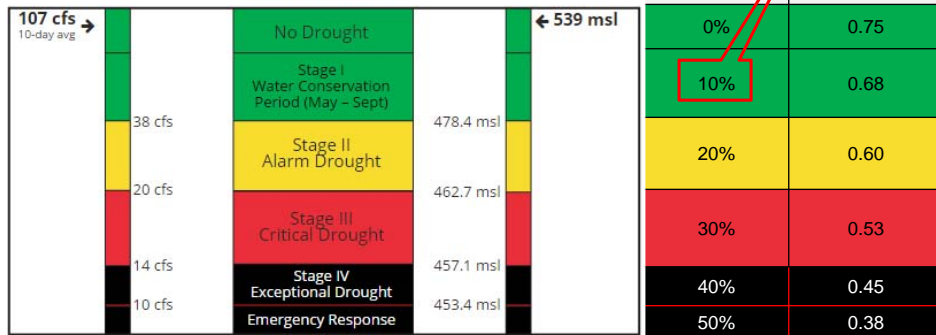


City of Buda Water Conservation Ordinance

• Drought reductions to groundwater supply

Barton Springs Discharge
(cubic feet per second)
Previous: 105 cfs on 1/12/17

Lovelady Monitor Well Water Elevation (msl)
Previous: 540 msl on 1/12/17



Last Updated: 2/9/17



City of Buda Water Conservation Ordinance

- Drought reductions surfacewater supply

GBRA Drought Contingency Plan

Stage	MSL Elevation (ft)	Percent Full	% Reduction	Available MGD
No Drought			0	1.50
Stage 1 - Mild	895	72.5	5	1.43
Stage 2 - Moderate	890	64	10	1.35
Stage 3 - Severe	885	56	15	1.29
Stage 4 - Emergency	<885	<56	???	???



Buda Water Usage

Table 3-5 Buda Historical Water Usage

Year	Connections	Annual Water Usage (GPY)	Usage (gpd/conn)	Usage (gpcd)
2009	2,168	318,843,600	403	144
2010	2,325	346,957,000	409	146
2011	2,611	383,787,700	403	144
2012	2,821	374,293,800	364	130
2013	3,345	412,954,800	338	121
2014	3,660	469,134,900	351	125
2015	4,237	386,839,500	250	89
2016	4,425	386,617,500	240	86

↑
Buda was under drought restrictions

Data is from K. Friese Associates "Water System Map and Water Model Update Report"



Buda Water Usage

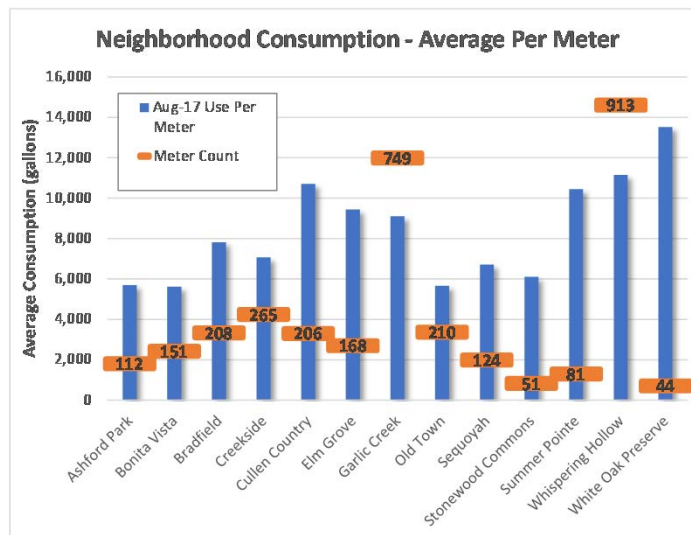
Municipality	Actual Total GPCD (2014)	2020 Goal	2025 Goal
Buda	125		
Cedar Park	133	160	156
Hutto	82	91	90
New Braunfels	149	151	151
Pflugerville	119	194	176
Round Rock	123	140	140
San Marcos	124	116	114
Average	122	142	138

Data is from K. Friese Associates "Water System Map and Water Model Update Report"

TWDB Region K plan has goal of 161 gpcd by 2020



Buda Water Usage





Sustainability Commission Discussions

- Initial review on March 2, 2017 and May 5, 2017
- Discussion Topics
 - Review ordinance language and recommend improvements
 - Consider revising drought stages to match BSEACD
 - Consider year round water schedule
 - Consider reducing variance for establishment of new lawns
 - Are enforcement penalties appropriate?
- Year 2 of Work Plan: develop education and conservation programs



Staff Recommendations

- Modify triggers so that a Buda drought stage is not automatically triggered when a supplier enacts a drought restriction
- Add GBRA drought stages to Buda's triggers
- Add 5 and 10 year targets for water loss and gallons per capita per day (GPCD)



Amendment Considerations

- Political acceptance and alignment with other political subdivisions
- Reaction and acceptance of Home Owner Associations and local businesses
- Financial impact on revenues and the rate structure



Next Steps & Questions

- Complete Utility Profile
- Staff provide draft to Sustainability Commission for comment
- Council consideration
- File with TWDB
- Outreach and market to HOAs, businesses, citizens, etc.



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-665-

Contact: Maggie Gillespie

Subject: Presentation of the 2017-2018 Downtown Co-Marketing Fund, a matching advertising grant for businesses located in the historic Main Street district administered by the Main Street Advisory Board and funded through Hotel Occupancy Tax (HOT) Revenue Funds (Main Street Manager Maggie Gillespie)

1. Executive Summary

The Downtown Co-Marketing fund is a marketing program designed to assist businesses located in the Historic Downtown district to promote their businesses and attract new customers to Downtown from outside of Buda. If approved, a business located within the district can be reimbursed for up to \$500 or 50% of their marketing costs (whichever is less) for eligible projects per quarter.

2. Background/History

The Downtown Co-Marketing fund was created to promote the Historic Downtown District through marketing efforts being made on behalf of small businesses within the Main Street district. The program is administered by the Buda Main Street Program with assistance from the Tourism Department. The co-marketing fund is limited to the amount funded by City Council each fiscal year.

3. Staff's review and analysis

The Downtown Co-Marketing fund will assist small business located in the Historic District with marketing and also promotes Historic Downtown Buda as a whole. The program aligns with the vision of the Main Street Advisory Board to create a vibrant downtown to connects community, visitors and business.

4. Financial Impact

The Main Street Advisory Board has allocated \$5,000 maximum per quarter to be distributed for a total of \$20,000 for the 2017-2018 fiscal year. In the event that not all funds are allocated in a given quarter, they will be rolled over to the next quarter but not from year to year. The program is included in the Main Street FY 2017-2018 budget and is 100% funded through HOT funds.

5. Summary/Conclusion

The Main Street Advisory Board voted to launch the program as presented in October 2017 for FY 2017-2018 at their regular meeting in September. The Board felt strongly that maximums should be

set per quarter and per business to allow for more businesses to benefit from the grant. The Board would like to see all funds distributed through this grant in its first year and for the program to continue in the future.

6. Pros and Cons

Pros: With the guidelines to include the phrase Historic Downtown Buda or similar in the advertisement, the co-marketing fund promotes all of Historic Downtown as a destination. Similar programs in other communities have seen success from programs similar to this.

Cons: Events are not included in this grant; applicants seeking assistance with event funds will be directed to the HOT Grant, administered by the Tourism Dept. In addition, the grant is restricted to the Historic Main Street district to promote the downtown as a tourism destination.

7. Alternatives

An alternative would be to not set maximums per quarter and per business, however, the Main Street Advisory Board felt that this was not the best way to administer the grant for maximum participation.

8. Recommendation

No action required.

Downtown Buda Co-Marketing Fund

PURPOSE:

The Downtown Co-Marketing fund is a marketing program designed to assist businesses located in the Historic Downtown district to promote their businesses and attract new customers from outside of Buda. If approved, a business located within the district can be reimbursed for up to \$500 or 50% of their marketing costs (whichever is less) for eligible projects per quarter.

BACKGROUND:

The Downtown Co-Marketing fund was created to promote the Historic Downtown District through marketing efforts being made on behalf of small businesses within the Main Street district. The program is administered by the Buda Main Street Program with assistance from the Tourism Department. The co-marketing fund is limited to the amount funded by City Council each fiscal year and is administered four times a year in a first come, first serve basis for each quarter. In the event that not all funds are distributed in a given quarter, the funds will be rolled over to the next quarter but will not be rolled over from year to year. Cooperative marketing initiatives with other businesses are encouraged.

GUIDELINES:

- Business must be located in the Historic Downtown area as designated by the Buda Main Street Program boundaries. This area includes Main St. from San Antonio St. to Goforth Rd., Railroad St., Austin and part of Cedar. Please see district map for reference.
- All advertising must include the phrase "Historic Downtown Buda" or similar
- Advertising must be placed in areas 30 miles outside of Buda city limits or placed at locations that are directly linked to promote tourism and meet the Texas Hotel Occupancy Tax Code requirements:
 - ✓ The expenditure must directly enhance and promote tourism and the convention and hotel industry
 - ✓ Promote tourism in the City of Buda
- Applications will be reviewed quarterly. Businesses may apply for a Co-Marketing grant up to four times a year.
- The total amount budgeted for this fund in 2017-2018 is \$20,000. The reviewing committee may distribute up to \$5,000 in grant funds per quarter, on a first come, first serve basis. In the event that not all funds are distributed in a given quarter, the funds will be rolled over to the next quarter but will not be rolled over from year to year.
- Businesses may apply for up to \$500 or 50% of marketing costs (whichever is less) per quarter for a maximum of \$2000 reimbursement per fiscal year.

For office use only:

Date Received: _____ Received by: _____ Meeting Date: _____

Downtown Buda Co-Marketing Fund

- Multiple advertisements may be presented in one quarter but only a maximum of \$500 will be reimbursed to applicant even if combined total cost of advertisements exceeds \$1000 for the quarter.
- Qualifying advertisements include magazine, newspaper, billboard, radio, television, targeted web and social media advertisements. If advertisement is not one listed, it will be considered based on proposal.
- In the event that multiple businesses present a cooperative advertisement, each individual business would be eligible for up to a 50% match of their portion, not to exceed \$500, of the total advertisement cost.

APPLICATION PROCESS:

1. Applicant gets quote and draft of advertisement from advertiser.
2. Applicant schedules informal meeting with Main Street Program staff to review the completed application and proposed advertising. If cooperative advertisement, only one member of the co-op needs to be present.
3. Applicant submits the application by the 15th of the first month of each quarter. A rendering and invoice/quote of the proposed marketing must be included. If social media campaign or a targeted web ad, a copy of advertisement with a screen shot of the target market and cost will be accepted.
4. The Main Street Program and the Tourism Department will review the completed application and proposed advertising. Applicant will be notified by the 25th of the first month of each quarter.
5. If approved, funds will be reimbursed once the invoices have been paid by the applicant.

For questions, please contact the Main Street Program office at 512.523.1075 or via email at mgillespie@ci.buda.tx.us.

For office use only:

Date Received: _____ Received by: _____ Meeting Date: _____

Downtown Buda Co-Marketing Fund Application

BUSINESS NAME: _____

ADDRESS: _____

CONTACT PERSON: _____

TITLE: _____ EMAIL: _____

PHONE: _____ BEST METHOD OF CONTACT: _____

SPECIFY TYPE OF AD/PROMOTION:

SOCIAL MEDIA WEB RADIO TV MAGAZINE

MAGAZINE NEWSPAPER BILLBOARD OTHER

PLEASE DESCRIBE YOUR ADVERTISEMENT AND WHERE YOU PLAN TO PLACE IT (attach rendering and quote/invoice of the proposed marketing):

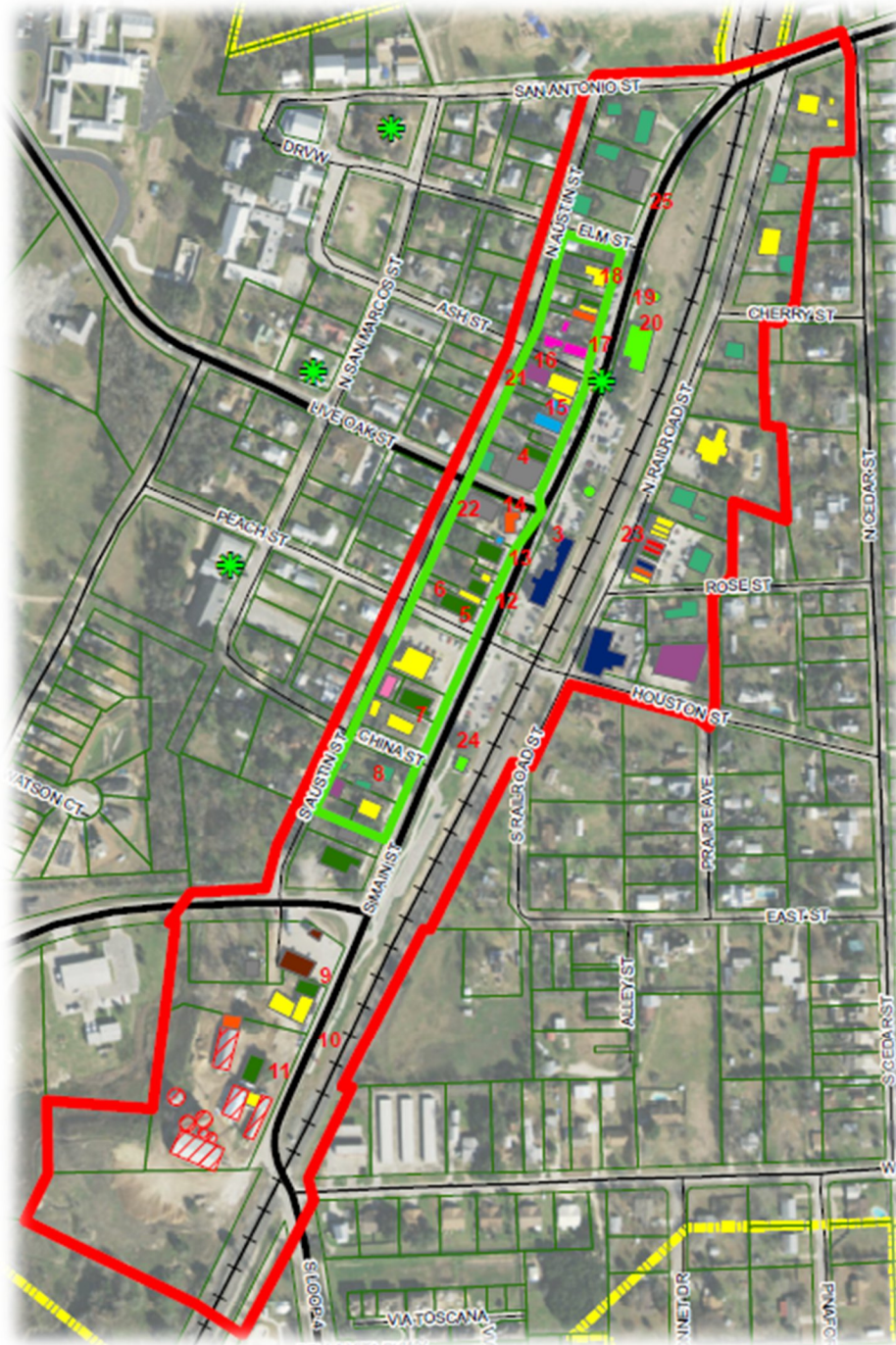
PLEASE DESCRIBE YOUR TARGET MARKET FOR THIS ADVERTISING EFFORT:

YOUR ADVERTISING MAY BE A COOPERATIVE PROJECT WITH OTHER DOWNTOWN BUSINESSES. PLEASE EXPAND ON YOUR COLLABORATION EFFORTS.

For office use only:

Date Received: _____ Received by: _____ Meeting Date: _____

Downtown Buda Co-Marketing Fund Map of Main Street District



Eligible areas inside and along the red lines.

For office use only:

Date Received: _____ Received by: _____ Meeting Date: _____



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-682-

Contact: John Nett

Subject: Presentation and discussion of pavement design criteria and construction standards for City of Buda Bond Proposition 3 - Streets road improvement projects (City Engineer John Nett; Allen Crozier, HDR; Kevin Hoffman, RPS Klotz)

1. Executive Summary

The City Council requested a briefing on the street design criteria and construction standards to be implemented for the Bond Proposition 3 projects. The attached presentation will be discussed during the City Council Meeting.

2. Background/History

N/A

3. Staff's review and analysis

The presentation will focus on the geotechnical analyses performed on each of the Proposition 3 projects and the pavement designs developed based on those findings. The presentation will address known or anticipated adverse conditions (e.g., expansive soils; perched groundwater; unclassified fill; etc.) and discuss how each issue will be eliminated or counteracted (e.g., over-excavation; lime stabilization; flowable fill; french drains; etc.). In addition, the presentation will address the applicable pavement specifications and details to be included in the construction documents. A summary of construction quality control/quality assurance testing that will be performed to ensure compliance will also be provided.

4. Financial Impact

This agenda item is for briefing purposes only. There are no proposed changes to existing fiscal obligations within the 2014 Bond Program.

5. Summary/Conclusion

Staff wants to ensure that the City Council and the citizens of Buda are kept informed of the progress of the Proposition 3 Bond projects.

6. Pros and Cons

This agenda item allows for the timely exchange of information with the City Council and provides an open forum to address questions and concerns on the Proposition 3 Bond Program.

7. Alternatives

At this time, there are no proposed changes to the scope of any of the Proposition 3 Bond projects.

8. Recommendation

There are no staff recommendations at this time; the agenda item is for briefing purposes only.

October 2, 2017



GEOTECHNICAL INVESTIGATION AND PAVEMENT DESIGN

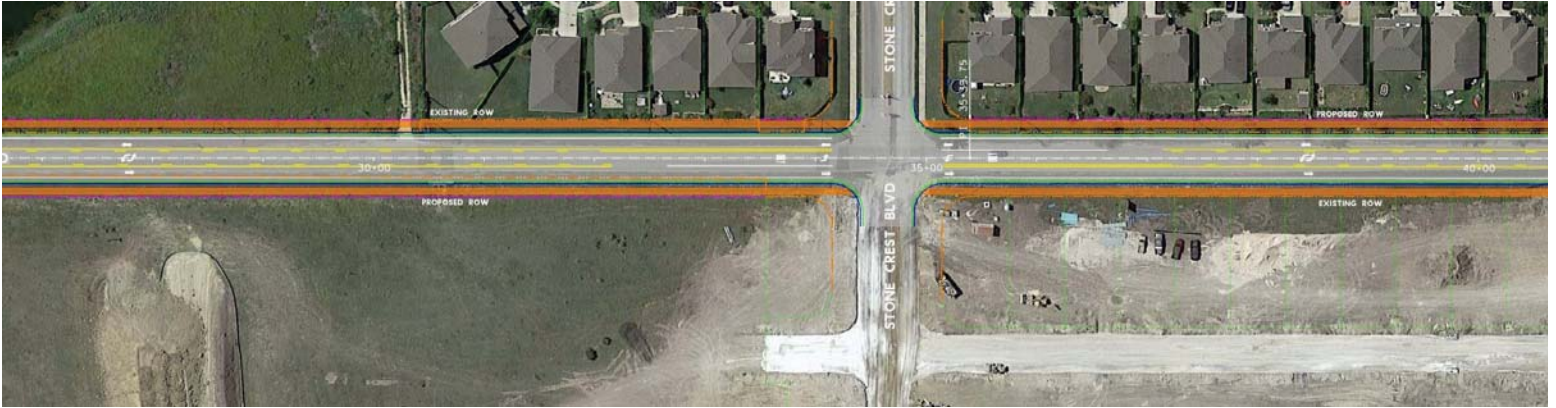
2014 Bond Program
Proposition 3 - Streets



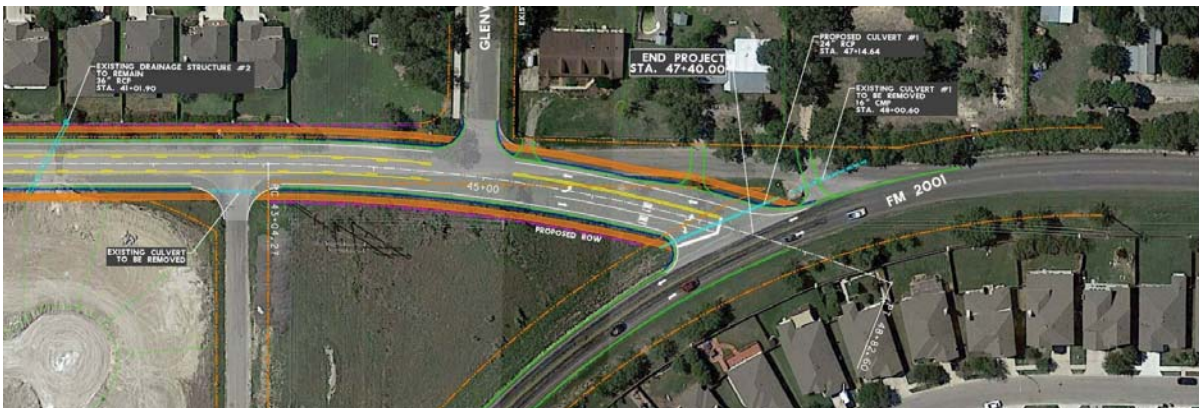
Old Goforth Road – FM 2001 to Green Meadows



Old Goforth Road – FM 2001 to Green Meadows



Old Goforth Road – FM 2001 to Green Meadows



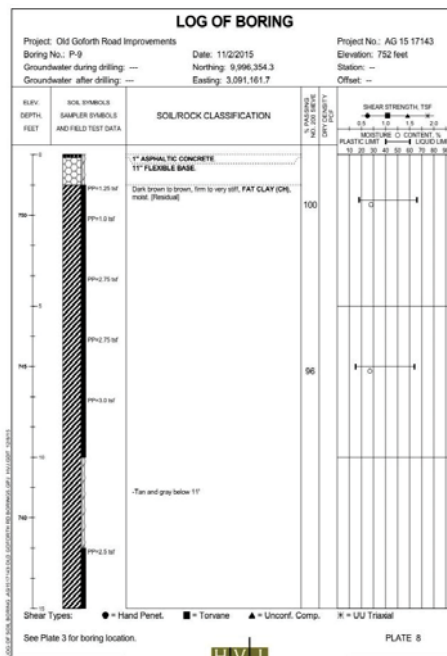
Old Goforth Road – Investigation



Scope of Work & Basic Design Criteria

- Drill 9 Boring Depths to 15 feet below existing grade
- Perform Laboratory Tests to determine physical and engineering characteristics
- Perform Nondestructive Deflection (NDT) and Falling Weight Deflectometer (FWD) Tests to calculate existing subgrade parameters
- Design Two (2) Pavement Alternatives (Concrete vs. Asphalt)
- 20-Year Design Life (10-Year 1st overlay)
- TxDOT Pavement Design Guide & FPS21 Program – Flexible Pavement
- Traffic Parameters included:
 - Average Daily Traffic (ADT)
 - ADT Growth Rate (4%)
 - Percent Trucks (6%)
 - 18-kip equivalence factor
 - Directional / Lane Distribution factors

Old Goforth Road – Testing



Data Collection & Testing

- 9 Bores at 15-foot Depth

- Testing included:

- pH-Lime Series
- Moisture Content
- Swell Test
- Sulfate Test
- Atterberg Limits
- Pocket Pentrometer
- Texas Triaxial

- Project lies in the Pecan Gap Chalk area and Balcones Fault Zone

- Sulfates were uniform

- No groundwater encountered

Old Goforth Road – Pavement Analysis



Testing Summary

Laboratory Test	Avg.	Min.	Max.
Moisture Content (%)	22.1	4.1	31
Liquid Limit (%)	58	22	72
Plastic Index (%)	43	10	55

Ph & Lime Series

%	0	2	4	6	8	10
pH	8.39	12.17	12.44	12.50	12.52	12.55

3 - 4 % Lime needed for stabilization

Existing Pavement

- 1-inch HMAC
- 11-inches Flexible Base
- Clay Subgrade

Proposed Pavement

- 3-inches HMAC (TY C or D)
- 13-inches Flexible Base
- 24-inches Lime Stabilized Subgrade

San Antonio Street / Garison Road



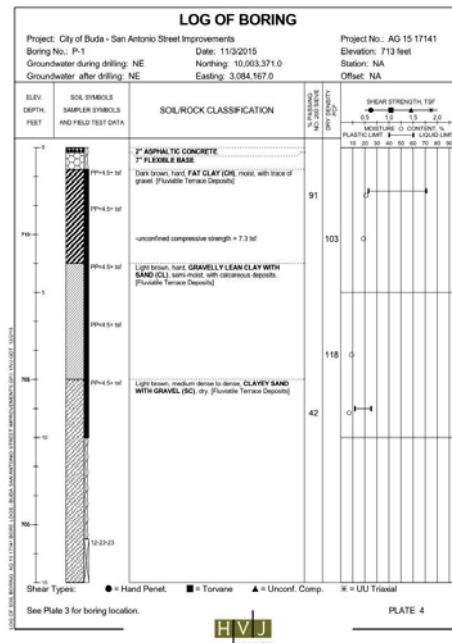
San Antonio St. – Investigation



Scope of Work & Basic Design Criteria

- Drill 2 Boring Depths to 15 feet below existing grade
- Perform Laboratory Tests to determine physical and engineering characteristics
- Determine Soil Stratigraphy
- Report Existing Pavement and Characterize Subsurface
- Testing and Reporting followed general guidelines from the TxDOT Pavement Design Guide

San Antonio St. – Testing



Data Collection & Testing

- 2 Bores at 15-foot Depth

- Testing included:

- pH-Lime Series
- Moisture Content
- Percent Passing #200 Sieve
- Atterberg Limits
- Pocket Penetrometer
- Unconfined Comp. Strength
- Sulfate/Chloride Content, pH

- Project lies in the Fluvial Terrace area in the Balcones Fault Zone

- Sulfates were uniform

- No groundwater encountered

San Antonio St. – Pavement Analysis



Testing Summary

Laboratory Test	Avg.	Min.	Max.
Moisture Content (%)	18.2	7.4	29.2
Liquid Limit (%)	55	25	71
Plastic Index (%)	37	13	48

Ph & Lime Series

%	0	2	4	6	8	10
pH	7.97	11.92	12.38	12.46	12.52	12.53

5 % Lime needed for stabilization

Existing Pavement

- 2-inch HMAC
- 7-inches Flexible Base
- Gravely / Clay Subgrade

Proposed Pavement

- 4-inches HMAC (TY C or D)
- 7-inches Flexible Base (TY B)
- 6-inches Lime Stabilized Subgrade

Main Street at RM 967



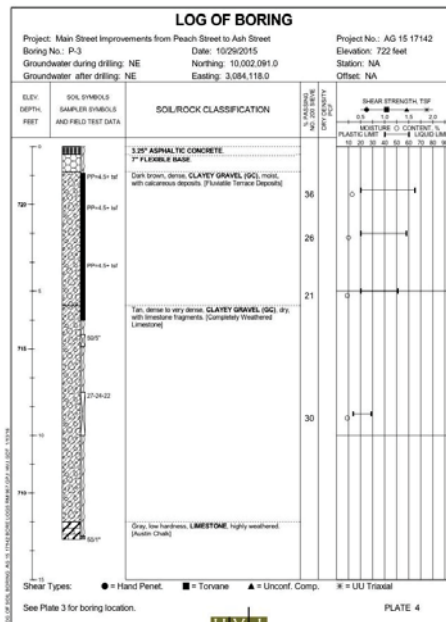
Main at RM 967 – Investigation



Scope of Work & Basic Design Criteria

- Drill 2 Boring Depths to 15 feet below existing grade
- Perform Laboratory Tests to determine physical and engineering characteristics
- Determine Soil Stratigraphy
- Report Existing Pavement and Characterize Subsurface
- Testing and Reporting followed general guidelines from the TxDOT Pavement Design Guide

Main at RM 967 – Testing



Data Collection & Testing

- 2 Bores at 15-foot Depth

- Testing included:

- Moisture Content
- Percent Passing #200 Sieve
- Atterberg Limits
- Pocket Penetrometer

- Project lies in the Fluvial Terrace area overlying the Austin Chalk area

- Consisting of gravelly subgrade w/ limestone

- No groundwater encountered

Main at RM 967 – Pavement Analysis



Testing Summary

Laboratory Test	Avg.	Min.	Max.
Moisture Content (%)	9.3	3.8	13
Liquid Limit (%)	42	20	65
Plastic Index (%)	25	8	45

Existing Pavement

- 3.25 - 3.5 inches HMAc
- 6 - 7 inches Flexible Base
- Gravelly / Clay Subgrade

Proposed Pavement

- 4-inches HMAc (TY C or D)
- 7-inches Flexible Base (TY B)
- 6-inches Lime Stabilized Subgrade

Main Street - Cabela's Dr. to Railroad St.



Section 1: West of Cabela's Drive to Bradfield Park Cross Culverts



Section 2: Bradfield Park Cross Culverts to Railroad Street



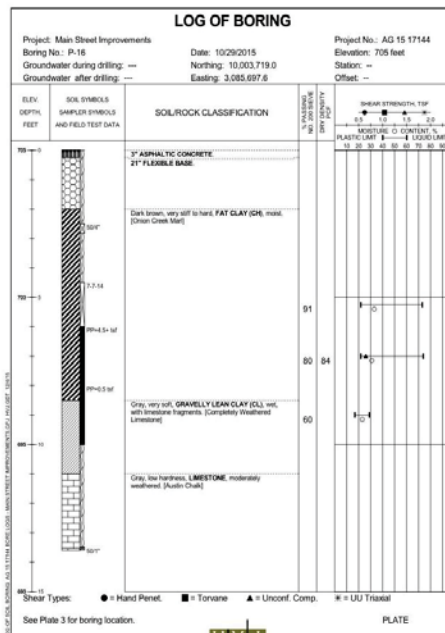
Main Street – Investigation



Scope of Work & Basic Design Criteria

- Drill 8 Boring Depths to 15 feet below existing grade
- Perform Laboratory Tests to determine physical and engineering characteristics
- Perform Nondestructive Deflection (NDT) and Falling Weight Deflectometer (FWD) Tests to calculate existing subgrade parameters
- Design Two (2) Pavement Alternatives (Concrete vs. Asphalt)
- 20-Year Design Life (10-Year 1st overlay)
- TxDOT Pavement Design Guide & FPS21 Program – Flexible Pavement
- Traffic Parameters included:
 - Average Daily Traffic (ADT)
 - ADT Growth Rate (4%)
 - Percent Trucks (9%)
 - 18-kip equivalence factor
 - Directional / Lane Distribution factors

Main Street – Testing



Data Collection & Testing

- 8 Bores at 15-foot Depth
- Testing included:

- pH-Lime Series
- Moisture Content
- Swell Test
- Sulfate/Chloride Test
- Atterberg Limits
- Pocket Penetrometer
- Texas Triaxial

- Project lies in the Onion Creek Marl Austin Chalk areas
- Sulfates encountered were higher
- Groundwater encountered at 1 bore, 13.5' deep



Main Street – Pavement Analysis



Testing Summary

Laboratory Test	Avg.	Min.	Max.
Moisture Content (%)	16.5	5.5	33
Liquid Limit (%)	47	20	74
Plastic Index (%)	32	6	52

Existing Pavement

- 2 - 3.5 inches HMAc
- 6 - 21 inches Flexible Base
- Clay Subgrade

Proposed Pavement

- 2-inches HMAc Surface (TY C or D)
- 8-inches HMAc Base (TY B)
- 12 - 18 inches Select Fill

Ph & Lime Series

%	0	2	4	6	8	10
pH	8.66	12.75	12.84	12.85	12.85	12.86

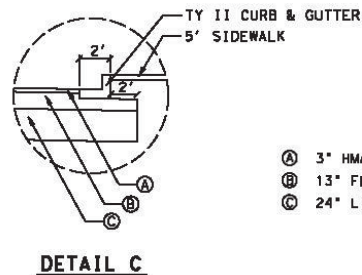
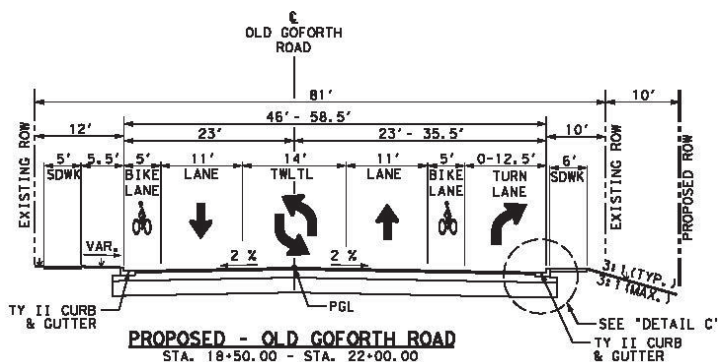
Select Fill varies for areas with higher PI's:
 200-foot area east of Sequoyah & from 100-feet east of Hawk Ln to Bradfield Dr.

Construction Documents



PLANS

- Typical Roadway Section



- Ⓐ 3" HMAc SURFACE (TY D)
- Ⓑ 13" FLEXIBLE BASE (TY B)
- Ⓒ 24" LIME STABILIZED SUBGRADE

Construction Documents

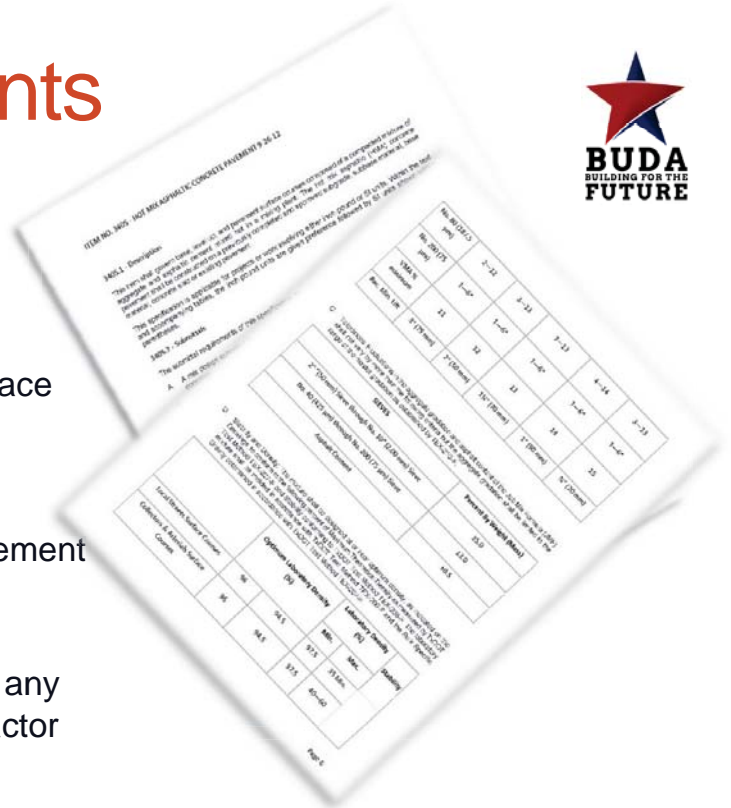


MATERIAL SPECIFICATIONS

- Project utilizes City of Austin Construction Specifications
- Item 201S – Subgrade Preparation
- Item 202S – Hydrated Lime Slurry
- Item 203S – Lime Treatment for Material in Place
- Item 210S – Flexible Base
- Item 236S – Proof Rolling
- Item 301S – Asphalts, Oils and Emulsions
- Item 340S – Hot Mix, Asphaltic Concrete Pavement

PROJECT MANUAL

- Submittals – Material Suppliers for Approval
- Testing / Inspection – Contractor must replace any materials which fail testing parameters. Contractor must pay for retest on replacement materials.



Construction Inspection

- City will provide or procure on-site construction inspection.
- Daily Report.
 - Construction Activities
 - Equipment Utilized
 - Photo Log
 - Testing Results
- Oversee and approve or reject field construction material tests.
- Verify Placement and Condition of Erosion Control Measures and Traffic Control Signage
- Project Representative to the Public



Materials Testing

- City will provide or procure construction material testing.
- Quality Assurance on materials / workmanship to verify contractor is meeting or exceeding project specifications.

Field Soil Moisture / Density Test Report

Report No.	City of Memphis	Site Control Line	Area Class	Sheet Front Size
1111	01/18/2018	01/18/2018	01/18/2018	01/18/2018

Client: Memphis Water Department
Contract: 1018180010
Location: 1018180010
Material Description: 1018180010
Material Name: 1018180010

Moisture (%)	Moisture Standard (%)	W (%)	Comp. Modulus
10	10	10	10
20	20	20	20
30	30	30	30
40	40	40	40

Reviewed by: Dale A. Hood



QUESTIONS?



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-663-

Contact: Micah Grau

Subject: Discussion and possible action to ratify a second extension of the regional wastewater treatment contract between the Guadalupe-Blanco River Authority and the City of Buda (Assistant City Manager Micah Grau)

1. Executive Summary

The current wastewater treatment operating agreement with GBRA expired on August 31, 2017. City staff has been negotiating a new contract with GBRA. In the interim, this agreement will extend the current operating agreement through December 1, 2017, allowing staff to negotiate a new agreement with GBRA. Because the agreement has lapsed, the City Attorney recommends that the City Manager execute the extension and that the City Council ratify the extension.

2. Background/History

The City initially entered into an agreement with GBRA to operate the City's wastewater treatment plant on September 1, 2001. The original agreement was set to expire on August 31, 2016, but a one year extension was granted. Negotiations on a new operating agreement were delayed as the City and GBRA worked on the discharge permitting process related to the expansion of the WWTP and the discharge and easement agreement with the Sunfield Municipal Utility District (MUD).

A new agreement has been drafted but is pending further negotiations between City and GBRA staff. Staff is confident that the City and GBRA will come to terms on an equitable and fair operating agreement.

3. Staff's review and analysis

The extension document was approved through the City Attorney. Because the agreement has lapsed, the City Attorney recommends that the City Manager execute the extension and that the City Council ratify the extension.

4. Financial Impact

There is no financial impact related to the extension. The City and GBRA negotiated an annual operating budget for Fiscal Year 2018 and included the numbers in the City's Fiscal Year 2018 budget.

5. Summary/Conclusion

Extension of the current agreement through December 1, 2017, will allow staff and GBRA to continue to negotiate a new operating agreement. City anticipates bringing the new agreement before Council in November. GBRA is continuing to operate the WWTP on the City's behalf in good faith.

6. Pros and Cons

Not applicable.

7. Alternatives

Not applicable.

8. Recommendation

Staff recommends approval of the contract extension which would extend the current operating agreement through December 1, 2017.

REGIONAL WASTEWATER TREATMENT CONTRACT
BETWEEN
GUADALUPE-BLANCO RIVER AUTHORITY
AND
CITY OF BUDA, TEXAS

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**REGIONAL WASTEWATER TREATMENT CONTRACT
BETWEEN
GUADALUPE-BLANCO RIVER AUTHORITY
AND
CITY OF BUDA, TEXAS**

THE STATE OF TEXAS §

COUNTY OF HAYS §

THIS CONTRACT (herein called the "Contract") made and entered into as of this 1st day of September, 2001, by and between GUADALUPE-BLANCO RIVER AUTHORITY, a governmental agency of the State of Texas, a conservation and reclamation district and a body politic and corporate, created and operating under the provisions of the Guadalupe-Blanco River Authority Act, as amended (compiled as Article 8280-106, Vernon's Texas Civil Statutes), enacted pursuant to Article XVI, Section 59 of the Constitution of Texas (herein called "GBRA"), and the CITY OF BUDA, TEXAS, a municipal corporation situated in Hays County, Texas, organized and operating under the provisions of its charter and the Constitution and laws of the State of Texas (herein called the "City");

W I T N E S S E T H:

Recitals

The City owns and operates a sanitary sewer system for the collection, treatment and disposal of wastewater within the City and adjacent areas, and the City collects, treats and disposes of such wastewater through the existing facilities that it owns and operates. Due to increases in the population of the City and to increases in the amount of wastewater collected by its sanitary sewer system, the City requires additional operational capability for its existing facilities, and technical assistance in revising its industrial pretreatment programs, and planning for its future treatment facilities. As a result, the City has approached GBRA about assuming the operation of the existing treatment plant and providing other technical assistance.

GBRA is willing to lease and operate the City's existing wastewater treatment and disposal plant to receive, treat and dispose of wastewater collected by the sanitary sewer collection system of the City within the limits hereinafter set forth, and GBRA is willing to borrow funds, at the City's request, for the cost of providing any necessary enhancements or expansions to the treatment and disposal facilities.

The City has determined that GBRA can provide the most feasible sewage services to receive, treat and dispose of wastewater collected by the City's sanitary sewer collection system, and the City has determined that it is in its best interest to contract with GBRA to provide for GBRA to receive, treat and dispose of wastewater collected by the City's sanitary sewer collection system within the limits hereinafter set forth.

GBRA and the City are authorized to enter into this contract by the Constitution and laws of the State of Texas, particularly the Regional Waste Disposal Act (compiled as Chapter 30, Texas

Water Code). GBRA and the City have agreed to contract in such a manner that the City will make sufficient annual payments to GBRA so that GBRA will be able to provide such sewage services and to pay the annual operation and maintenance expenses of the wastewater treatment system and to pay the entire principal and interest on any bonds of GBRA hereafter issued to acquire, construct and equip any future expansions, improvements, enlargements and extensions of the treatment and disposal facilities, together with such amounts as may be required to establish, maintain and replenish any fund as may be provided in a resolution authorizing issuance of any bonds. The City recognizes any expansions, improvements, enlargements or extensions of the wastewater treatment and disposal facilities will be provided and operated for the use and benefit of the City and its customers and that in order for GBRA to find a purchaser for its revenue bonds at favorable interest rates the City must agree to make such payments for each year during the term of this Contract.

Agreement

For and in consideration of the mutual promises, covenants, obligations and benefits in this Contract, GBRA and the City contract and agree as follows:

ARTICLE I

DEFINITIONS

Unless the context requires otherwise, the following terms and phrases used in this Contract shall have meanings as follows:

- (1) The term "Annual Budget" means an annual budget for the System to be prepared by GBRA pursuant to Section 7.3 of this Contract.
- (2) The term "Bond Resolution" shall mean any resolutions or indentures adopted by the Board of Directors of GBRA authorizing the issuance of Bonds and providing for their security and payment, as such resolutions or indentures may be amended or supplemented from time to time.
- (3) The term "City's Sewer System" means the City's sanitary sewer collection and related facilities and all other wastewater related facilities of the City other than the City's existing wastewater treatment and disposal facilities being leased to and operated by GBRA pursuant to Article III of this Contract.
- (4) The term "Commencement Date" means the date on which GBRA begins to operate the City's existing wastewater treatment and disposal facilities.
- (5) The term "Construction Fund" means any construction fund established by GBRA for the purpose of depositing and disbursing the proceeds of Bonds used for the purpose of paying all Project Costs (as hereafter defined).
- (6) The term "Contract" means this Contract.
- (7) The term "Fiscal Year" means the fiscal year of GBRA that presently commences on September 1 and ends on August 31.

(8) The term "Industrial Wastewater" means the liquid and water-carried wastewater from industrial processes, as distinct from sewage, collected by a public sanitary sewer system.

(9) The term "Infiltration Water" means water which leaks into a public sanitary sewer system.

(10) The term "Bonds" shall mean the issuance of one or more series of revenue bonds or other obligations of GBRA which are hereafter issued pursuant to Article II or Section 10.1 of this Contract for the purpose of acquiring, constructing, developing, permitting and paying all other costs related to the implementation of any expansions, improvements, enlargements or extensions of the wastewater treatment and disposal facilities, and any refunding bonds issued in lieu thereof.

(11) The term "Interest Payment Date" means the date upon which an interest payment is due on the Bonds.

(12) The term "Paying Agent" means the agent designated in any Bond Resolution, that makes payment of interest and principal to the bondholders.

(13) The term "Project" means any expansions, improvements, enlargements or extensions of the City's wastewater treatment and disposal facilities implemented by GBRA, at the request of the City, using Bonds or other source of external financing.

(14) The term "Project Costs" means all costs of acquiring, constructing, developing, permitting and implementing a Project, including all construction costs and reconstruction costs as those terms are generally understood in standard accounting practice as applied to projects of this nature, and without limiting the generality of the foregoing, the term shall include purchase of equipment, property, interests in property, capitalized interest, costs of land, easements and rights-of-way, including damages to land and property, engineering, financing, financial consultants, administrative, auditing and legal expenses incurred in connection with the acquisition, construction, implementation and permitting of the Project, plus any and all equipment required for the operation and maintenance thereof and shall also include fiscal, legal and other expenses incurred by GBRA in issuing the Bonds.

(15) The term "Project Treatment Facilities" means any expansions, improvements, enlargements or extensions of the City's wastewater treatment and disposal facilities proposed to be acquired and constructed, and thereafter operated, by GBRA pursuant to this Contract.

(16) The term "Sewage" means the liquid and water carried waste discharged from sanitary conveniences of dwellings and buildings or similar sources connected to a public sanitary sewer system.

(17) The term "System" means the facilities for receiving, treating and disposing of Wastewater from the City, consisting of GBRA's leasehold interest in the City's existing wastewater treatment and disposal facility which will be leased to and operated by GBRA as a part of the System as provided in Article III, together with such expansions, improvements, enlargements, betterments and extensions as may be feasible in the future and as may be necessary to comply with requirements of regulatory agencies of the State of Texas and the United States of America.

(18) The term "TNRCC" means the Texas Natural Resource Conservation Commission.

(19) The term "Wastewater" means Sewage and Industrial Wastewater collected by a public sanitary sewer system, together with Infiltration Water as may be present.

ARTICLE II

CONSTRUCTION OF PROJECT

SECTION 2.1. General Description of Project. If, and only if requested in writing by the City, GBRA will proceed as hereinafter provided in this Article to acquire, construct and implement the Project and pay all Project Costs including costs related to acquiring, constructing, developing and permitting the Project.

SECTION 2.2. Preparation of Project Plans. GBRA's consulting engineers shall prepare preliminary plans for the construction of any Project, and the preliminary plans shall be submitted to and approved by the City. Thereafter, GBRA shall direct its consulting engineers to prepare final plans and specifications and direct its consulting engineers and attorneys to prepare the contract documents for construction of the Project and shall submit the same to the City for review and approval. The Mayor of the City shall initial a copy of the final plans, specifications and contract documents as approved on behalf of the City.

SECTION 2.3. Acquisition of Real Estate and Interests Therein. Concurrently with and upon approval by the City of the final plans and specifications of the Project, GBRA shall determine the general location of the Project and proceed to purchase any real estate required for the Project. GBRA shall also determine any other necessary property, rights-of-way, easements or other interests in real property which must be acquired for the Project and proceed to acquire the same.

SECTION 2.4. GBRA to Obtain Funds for Project. GBRA will issue Bonds or secure a bank loan in an amount sufficient to pay for the Project Costs. When GBRA determines to issue Bonds, the Bond Resolution shall be furnished to the City for approval by the City Council as to substance and as to form, and upon delivery of each issue of the Bonds, GBRA shall furnish to the City a maturity schedule showing the annual payments of principal and interest required to retire the Bonds. It is further specifically provided, however, that GBRA may provide interim financing for the Project by use of GBRA's own funds through inter-fund financing in accordance with GBRA's policies regarding inter-fund financing of projects such as the Project, as that policy may be in effect from time to time.

SECTION 2.5. Construction of Project. Upon approval by the City of the final plans, specifications and contract documents relating to the Project, including any and all equipment for operation and maintenance of the System, GBRA shall obtain competitive bids for the construction of the Project and determine if sufficient funds are estimated to be available to finance such construction. If GBRA determines that sufficient funds are available and GBRA is satisfied with the bids received, GBRA shall award such contracts. GBRA shall then proceed to construct the Project substantially as provided in final plans, specifications and contract documents as approved

by the City, subject to any change orders issued during construction. However, if GBRA's consulting engineers estimate that any change order (including any written order for extra work) will increase the cost of construction of the Project, such change order shall not be issued except with the approval of the Project Management Committee (as to change orders of \$50,000 or less) or the City Council and GBRA's Board of Directors (as to change orders over \$50,000) as provided in Section 10.2 of this Contract.

GBRA shall not be required to construct the Project if it determines that sufficient funds are not available for that purpose. In that event, GBRA and the City hereby agree to take such action as may be necessary to obtain the necessary funds, by the issuance of more Bonds pursuant to Section 10.1 or from other sources available to the City.

SECTION 2.6. Conditions to Construction. It is expressly understood and agreed that any obligation on the part of GBRA to construct and complete the Project and to operate the Project Treatment Facilities shall be subject to (a) GBRA's obtaining sufficient funds to pay the cost of construction of the Project, including the sale and delivery of the Bonds upon terms satisfactory to GBRA; (b) GBRA's ability to obtain all sites, rights-of-way, easements, labor, equipment and materials required for the construction of the Project; (c) GBRA's obtaining all permits, licenses and other approvals required to construct the Project; and (d) GBRA's obtaining all permits, licenses and other approvals required to operate the Project Treatment Facilities. GBRA agrees to use reasonable diligence to construct and to complete the Project.

SECTION 2.7. Surplus Bond Proceeds. Any moneys in the Construction Fund which are not required for completion of the Project and the payment of all Project Costs as provided in this Contract and in the Initial Bond Resolution, shall be used by GBRA for such purposes as may be provided in the Bond Resolution or as may be otherwise agreed to by GBRA and the City.

ARTICLE III

COMMENCEMENT OF OPERATION; EXISTING TREATMENT AND DISPOSAL FACILITIES; LEASE OF CITY'S TREATMENT PLANT

SECTION 3.1. Preparation of First Budget; Commencement of Operation of System. The parties recognize that, prior to any expansion in the capacity of the System, the sole facilities comprising the System and available to provide service to the City will be the existing wastewater treatment and disposal facilities of the City that GBRA is leasing pursuant to Section 3.4 of this Contract. GBRA will commence operation of the System on October 1, 2001. Approximately thirty (30) days prior thereto, GBRA will prepare its tentative budget for the remaining 11 months of Fiscal Year 2002. The budget shall include all payments required under any Bond Resolution and all operation and maintenance expenses, including establishment of any operating and reserve accounts, and all expenses of commencing operation. GBRA shall submit the tentative budget to the City and shall follow the procedure set forth in Section 7.3 for the adoption of the "Annual Budget" for the remaining 11 months of Fiscal Year 2002. This budget shall be the "Annual Budget" according to which the City makes payments during Fiscal Year 2002 pursuant to the provisions of Section 6.1.

SECTION 3.2. Commencement of Operation of System. On the Commencement Date, and thereafter while this Contract is in force and effect, GBRA will operate the System to render sewage services to the City as provided in this Contract.

SECTION 3.3. Operating Agreement. Subject to the provisions of Section 3.4, the City and GBRA hereby agree that GBRA will operate the System, on behalf of the City, for a term beginning on the Commencement Date, and ending on the last day of the term of this Contract. The System is situated on the tract of land more fully described in Exhibit "A" attached hereto and made a part hereof for all purposes.

GBRA will also operate and maintain the pipeline that runs from the chlorine contact chamber at the existing wastewater treatment plant to the point of final discharge for a period of time beginning on the Commencement Date, and ending on the earlier of : a) the last day of the term of this Contract; b) the date on which that pipeline is no longer used to discharge treated wastewater from the existing plant; or c) the date on which the City requests that GBRA no longer operate and maintain the pipeline.

During the term of this Contract GBRA, with the written approval of the City, shall have the right to expand, improve, enlarge, extend, operate and maintain the City's existing wastewater treatment facility, including budgeting and billing the City for the cost of operating and maintaining such facility as a part of the System; provided, however, that nothing herein shall divest the City of any portion of its title to such facility.

GBRA and the City shall each have the right during the term of this Contract to enter upon the site of the existing facility (as described in Exhibit "A" hereto) for any purpose.

SECTION 3.4. GBRA's Lease and Use of City's Facilities. For and in consideration of the mutual covenants and agreements contained in this Contract and the further consideration of the payment by GBRA to the City of the sum of \$1.00 per year during the term of this lease, the City does hereby lease, demise and let unto GBRA all that certain tract of land described more fully in Exhibit "A" attached hereto, together with all improvements thereon and to be constructed thereon, for a term commencing on the Commencement Date and ending with the term of this Contract. The rental herein provided shall be due and payable on or before the 1st day of September of each year during the term of this lease.

On the Commencement Date, the City will provide to GBRA at least one copy of all documents reasonably necessary for GBRA to properly operate and maintain the System. These documents will include construction plans and drawings, specifications, as-built drawings, operational logs, operation and maintenance manuals, preventive and repair maintenance records, and correspondence with and reports to regulatory agencies.

After the Commencement Date, the City may continue to use for a period of twelve (12) months the existing office and storage space, and other facilities within the tract of land described in Exhibit "A." After that time, the City will vacate that tract of land leased to GBRA, subject to the City's rights of entry reserved in this Contract.

In connection with the operating agreement and the lease, the City further agrees to transfer

to GBRA for the term of this Contract all permits and approvals owned by the City and authorizing the construction and operation of the System. GBRA and the City agree to cooperate in meeting the requirements of TNRCC and other regulatory agencies in acquiring and maintaining jointly held permits and multi-jurisdictional documents.

ARTICLE IV

QUANTITY, MEASUREMENT, POINT OF ENTRY AND TITLE

SECTION 4.1. Quantity. Upon the Commencement Date and thereafter while this Contract is in force and effect, the City shall be entitled to deliver and the City agrees to deliver at the points of entry as designated pursuant to Section 4.4, and GBRA agrees to receive and take at such points of entry, all Wastewater meeting the requirements of Article V which is collected by the City's Sewer System, provided however, that such Wastewater shall not be delivered at any rate or rates of delivery in excess of the actual hydraulic capacity of the System or in excess of the capacity of the System to adequately treat and dispose of such Wastewater within requirements of any permits, rules and regulations of any regulatory authority. The maximum daily quantity of Wastewater which may be delivered by the City into the System and the maximum rate at which Wastewater may be delivered into the System shall be determined by GBRA and the City from time to time based either upon the recommendation of GBRA's consulting engineers or as limited by permits issued by state and federal regulatory agencies, whichever is less, and GBRA shall notify the City of any changes in this determination. The City shall be entitled, however, to service from the full capacity of the System. The parties recognize that upon the Commencement Date, the sole facilities comprising the System available to provide service to the City are the wastewater treatment facilities of the City that GBRA is leasing pursuant to Section 3.4 above.

SECTION 4.2. Measurement of Wastewater. As a part of the System, GBRA will operate, maintain and replace measuring equipment and devices of the standard type for measuring properly all of the Wastewater delivered by the City under this Contract. The City shall have access to these measuring devices at all reasonable times. The reading, calibration and adjustment of such measuring equipment shall be done by the employees or agents of GBRA. All readings of such measuring equipment shall be entered upon the proper books and records to be maintained by GBRA, shall be reported regularly to the City and, upon written request, the City may have access to such measuring equipment and to such record books during reasonable business hours.

GBRA shall calibrate its measuring equipment in the presence of a representative of the City if requested in writing by the City, and the parties shall jointly observe any adjustments that are made to the measuring equipment in case any adjustment is found to be necessary.

SECTION 4.3. Unit of Measurement. The unit of measurement for Wastewater delivered into the System pursuant to this Contract shall be gallons, U.S. Standard Liquid Measure.

SECTION 4.4. Point of Delivery and Title. The initial point of delivery of Wastewater to be delivered by the City into the System shall be at the existing concrete screening structure or such other point of delivery established by mutual agreement of the City and GBRA. The City and GBRA may designate substitute or additional points of delivery at any time by mutual agreement.

Title to all Wastewater deliverable hereunder to GBRA shall remain in the City to the points of delivery and upon passing through the points of delivery, title thereto and to all effluent therefrom shall pass to GBRA. As between the parties hereto, the City shall be in exclusive control and possession of, and solely responsible for, all Wastewater until the same shall pass through such points of delivery, and thereafter GBRA shall be in exclusive control and possession thereof and solely responsible therefore.

ARTICLE V

QUALITY OF WASTEWATER

SECTION 5.1. Definitions. As used in this Article V, the following terms and phrases shall have meanings as follows:

(1) The term "properly shredded garbage" means solid waste from the preparation, cooking and disposing of food, and from storage and sale of produce that has been shredded to such degree that all particles will be carried freely under the flow conditions normally prevailing in public sanitary sewers, with no particle greater than one-half inch in any dimension.

(2) The term "B.O.D." (denoting biochemical oxygen demand) means the quantity of oxygen utilized in the biochemical oxidation of organic matter under standard laboratory conditions in five days at 20 degrees Centigrade, expressed in milligrams per liter (mg/L).

(3) The term "suspended solids" means solids that either float on the surface or are in suspension in waste or other liquids and which are removable by laboratory filtration expressed in milligrams per liter.

(4) The term "pH" is the common logarithm of the reciprocal of hydrogen ion activity expressed in moles per liter of solution.

(5) The term "grease" means fats, waxes, oils and other similar non-volatile material in waste which are extracted by hexane from an acidified sample using the Soxhlet method.

SECTION 5.2. Regulation of Wastewater. In order to permit GBRA to properly treat and dispose of the City's Wastewater, to protect the public health and to permit cooperation with other entities for the protection of the physical, chemical and bacteriological quality of public waters and watercourses, and to protect the System, the City and GBRA agree that the quality or strength of all Wastewater discharged by the City into the System must be regulated. The City agrees to regulate the quality and strength of the Wastewater to be discharged into the System as hereinafter provided in this Article, and the City agrees that it will make such other and further regulation of the quality or strength of Wastewater discharged by the City into the System as may be required from time to time to permit GBRA to operate the System so as to treat and dispose of Wastewater in compliance with the orders, rules, regulations or permits of any regulatory body. The parties further agree that the obligation of GBRA to receive Wastewater into the System shall depend upon compliance by the City with the provisions of this Article.

SECTION 5.3. Admissible Wastewater. Wastewater discharged into GBRA's System shall consist only of Wastewater amenable to biological treatment. All garbage contained in the Wastewater shall be only properly shredded garbage and all waste shall be free from the prohibited constituents listed in Section 5.4 below and limited in B.O.D., suspended solids, dissolved sulfides and pH as follows: (a) the B.O.D. of Wastewater discharged into the System, as determined by standard methods, shall not exceed 300 mg/L, or the design loading of the System, whichever is less; (b) the suspended solids in Wastewater discharged into the System, as determined by standard methods, shall not exceed 300 mg/L; (c) the pH of Wastewater discharged into the System shall be not lower than 6.0 nor higher than 9.0; (d) the dissolved sulfides in Wastewater discharged into the System shall not exceed 0.1 mg/L; and (e) no acids shall be discharged into the System unless neutralized to a pH of 6 or more.

SECTION 5.4. Wastewaters Not Admissible. Wastewaters shall not be admissible into the System which are listed as exceeding the maximum allowable discharge limits in the TNRCC-approved City of Buda Industrial Wastewater Ordinance and a pretreatment program approved by regulatory agencies, as now existing or as hereafter amended or required.

In addition, the following pollutants shall not be introduced into the System:

- (1) Pollutants which create a fire or explosion hazard;
- (2) Pollutants which will cause corrosive structural damage to the System;
- (3) Solid or viscous pollutants in amounts which will cause obstruction to the flow in the System;
- (4) Heat in amounts that will inhibit biological activity in the System, but in no case heat in such quantities that the temperature in the Wastewater exceeds 104 degrees F;
- (5) Petroleum oil, nonbiodegradable cutting oil or products of mineral oil origin in amounts that will cause interference with or pass through the System;
- (6) Pollutants which result in the presence of toxic gases, vapors or fumes with the System in a quantity that may cause acute worker health and safety problems; and
- (7) Any trucked or hauled pollutants except at discharge points designated by the City and GBRA.

SECTION 5.5. Industrial Wastewaters. The effect of certain types of Industrial Wastewater upon sewers and Wastewater treatment processes are such as to require that careful and special consideration be made of each industrial connection. This is a matter of concern both to GBRA and to the City. Accordingly, the City will regulate the discharge of Industrial Wastewater into the City's Sewer System, and in turn into GBRA's System, including requirements for pretreatment before discharge into its Sewer System if necessary to meet the quality requirements for admissible Wastewater as set out in Section 5.4 above, and the City will authorize discharge of Industrial Wastewater into its Sewer System subject to approval by GBRA after the filing by an applicant industry of an Industrial Discharge Application, and such other information as required. To facilitate inspection and control of Industrial Wastewater, the City will require industries to provide an inspection site that will be representative of the facility's discharge into the City's Sewer System. If inspection indicates that damage or violation of any law, regulation, order, permit or license might result from the discharge, the permit may be revoked unless and until the industry establishes acceptable remedial measures. GBRA agrees to assist the City in revising its Industrial Wastewater ordinances and programs.

SECTION 5.6. Testing. GBRA shall collect samples of Wastewater delivered into the System and cause same to be analyzed by the current edition of Standard Methods for Examination of Water and Wastewater as published by the American Public Health Association and others, and shall take such other samples and make such other analyses of Wastewater and effluent as GBRA may from time to time deem desirable. If the analysis of waste discloses concentrations higher than those specified in this Article V, GBRA will at once inform the City of such disqualification. It shall be the obligation of the City to require the offending originator of said highly concentrated materials to undertake remedial pretreatment before discharge into the City's Sewer System.

In addition to sampling required by regulatory agencies, if any, GBRA will also periodically take samples at the City's outfall pipe for analysis of dissolved oxygen, pH, and fecal coliform. Those samples will be collected at the same frequency as required in the City's existing TNRCC permit or at such frequency as requested by the City. GBRA may also conduct appropriate sampling of the receiving state waters above and below the points of discharge by the System as necessary to comply with applicable governmental requirements.

ARTICLE VI

PAYMENTS AND TERMS

SECTION 6.1. Payments by the City. The City recognizes the statutory and contractual duty of GBRA to fix and to revise (if and when necessary in accordance with the provisions of this Contract relating to fixing of charges) the charges for services to be rendered and made available to the City hereunder so that the total amount to be paid by the City shall at all times be not less than an amount sufficient to pay or provide for the payment of:

- (1) all operation and maintenance expenses (as described in Section 7.6 hereof);
- (2) the principal of and interest on any Bond as such becomes due, less interest to be paid out of Bond proceeds as permitted by any Bond Resolution, together with the fees of the Paying Agent;
- (3) during each Fiscal Year, the amount of any reserve and contingency funds required to be established and maintained by the provisions of any Bond Resolution; and
- (4) an amount in addition thereto sufficient to restore any deficiency in any of such funds required to be accumulated and maintained by the provisions of any Bond Resolution.

Out of the proceeds from the sale of any Bonds, GBRA may set aside money sufficient for the purpose of capitalizing and paying the interest to accrue thereon during any period of construction following the date of issuance and delivery of such Bonds, together with the fees of the Paying Agent during the same period. Subject to being credited for any capitalized interest and Paying Agent fees provided from the Bond proceeds, the City agrees to pay GBRA's financial requirements for services to be rendered to GBRA hereunder (subject to the credits as hereinafter provided in Section 6.8), at the times and in the amounts specified and determined in accordance

with the following provisions of this Article so long as this Contract is in force and effect:

(1) Commencing on the first month following the issuance of any Bonds, the City shall pay in equal monthly installments an amount equal to the sum of the interest which will become due and payable on the Bonds on the next succeeding Interest Payment Date and the estimated fees of the Paying Agent which will become due and payable on such date.

(2) The City shall pay in equal monthly installments an amount equal to the total amount of principal of any Bonds that will mature on the next succeeding maturity date. The City shall commence monthly payments to GBRA under this subsection 2 on or before twelve (12) months (or such shorter period as required by any Bond Resolution) prior to the date of the first principal payment is due on the Bonds.

(3) Each month, the City shall pay 1/12th of the annual operation and maintenance expenses in the Annual Budget prepared pursuant to Article VII; provided, however, the City shall also make (and thereafter maintain annually) an operating deposit equal to one months budgeted operating and maintenance expenses for the Fiscal Year in which the parties are operating. Interest earned on the one months' operating deposit shall be credited to the City.

(4) Each month, the City shall pay an amount equal to such sums as are necessary to establish, replenish and maintain any reserve, contingency and other funds created, and for which provision is made in the Bond Resolution, and such payments shall be made at such time and in such amounts as provided in the Bond Resolution.

The payments as set forth in Subsections 1, 2, 3 and 4 above shall be due commencing on the respective dates specified therein without regard to the actual date on which the construction of any Project is completed or the actual date on which the City commences discharging Wastewater into the System or whether the City ever discharges Wastewater into the System.

SECTION 6.2. Payments by City Unconditional. The City and GBRA recognize that any Bonds will be payable from, and secured by, a pledge of the sums of money to be received by GBRA under this Contract and that in order to make the Bonds marketable at the lowest available interest rate, it is to the mutual advantage of the City and GBRA that the City's obligation to make the payments required hereunder be, and the same is hereby, made unconditional. All sums payable hereunder to GBRA shall, so long as any part of any Bonds are outstanding and unpaid, be paid by the City without set-off, counterclaim, abatement, suspension or diminution except as otherwise expressly provided herein; and so long as any part of the Bonds are outstanding and unpaid, this Contract shall not terminate, nor shall the City have any right to terminate this Contract nor be entitled to the abatement of any payment or any reduction thereof nor shall the obligations hereunder of the City be otherwise affected for any reason, it being the intention of the parties that so long as any part of the Bonds are outstanding and unpaid, all sums required to be paid by the City to GBRA shall continue to be payable in all events and the obligations of the City hereunder shall continue unaffected, unless the requirement to pay the same shall be reduced or terminated pursuant to an express provision of this Contract.

SECTION 6.3. Operating Expense. The parties agree and the City represents and covenants that all moneys required to be paid by the City under this Contract shall constitute an operating expense of the City's sewer system as authorized by the Constitution and laws of the State of Texas, including the Regional Waste Disposal Act, as amended (compiled as Chapter 30, Texas Water Code), and Article 1113, Vernon's Texas Civil Statutes, as amended.

SECTION 6.4. Source of Payments. All payments required to be made by the City to GBRA under this Contract shall be payable from the income of the City's sewer system. GBRA shall never have the right to demand payment by the City of any obligations assumed by or imposed upon it under or by virtue of this Contract from any funds raised or to be raised by taxation and the City's obligations under this Contract shall never be construed to be a debt of the City of such kind as to require it under the Constitution and laws of the State of Texas to levy and collect a tax to discharge such obligation.

SECTION 6.5. Covenant to Maintain Sufficient Income. The City agrees to fix and maintain such rates and collect such charges for the facilities and services provided by its sewer system as will be adequate to permit the City to make prompt payment of all expenses of operating and maintaining its sewer system, including payments under this Contract and to make prompt payment of the interest on and principal of any bonds or other obligations of the City payable, in whole or in part, from the revenues of its sewer system. The City further agrees to comply with all of the provisions of the ordinances or indentures authorizing its bonds or other obligations which are payable, in whole or in part, from the revenues of its sewer system.

SECTION 6.6. Billing. GBRA will render bills to the City at least once each month for the payments required by this Article VI. GBRA shall, until further notice, render such bills on or before the 1st day of each month and such bills shall be due and payable at GBRA's office indicated below by the 15th day of each month or ten (10) days after such bill is deposited into the United States mail, properly stamped, addressed and postmarked to the City, whichever is later, and thereafter interest shall accrue thereon at the rate of seven per cent (7%) per annum until paid in full. GBRA may, however, by sixty (60) days written notice change the monthly date by which it shall render bills, and all bills shall thereafter be due and payable fifteen (15) days after such date or ten (10) days after such bill is deposited into the United States mail, properly stamped, addressed and postmarked to the City, whichever is later, and thereafter interest shall accrue thereon at the rate of seven per cent (7%) per annum until paid in full. The City shall make all payments in such coin or currency of the United States of America as at the time of payment shall be legal tender for the payment of public and private debts and shall make payment to GBRA at its office in the City of Seguin, Guadalupe County, Texas, or at such other place as GBRA may from time to time designate by sixty (60) days written notice.

SECTION 6.7. Delinquency in Payment. If the City fails to pay any bills when due and payable, GBRA may give written notice of such delinquency to the City and if all bills due and unpaid, including interest thereon, are not paid within forty-five (45) days after delivery of such notice, then the City agrees that GBRA shall be authorized, at its option, in addition to any other remedy available at law or in equity, to institute suit for collection thereof and to collect any amounts due and unpaid, together with interest thereon and reasonable attorneys' fees, and the City further agrees that GBRA may, at its option, discontinue receiving, treating and disposing of Wastewater from the City until all amounts due and unpaid are paid in full with interest as herein

specified. Any such discontinuation of service shall not, however, relieve the City of its unconditional obligation to make the payments required by this Article VI.

SECTION 6.8. Credits. All revenues received by GBRA by reason of its operation of the System will be deposited and applied to the funds of the System as provided in any Bond Resolution.

ARTICLE VII

ACCOUNTING AND BUDGETS

SECTION 7.1. Accounting. GBRA covenants and agrees that it will maintain financial records relating to the operation, maintenance and repair of the System as a separate utility system, in keeping with standard accounting practices and the same shall be available for inspection by the City at reasonable hours and under reasonable circumstances. GBRA will operate the System on the basis of its Fiscal Year.

SECTION 7.2. Audits. After the end of each Fiscal Year, GBRA will have its financial records relating to the System audited by a certified public accountant and shall annually provide the City a copy of GBRA's Comprehensive Annual Financial Report showing in reasonable detail the financial condition of the System as of the close of the Fiscal Year.

SECTION 7.3. Annual Budget. Except as otherwise provided in Section 3.1 above, not later than the 1st day of July of each year in which GBRA operates the System, GBRA shall cause to be prepared its tentative budget for the operation of the System for the next ensuing Fiscal Year, including without limitation all payments required under any Bond Resolution and all operation and maintenance expenses. A copy of such tentative budget shall be filed with the City Secretary and shall be dated as of the date mailed by GBRA. If no additional information is requested of GBRA by the City on such tentative annual budget within thirty (30) days after such filing of the tentative budget, the tentative budget shall be considered for all purposes as the "Annual Budget" for the next ensuing Fiscal Year. If a request for information is timely filed by the City, the City Manager and the GBRA General Manager shall each appoint representatives to meet at a time and place designated by GBRA to consider and agree on a final Annual Budget. If for any reason the Annual Budget has not been agreed to by the beginning of a Fiscal Year, the Annual Budget for the preceding Fiscal Year shall remain in force; provided, however, that the portion of the preceding Fiscal Year's Annual Budget related to payments required under any Bond Resolution shall be revised to reflect the payments required under that Bond Resolution for the next Fiscal Year in order to ensure the City's unconditional obligation to pay the Bonds as provided in this Contract. If no agreement on an Annual Budget is reached by the ninetieth (90th) day of such next Fiscal Year, the Board of Directors of GBRA shall adopt the tentative budget or may adopt such amendments thereof as it may deem proper as the Annual Budget effective as of said ninetieth (90th) day of such next Fiscal Year. The Annual Budget thus adopted by the Board of Directors of GBRA shall be the Annual Budget for the next ensuing Fiscal Year. Should the City disagree with the Annual Budget, it may pursue any relief available to it under existing law including filing complaints at any administrative agencies with appropriate jurisdiction.

SECTION 7.4. Amendment of Annual Budget. The Annual Budget may be amended by the Board of Directors of GBRA at any time to transfer from one line item of the Budget to another

any funds which will not be needed by such line item so long as the total amount provided in the Annual Budget is not increased. Further, the amount for any line item or the amount for any purpose in the Annual Budget may be increased by GBRA even though such action might cause the total amount of the Annual Budget to be exceeded; provided that such action shall be taken only after prior notice to the City Administrator of the City of at least fifteen (15) days from the date of receipt of notice and with the opportunity for the City to review and approve the proposed amendment prior to adoption by the Board of Directors of GBRA. If GBRA adopts an amendment, certified copies of the amended Annual Budget and such resolution shall be filed immediately by GBRA with the City. Should the City and GBRA disagree with the amendment, either may pursue any relief available to it under existing law including filing complaints at any administrative agencies with appropriate jurisdiction.

SECTION 7.5. Annual Adjustment. Promptly after the end of each Fiscal Year, the operation and maintenance expenses of the System (including administrative and general expense) actually incurred during that Fiscal Year will be determined. If all payments made by the City (including credits as provided in Section 6.8) are less than the amount of the actual expenses and charges set forth above, then the City shall pay the amount of such deficiency with the next monthly bill or bills, not to exceed three bills. Any excess shall be applied as a credit to the City's next monthly bill or bills not to exceed three bills. If GBRA receives payment or compensation for beneficial reuse of the effluent from the System, GBRA will credit the City for the amount of such payment or compensation as part of the annual adjustment.

SECTION 7.6. Operation and Maintenance Expenses. The operation and maintenance expenses of the System shall be the reasonable and actual cost incurred by GBRA in the administration, operation and maintenance of the System and any extensions, improvements, enlargements, betterments and replacements thereof that are not paid from funds provided by bank loans or Bonds, including, without limitation:

(a) wages and salaries, employee benefits, chemicals, the purchase and carrying of stores, materials and supplies, power and utilities, supervision, engineering and professional fees, testing, auditing, franchises, regulatory assessments, waste disposal charges or assessments, claims, insurance and all other items and expenses of a like or different nature reasonably required for the efficient maintenance and operation thereof and the performance of the provisions of this Contract;

(b) repairs and replacements of damaged, worn-out or obsolete parts of the System, provided that the items paid out of any depreciation or replacement fund established in any Bond Resolution shall not be duplicated or included herein;

(c) improvements, capital additions and betterments to keep the System in operation to render adequate service to the City and to comply with the requirements of, any rule, regulation or permit to discharge waste into the receiving state waters issued by any regulatory body having jurisdiction, provided that the items paid out of any funds provided by Bonds shall not be duplicated or included herein; and

(d) the administrative and general expense of GBRA attributable to

administration of the System as determined by GBRA, not to exceed an amount equal to fifteen percent (15%) of the total of all other operation and maintenance expense.

ARTICLE VIII

OPERATION OF SYSTEM

SECTION 8.1. Standard of Operation. GBRA shall operate and maintain the System in accordance with accepted good business practices, permits, and applicable laws, and GBRA agrees to use reasonable diligence and care to continually hold itself ready, willing and able to render Wastewater treatment services to the City as provided in this Contract. GBRA shall provide qualified employees and supervision that meet the requirements of TNRCC, as those requirements may be amended from time to time.

SECTION 8.2. Independent Contractor; Reporting. As between the parties, GBRA shall be solely responsible for construction, operation and maintenance of the System to treat and dispose of all Wastewater received from the City pursuant to this Contract (except to the extent GBRA and the City enter into agreements for the City to operate parts of the System); and GBRA shall be an independent contractor in the construction, operation and maintenance of the System. GBRA will provide the City with regular periodic reports on the performance of the System, the hydraulic and pollution loadings on the System, and the effects of the City's industrial Wastewater ordinances and programs on the performance of the System.

SECTION 8.3. Regulatory Action. The parties recognize that the obligations of GBRA to render services to the City by operation of the System as provided in this Contract are subject to all present and future rules and regulations of regulatory bodies, and the parties agree to cooperate to make such applications and to take such action as may be desirable to maintain compliance therewith. The City shall be responsible for paying penalties, fines, assessments or violations assessed by any regulatory authority for deliveries of Wastewater by the City to the System in excess of then applicable design or permit standards of any governmental agency with applicable jurisdiction, even though the penalty, fine, assessment or violation may be addressed to GBRA. Further, the City shall be responsible for any penalties, fines, assessments or violations at the existing waste treatment plant of the City being leased by GBRA pursuant to the provisions of this Contract that relate to the City's operation of the System prior to the Commencement Date.

SECTION 8.4. Maintenance of Lagoon Area and Road. After the City vacates the tract of land leased to GBRA under Section 3.4 and during the term of this Contract, GBRA will be responsible for the maintenance of the portion of the tract currently used by the City, and the area used for temporary storage lagoons. After the Commencement Date and during the term of this Contract, GBRA will be responsible for the maintenance of the existing entrance road used for access to the treatment facilities.

ARTICLE IX

CONTRACTS WITH OTHER PARTIES AND CREDITS

SECTION 9.1. Contracts by Authority. GBRA agrees to operate the System for the use and benefit of the City. GBRA shall have the right, however, to contract with other parties to render services from the operation of the System, with the written approval of the City. GBRA shall have the further right to enlarge the size and the capacity of the System for the use and benefit of other parties with the consent of the City. Such contracts with other parties and such enlargements in size and capacity shall not, however, impair the right of the City to discharge the quantities of Wastewater as set forth in Section 4.1, except with the consent of the City. Nothing herein contained, however, shall be construed to release the City from its unconditional obligation to make payments to GBRA as provided in Section 6.1 of this Contract.

SECTION 9.2. Additional Facilities to Serve Exclusively Other Customers. The parties recognize that GBRA may hereafter be called upon to finance, construct, acquire and equip facilities to collect, transport, treat and dispose of Wastewater exclusively for parties other than the City. In such event, any such facilities shall not constitute a part of the System, notwithstanding that they may be physically connected with the System or located on properties of the System, and the revenues received by GBRA from the use, ownership, operation, lease or sale of such facilities shall not constitute revenues received by GBRA by reason of its ownership or operation of the System. However, if the facilities are either (i) located on properties of the System or (ii) physically interconnected to the System, then GBRA shall obtain the prior written consent of the City and reasonable compensation or credit shall be provided to the City for the use of such System property. It is expressly agreed that revenues received by GBRA from the use, ownership, operation, lease or sale of such facilities shall be available to pay the annual cost of operating and maintaining such facilities and may be pledged and applied to the payment of revenue bonds or other obligations issued by GBRA to construct or acquire and equip such facilities and acquire the sites therefor.

GBRA expressly agrees, however, that it will not issue any revenue bonds or other obligations payable in whole or in part from revenues to be received by GBRA from such facilities which are connected with the System or located on properties of the System, unless the consulting engineers of GBRA shall certify that in their opinion such facilities are necessary to enable GBRA to collect, transport, treat or dispose of Wastewaters of such party. Nothing herein contained, however, shall be construed to release the City from its unconditional obligation to make payments to GBRA as provided in Section 6.1 of this Contract.

Upon termination of this Contract, at the option of the City any additional facilities constructed pursuant to this Section 9.2 will be transferred to the City as provided in Section 11.1, or removed at GBRA's expense.

ARTICLE X

ADDITIONAL COMPLETION BONDS AND ADDITIONAL CAPACITY TO SERVE CITY

SECTION 10.1. Additional Bonds to Complete Project. If, in addition to the amount of Bonds initially issued, the Board of Directors of GBRA determines, based upon the recommendation of its consulting engineer, that additional capital funds are required to complete any Project in accordance with plans and specifications approved by the City, GBRA is authorized to issue additional Bonds for the purpose of completing the Project in accordance with plans and specifications approved by the City provided the City must consent in writing to the issuance of the additional Bonds. The amounts to be paid to GBRA by the City shall be increased by the amount necessary to pay the principal of and interest on such additional Bonds and Paying Agent's fees attributable thereto, and to create, establish or increase any funds required by the resolution or trust indenture authorizing and securing such additional Bonds.

SECTION 10.2. Project Management Committee. The City and GBRA will each designate two representatives as members of a Project Management Committee. The function of the Project Management Committee shall be to consult and advise with representatives of GBRA to manage and coordinate construction of any Project. Such Project Management Committee may, in its discretion, make recommendations to GBRA's Board of Directors.

SECTION 10.3. Data. To permit GBRA to accumulate statistical data which would enable it to render better service and facilitate plans for betterment and future expansion of facilities, the City agrees to furnish to GBRA, prior to the Commencement Date and annually thereafter, such information as GBRA may request, including the number of domestic connections, commercial and business connections, and the specific industrial connections to be served.

SECTION 10.4. Additional System Facilities; Bonds. In the event additional facilities or improvements are required to adequately receive, treat and dispose of Wastewater from the City, GBRA and the City will cooperate to determine the additional facilities or improvements that are required. GBRA will undertake to provide such additional facilities as are needed to receive, treat and dispose of additional Wastewater of the City over and above the maximum quantities as provided in Section 4.1 of this Contract or to provide such expansions, improvements, enlargements, betterments or extensions as may be required to comply with any new or additional requirements imposed by any regulatory agency. GBRA and the City will cooperate to determine when such additional capacity and facilities are necessary and feasible.

Upon adoption of an appropriate resolution by the City Council requesting that GBRA issue Bonds to pay the costs of any such expansions, improvements, enlargements, betterments or extensions, GBRA shall use reasonable and diligent efforts to issue and sell the Bonds. If any such Bonds are sold, the City shall be unconditionally responsible for payment of the debt service costs thereof in accordance with the provisions of this Contract and the parties agree that all provisions of this Contract concerning the Bonds and the Project shall apply to any such Bonds and the project to be constructed with the proceeds of the Bonds, except as might otherwise be agreed between the parties.

ARTICLE XI

OTHER PROVISIONS

SECTION 11.1. Terms; Termination. This Contract shall continue in force and effect (i) until September 1, 2006 or (ii) until all Bonds, both as to principal and interest, have been fully paid, redeemed or defeased, whichever occurs last; provided, however, that no Bonds shall be issued without the consent of the City. The City may, upon twelve (12) months written notice to GBRA, terminate this Contract but only if on or before such termination date all of the Bonds are fully paid, redeemed or defeased both as to principal and as to interest. After the Bonds shall have been fully paid, redeemed or defeased, GBRA shall convey title to any Project to the City and, if this Contract is continuing in effect thereafter, the City shall lease the System, including the Project facilities back to GBRA under the same terms and provisions as provided in Section 3.4 and subject to the same terms and provisions of the operating agreement in Section 3.3 until termination of this Contract, and the City shall continue to be entitled to receive the services as provided in this Contract upon the payment of the operation and maintenance expense of the System. Upon termination of this Contract, unless otherwise agreed in writing between the parties, this Contract shall, subject to the City's right of termination, automatically be renewed for an additional term of five (5) years; and upon the end of that term, for an additional five (5) year term unless otherwise agreed in writing by the parties or termination by the City as provided above. The parties thereafter may agree to provide for the continued operation of the System facilities by GBRA under the terms of this Contract for additional five (5) year periods. After termination of this Contract or any extensions thereof, all lands and permanent improvements, together with any associated rights, permits or licenses, equipment, records and supplies comprising the System, to the extent not previously transferred to the City as otherwise provided herein, shall be transferred to the City.

If the City sells the System to a purchaser other than GBRA as provided in Section 11.2, GBRA may terminate this Contract by giving the Purchaser (hereinafter defined) six months written notice.

SECTION 11.2. Sale of System. The City shall not sell, convey, or otherwise transfer any of its interests in the System except in strict compliance with the terms of this Section 11.2. The City shall not lease, mortgage, or otherwise encumber any of its interests in the System.

If the City should ever receive any offer or inquiry with respect to the sale and conveyance of all or any part of the City's interests in the System, the City shall immediately notify GBRA of such offer or inquiry and provide GBRA a copy of any written offer or inquiry, as well as any subsequent modifications to the offer or inquiry and all correspondence to and from the City relating to the offer or inquiry. If the City should ever determine by formal action of its City Council that it desires and intends to accept any offer to purchase all of the City's interests in the System, it shall give GBRA written notice of that determination. After GBRA receives such written notice from the City, GBRA shall have the right to purchase and acquire all of the interests of the City in the System, under the same terms and conditions set forth in the offer. If GBRA determines that it will purchase and acquire the City's interests from the City, it shall give the City written notice of its determination within 90 days after GBRA's receipt of the notice from the City, in which case the City shall sell and convey such interests to GBRA under such terms and conditions. If GBRA does not give written notice to the City within such time, the City may sell

and convey all of the City's interests in the System to the person making such offer ("Purchaser"), under the terms and conditions set forth in the offer, but only if such sale and conveyance is made within 180 days after GBRA's notice to the City of its rejection of the offer, and the sale and conveyance is made expressly subject to and conditioned upon the following terms and conditions: (1) Unless GBRA gives Purchaser notice that this Contract will terminate six months from the date Purchaser acquires the System, GBRA will continue to operate the System pursuant to the terms of this Contract for so long as this Contract remains in effect, and the Purchaser shall not in any way interfere with or frustrate GBRA's or the City's rights or their efforts to satisfy their obligations under the Contract, including their right to extend the term of the Contract; and (2) the City shall continue to be bound by this Contract and all of its obligations under the Contract including, without limitation, its obligations relating to quantity and quality of Wastewater admissible into the System.

If GBRA acquires the interests of the City in the System pursuant to this Section 11.2: (1) GBRA will continue to operate the System pursuant to the terms of this Contract for so long as this Contract remains in effect; (2) the City shall continue to be bound by this Contract and all of its obligations under the Contract including, without limitation, its obligations relating to quantity and quality of Wastewater admissible into the System; and (3) notwithstanding any provision of this Contract to the contrary, GBRA shall not be required to transfer to the City, upon termination of this Contract or at any other time, any lands, improvements or associated rights, permits or licenses comprising the System.

SECTION 11.3. Redemption or Defeasance of Bonds. At such time or times as the Bonds are optional for prior redemption, GBRA agrees, upon receipt of a timely request from the City and upon the City's providing sufficient funds to GBRA, to redeem such Bonds or any portion thereof as requested by the City in accordance with the provisions of the Bond Resolution. Further, the City may provide funds to GBRA in an amount together with investment earnings thereon to provide for the defeasance of the Bonds at any time.

SECTION 11.4. Approval by the City. Whenever this Contract requires or permits approval or consent to be hereafter given by the City, the City agrees that such approval or consent shall not be unreasonably withheld or delayed. Such approval or consent by the City may be evidenced by an ordinance or resolution adopted by the governing body of the City or by an appropriate certificate executed by a person, firm or entity authorized to determine and give approval or consent on behalf of the City pursuant to an ordinance or resolution adopted by the governing body of the City. Such approval or consent shall be effective without regard to whether given before or after the time required herein and no such approval or consent of the City shall be required as a condition to any action by GBRA except as expressly required in this Contract.

SECTION 11.5. City's Consent to Location of System Facilities. If any part of the System should be located on any land, easement, right-of-way or other property now or hereafter owned by the City or in any present or future roads, streets, alleys, highways or public places within present or future corporate limits of the City or within the present or future extraterritorial jurisdiction of the City, the City hereby consents thereto and hereby grants or will grant to GBRA the right, privilege, easement and right-of-way, or will grant a franchise, to use such lands, roads, streets, alleys, highways or public places for the purpose of maintaining, operating, laying, repairing and removing any part of the System or the Project until termination of this Contract in order for GBRA to comply with the provisions of this Contract; provided, however, GBRA shall

not serve customers other than the City from sewer mains or lines without a specific franchise from the City.

SECTION 11.6. Force Majeure. If force majeure prevents either party hereto from performing any of its obligations under this Contract (except the unconditional obligation of the City to make the payments required in this Contract), in whole or in part, then the obligations of such party, to the extent affected by such force majeure, shall be suspended during the continuance of any inability so caused, so long as such party is exercising due diligence to resume performance at the earliest practicable time. As soon as reasonably possible after the occurrence of the force majeure relied upon, the party whose contractual obligations are affected thereby shall give notice and full particulars of such force majeure to the other party. The term "force majeure," as used herein, shall include, without limitation of the generality thereof, acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, partial or entire failure of water supply and inability on part of the City to provide water necessary for operation of its water and sewer system hereunder, or of GBRA to receive or treat waste, and any other incapacities of either party, whether similar to those enumerated or otherwise, which are not within the control of the party claiming such inability, and which such party could not have avoided by the exercise of due diligence and care. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty and that the above requirement that any force majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable to it in the judgment of the party having the difficulty.

SECTION 11.7. Remedies Upon Default. It is not intended hereby to specify (and this Contract shall not be considered as specifying) an exclusive remedy for any default, but all such other remedies (other than termination) existing at law or in equity may be availed of by either party and shall be cumulative. Recognizing, however, that both parties' undertakings herein are obligations, failure in the performance of which cannot be adequately compensated in money damages alone, each party agrees, in the event of any default on its part, that the other party shall have available to it the equitable remedy of specific performance in addition to any other legal or equitable remedy (other than termination) which may also be available to it.

SECTION 11.8. No Additional Waiver Implied. No waiver or waivers of any breach or default (or any breaches or defaults) by either party hereto of any term, covenant, condition, or liability hereunder, or of performance by the other party of any duty or obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

SECTION 11.9. Addresses and Notice. Unless otherwise provided in this Contract, any notice, communication, request, reply, or advice (herein severally and collectively, for convenience, called "Notice") herein provided or permitted to be given, made, or accepted by either party to the other must be in writing and may be given or be served by depositing the same in the United States mail postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer of such party, or by prepaid

telegram, when appropriate, addressed to the party to be notified. Notice deposited in the mail in the manner hereinabove described shall be conclusively deemed to be effective, unless otherwise stated in this Contract, from and after the expiration of four (4) days after it is so deposited. Notice given in any other manner shall be effective only if and when received by the party to be notified. For the purpose of notice, the addresses of the parties shall, until changed as hereinafter provided, be as follows:

If to GBRA, to:

Guadalupe-Blanco River Authority
Attention: General Manager
933 East Court Street
Seguin, Texas 78155

If to the City, to:

City of Buda
Attention: City Administrator
P.O. Box 1218
Buda, Texas 78610-1218

The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days written notice to the other party.

SECTION 11.10. Modification. This Contract shall be subject to change(s) or modification(s) only with the mutual consent of the governing bodies of each of the parties hereto, but the City recognizes that the Bond Resolution may contain covenants by GBRA not to consent to certain change(s) or modifications of this Contract.

SECTION 11.11. Assignability. This Contract shall not be assignable by GBRA without the prior written consent of the City and shall not be assignable by the City without prior written consent of GBRA.

SECTION 11.12. Parties in Interest. This Contract shall be for the sole and exclusive benefit of GBRA, the City and the owners and holders of any Bonds. GBRA is hereby granted the specific right to assign, mortgage, transfer in trust, pledge or otherwise hypothecate or encumber the City's obligations to make payments under this Contract.

SECTION 11.13. Financing Statement. The City agrees that at the request of GBRA it shall execute a financing statement in a form satisfactory to GBRA and meeting the requirements of the Texas Business and Commerce Code to perfect any security interest created in connection with the issuance of any Bonds. The City further agrees to execute such continuation statements or other documents as may be necessary to maintain any such security interest.

SECTION 11.14. Captions. The captions appearing at the first of each numbered article and section in this Contract are inserted and included solely for convenience and shall never be considered or given any effect in construing this Contract, or any provision hereof, or in connection

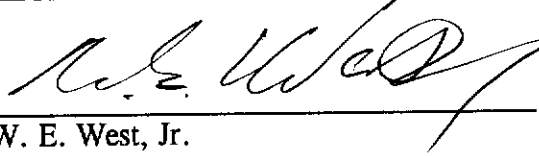
with the duties, obligation, or liabilities of the respective parties hereto or in ascertaining intent, if any question of intent should arise.

SECTION 11.15. Severability. The provisions of this Contract are severable, and if any provision or part of this Contract or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Contract and the application of such provision or part of this Contract to other persons or circumstances shall not be affected thereby.

SECTION 11.16. Merger. This Contract constitutes the entire agreement between the parties relative to the subject matter thereof. There have been and are no agreements, covenants, representations or warranties between the parties other than those expressly stated herein or expressly provided for herein.

IN WITNESS WHEREOF, the parties hereto have executed this Contract in four copies, each of which shall be deemed to be an original, as of the 4 day of September 2001.

GUADALUPE-BLANCO RIVER AUTHORITY

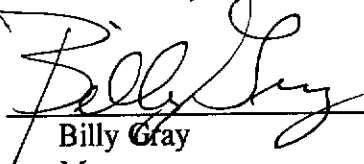
By 
W. E. West, Jr.
General Manager

ATTEST:

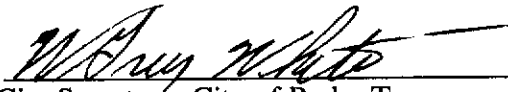
By 

(SEAL)

CITY OF BUDA, TEXAS

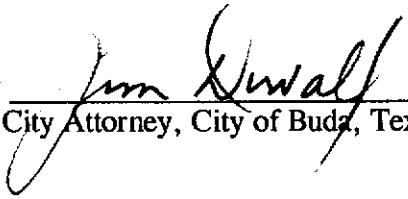
By 
Billy Gray
Mayor

ATTEST:

By 
City Secretary, City of Buda, Texas

(SEAL)

APPROVED IN WRITING AS TO FORM
BEFORE EXECUTION AND DELIVERY:

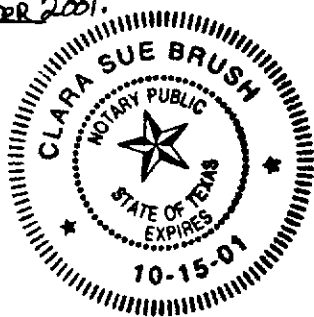
By 
City Attorney, City of Bud, Texas

THE STATE OF TEXAS §

COUNTY OF GUADALUPE §

BEFORE ME, the undersigned Notary Public, on this day personally appeared **William E. West, Jr. General Manager of GUADALUPE-BLANCO RIVER AUTHORITY**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, as the act and deed of said Authority.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 4th day of September 2001.



Clara Sue Brush
Notary Public in and for
The State of Texas

THE STATE OF TEXAS §

COUNTY OF HAYS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared **Mr. Billy Gray, Mayor of the CITY OF BUDA, TEXAS**, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed in the capacity therein stated, as the act and deed of said City.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 31 day of August, 2001



Betty J. Newlin
Notary Public in and for
The State of Texas

24 There is also conveyed hereby the following three easements:

25 1. A 20 foot wide sewer easement extending along the East and
 26 North lines of the said 55.17 acre tract to the East line of the
 27 above described 5.00 acre tract, with the Buyer to have access there-
 28 to at all times to install, enlarge, repair, replace, or otherwise
 29 maintain one or more sanitary sewer lines, together with any appur-
 30 tenances thereto, installed at a minimum depth of 24", either below
 31 natural ground or fill material placed thereover; and the Seller and
 32 his heirs or assigns shall not construct any structure over said
 pipe line or easement, or otherwise interfere with its use or main-
 tainance.

and coinciding

2. A 20 foot wide road easement co-terminus/with the above de-
 scribed sewer easement along the North line of the said 55.17 acre
 tract from its East line to the East line of the 5.00 acre tract;
 the Buyer shall have the right to construct a gravel surface thereon,

WM. Z. FITZGERALD
 ATTORNEY AT LAW
 SAN MARCOS, TEXAS

1 but shall not fence or otherwise impair the Seller's surface use
 2 thereof without written permission.

3 3. A discharge easement into Onion Creek for the discharge of
 4 effluent from a proposed sewage treatment plant; the easement shall
 5 provide for the Buyer to construct a rip-rap channel along the North
 6 line of the said 55.17 acre tract from the West line of the 5.00
 7 acre tract to Onion Creek.

8 The above described deeds, together with their records, are
 9 here referred to and made a part hereof for descriptive and all other
 10 legal and pertinent purposes.

11 TO HAVE AND TO HOLD the above described premises, together with
 12 all and singular the rights and appurtenances thereto in anywise be-
 13 longing, unto the said City of Buda, its successors or assigns, for-
 14 ever. And the said E. C. White and Etta Mae White, grantors herein,
 15 do hereby bind themselves, their heirs, executors and administrators
 16 to WARRANT and FOREVER DEFEND all and singular said premises unto
 17 the said City of Buda, its successors and assigns, against every
 18 person whomsoever lawfully claiming or to claim the same, or any
 19 part thereof.

20 The grantee herein assumes payment for all taxes for the year
 21 1969, same having been prorated to the date hereof.

22 This conveyance is made and accepted subject to all restric-
 23 tions, covenants and conditions, rights-of-way and easements affect-
 24 ing the above described property that are valid, existing and proper-
 25 ly of record.

26 WITNESS OUR HANDS this the 15th day of May, A. D. 1969.

27 
 E. C. White

28 
 Etta Mae White

6 BEFORE ME, the undersigned authority, on this day personally
7 appeared W. C. Carson, known to me to be the person whose name is sub-
8 scribed to the foregoing instrument, and acknowledged to me that he
9 executed the same for the purposes and consideration therein expressed.
10 GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 28th day of
11 May, A. D. 1969.

12
13
14
15
16

Wm. A. Eggen
Notary Public (1) and for
Hays County, Texas

FILED FOR RECORD THE 28th DAY OF May A. D., 1969 AT 2:00 O'CLOCK P.
RECORDED THE 22nd DAY OF June A. D., 1969 AT 9:50 O'CLOCK A.

Lydell B. Clayton
LYDELL B. CLAYTON, COUNTY CLERK, HAYS COUNTY, TEXAS.

THE STATE OF TEXAS
COUNTY OF HAYS KNOW ALL MEN BY THESE PRESENTS:

1 That we, E. C. White and Etta Mae White, husband and wife, of
2 Hays County, Texas, in consideration of the sum of Ten and No/100
3 (\$10.00) Dollars cash and other good and valuable consideration to
4 us in hand paid by the City of Buda, of Hays County, Texas, the
5 receipt and sufficiency of which is hereby acknowledged and con-
6 fessed and for which no lien, express or implied, is retained, have
7 GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL
8 and CONVEY, unto the City of Buda, all that certain property
9 situated in Hays County, Texas, and being more particularly de-
10 scribed as follows:

11 Being 5.00 acres, more or less, out of the Southwest quarter of the
12 S.V.R. Eggleston Survey, in Hays County, Texas, and further de-
scribed as follows:

13 BEGINNING at the Northeast corner of a 55.17 acre tract conveyed
14 to E. C. White in 1953 by deed recorded in Vol. 156, page 10, Hays
15 ~~acre tract conveyed to J. D. Carlson by deed recorded in Vol. 65, page~~
16 305, Hays County Deed Records, the point of beginning of the 5.00
acre tract herein described;

17 THENCE continuing with the said North line, due West 590.41 feet
18 to a point;

19 THENCE South 12° 30' West 419.95 feet to a point;

20 THENCE due East 551.30 feet to a point;

21 THENCE due North 330.00 feet to a point;

22 THENCE due East 130.00 feet to a point;

23 THENCE due North 80.00 feet to the Point of Beginning, and contain-
ing 5.00 acres, more or less. 268

RECEIVED

REC'D NOV 21 2011 NOV 30 2011
GBRA Seguin Office

November 9, 2011

Mike Beggs
City of Buda
Director of Public Works/Emergency Management Coordinator
P.O. Box 1218
121 Main Street
Buda, TX 78610

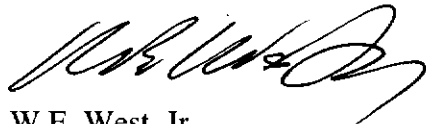
Re: Letter Agreement to Amend the Regional Wastewater Treatment Contract Between
GBRA and the City of Buda

Dear Mr. Beggs:

Pursuant to Section 5.6 of the above referenced contract, GBRA has agreed to take samples at the City's outfall pipe for analysis of dissolved oxygen, pH, and fecal coliform. The TCEQ has changed the parameters to measure e. coli instead of fecal coliform.

To reduce the need to collect samples for both parameters, the parties have agreed to amend Section 5.6 to delete the parameter fecal coliform and replace it with the term e. coli. If the amendment to Section 5.6 is acceptable to the City, please indicate your concurrence in the space below and return a fully executed copy to GBRA for its files. Thank you.

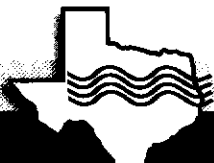
Sincerely,



W.E. West, Jr.
General Manager

Concur: Mike Beggs
Date: 11-28-2011

Main Office: 933 East Court Street ~ Seguin, Texas 78155
830-379-5822 ~ 800-413-4130 ~ 830-379-9718 fax ~ www.gbra.org



GBRA Guadalupe-Blanco River Authority

August 31, 2016

Mr. Kenneth Williams
 City Manager
 City of Buda
 P. O. Box 1380
 Buda, Texas 78610

Re: Five Year Renewal of and Second Amendment to Regional Wastewater Agreement

Dear Mr. Williams:

As you know, the Guadalupe-Blanco River Authority ("GBRA" or the "Authority") and the City of Buda (the "City") entered into an agreement entitled "Regional Wastewater Treatment Contract Between the Guadalupe-Blanco River Authority and the City of Buda, dated September 1, 2001, (the "Regional Wastewater Agreement"). Upon GBRA's and the City's representatives both signing it, this letter will constitute the Second Amendment to the Regional Wastewater Treatment Contract Between the Guadalupe-Blanco River Authority and the City of Buda.

Under Section 11.1 of the Regional Wastewater Agreement, the Initial Term continued through September 1, 2006, or until all the principal and interest on the bonds financing the wastewater treatment plant were paid, redeemed or defeased, whichever occurred last. Thereafter, subject to the City's right to terminate on one year's written notice, the Regional Wastewater Agreement automatically renewed for two successive five-year terms. Thereafter, the parties could agree to successive 5-year renewal terms subject to the same termination rights.

The initial term and the first automatic five-year term have expired. The second automatic five-year term will expire on September 1, 2016. The Parties now wish to extend the Regional Wastewater Agreement under the same terms for an additional year while they work out terms for a longer agreement. This one-year extension will commence on September 1, 2016 and end on September 1, 2017.

The Parties agree as follows:

1. The Regional Wastewater Agreement shall be extended through September 1, 2017 under the same terms and conditions as contained therein, except as modified, supplemented or amended by this Second Amendment. In the event of any conflict between the Regional Wastewater Agreement and this Second Amendment to the Regional Wastewater Agreement, this Second Amendment shall govern.
2. Nothing in the Regional Wastewater Agreement, the First Amendment to the Agreement, or in this Second Amendment shall be construed to waive any immunities or defenses of either GBRA or the City.

Main Office: 933 East Court Street - Seguin, Texas 78155
 830-379-5822 - 800-413-4130 - 830-379-9718 fax - www.gbra.org



GBRA

Guadalupe-Blanco River Authority
flowing solutions

Mr. Kenneth Williams
August 31, 2016
p. 2

Thank you for your cooperation and assistance in this matter. Please countersign both originals of this letter, retaining one original for your file and returning the other fully executed original to my office.

Sincerely,

Guadalupe-Blanco River Authority



Kevin Patteson
General Manager / CEO

APPROVED AND ACCEPTED EFFECTIVE THE DATE OF THIS LETTER:

City of Buda, Texas



Kenneth Williams, City Manager

**SECOND EXTENSION OF
REGIONAL WASTEWATER TREATMENT CONTRACT
BETWEEN THE
GUADALUPE-BLANCO RIVER AUTHORITY
AND THE
CITY OF BUDA**

THIS SECOND EXTENSION AGREEMENT is entered into by and between the Guadalupe-Blanco River Authority (GBRA), a conservation and reclamation district created under Article 16, Section 59 of the Texas Constitution with offices at 933 East Court Street, Seguin, Texas 78155 and the City of Buda, Texas (City), a Texas home-rule municipality with offices at 121 Main Street, Buda, Texas 78610.

Recitals

On September 1, 2001, GBRA and the City entered into a certain agreement entitled the “Regional Wastewater Treatment Contract Between Guadalupe-Blanco River Authority and City of Buda, Texas” (the 2001 Agreement).

On November 28, 2011, GBRA and the City executed a letter agreement, amending Section 5.6 of the 2001 Agreement, relating to the taking of samples (the 2011 Amendment).

Pursuant to Section 11.1 thereof, the 2001 Agreement was set to expire on September 1, 2016, but on August 31, 2016, GBRA and the City approved a one-year extension of the 2001 Agreement, as amended, which was to expire on September 1, 2017 (the First Extension).

GBRA and the City are negotiating a new wastewater agreement and each party wishes to extend the 2001 Agreement, as amended, for an additional period of time so that current operations may continue while negotiations are being conducted.

NOW, THEREFORE, in consideration of the parties’ mutual desire to continue operations as described above, they agree to this Second Extension of the Regional Wastewater Treatment Contract under the following terms:

Terms

1. The 2001 Agreement, as amended by the 2011 Amendment, shall continue in full force and effect through December 1, 2017.
2. Except as amended here by modifying the term of the 2011 Agreement, nothing herein shall be construed as modifying the 2001 Agreement or the 2011 Amendment.
3. The Parties agree that the Effective Date of this Second Extension shall be September 1, 2017.
4. The undersigned persons represent that they have full authority to act on behalf of the parties they purport to represent and to agree on their respective party's behalf to the terms of this Second Extension.

**GUADALUPE-BLANCO RIVER
AUTHORITY**

CITY OF BUDA, TEXAS

Kevin Patteson
General Manager/CEO

Kenneth Williams
City Manager



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-672-

Contact: Chance Sparks

Subject: Discussion and possible action of an Ordinance on first reading to change the zoning from Agricultural (AG) to Arterial Commercial/Office-Arterial Retail (C2/R2) for approximately 0.89+/- acres and High Density Residential (HR) for approximately 28.48+/- acres for the property located along Hillside Terrace approximately 1,500 feet east of Green Meadows Lane on the north side of Hillside Terrace, being 29.391+/- acres out of George Herder Survey, Hays County, Texas (Z 17-02) (Assistant City Manager Chance Sparks)

1. Executive Summary

This item is the action item pertaining to an application for a rezoning for a 0.89+/- and 28.48+/- acre property located immediately east of the Green Meadows Subdivision. The request is to change from its initial zoning of AG (assigned upon annexation) to a combination of HR and C2/R2 in order to develop a single-family and townhouse residential project with commercial frontage along Hillside Terrace.

The subject property completed annexation in August 2017. While the applicant intended to establish this requested zoning at that time, the zoning case was delayed to allow for coordination with the adjacent neighborhood and holding of a neighborhood meeting. As a result, this is being processed as a zoning change from the default zoning category of AG.

The Planning & Zoning Commission recommended approval at their September 26, 2017 meeting.

2. Background/History

Adjacent land uses include:

East Outside of City Limits, within ETJ
- Agricultural property

North Outside of City Limits, within ETJ
- Agricultural property

West HR – High Density Residential
- Existing Green Meadows Subdivision, which has HR zoning (identical to the applicant's request)

- A portion remains ETJ, which contains a private property as well as a Goforth SUD water facility

South Outside of City Limits and ETJ
- Agricultural property with associated homestead

Unified Development Code Guidance

Zoning changes are evaluated based on the following criteria:

1. The zoning change is consistent with the Comprehensive Plan;
2. The zoning change promotes the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City;
3. The zoning change is compatible with and conforms with uses of nearby property and the character of the neighborhood;
4. The property affected by the zoning change is suitable for uses permitted by the proposed amendment to the zoning map;
5. Infrastructure, including roadway adequacy, sewer, water and storm water facilities, is or is committed to be available that is generally suitable and adequate for the proposed use.

3. Staff's review and analysis

The applicant has included a register of contacts with the neighborhood, as well as a sign in sheet from a neighborhood meeting that took place on July 26, 2017. Their report to staff indicates initial skepticism of residents in the neighborhood, but improved understanding once it was made clear that the project was not multifamily and in fact would have the same zoning district designation as Green Meadows. Staff believes confusion is created by the name of the HR zoning district, High Density Residential, because it would conventionally convey high density housing like apartments when instead it is identifying the highest density single-family housing product. This is one of the issues being corrected in the draft UDC.

For the public hearing, 41 properties were notified within 200' of the subject property. Staff has not received any responses for or against, but did receive one contact regarding availability of interpretive services (ASL).

The following constitutes a preliminary evaluation of the proposed zoning change using the UDC's criteria:

1. The zoning change is consistent with the Comprehensive Plan;
Pertinent excerpts from the Buda 2030 Comprehensive Plan as well as the Future Land Development Plan contained within it are attached. This property is within the Emerging Growth District and on the fringe of a Community Mixed Use Node according to the Future Land Use Character Districts. HR zoning is considered appropriate in this area. C2/R2 zoning is considered conditionally appropriate. In this case, the area being designated C2/R2 is along Hillside Terrace, which is an arterial thoroughfare. Hillside Terrace is planned for improvements as part of Hays County's recently approved road bonds.

Based on information from the comprehensive plan and surrounding uses, approval of this zoning change would NOT constitute spot zoning, as it could be considered consistent with the Comprehensive Plan. Spot zoning is the application of zoning to a specific parcel or parcels of land within a larger zoned area when the rezoning is usually at odds with a city's master plan and current zoning restrictions, and appears wholly out-of-place in comparison to surrounding zoning.

2. The zoning change promotes the health, safety, or general welfare of the City and the safe, orderly, and healthful development of the City;
Staff has not identified critical issues with the potential uses in the HR and C2/R2 district that would negatively affect the health, safety or general welfare of the City and the safe, orderly and healthful

development of the City.

3. The zoning change is compatible with and conforms with uses of nearby property and the character of the neighborhood;

The surrounding properties are expected to develop at some point in the future, likely in a primarily residential manner with neighborhood-supporting commercial. The adjacent neighborhood carries identical HR zoning to the proposed residential portions of the subject property.

4. The property affected by the zoning change is suitable for uses permitted by the proposed amendment to the zoning map;

The subject property does have some significant topography, particularly along the northern portions of the site. Two ponds are present on the property, as well as a small wetlands corridor. The property drains toward the north and northeast. There are very few trees on the site, with none appearing to reach heritage size based on a staff visit to the property.

For any development on this property, the applicant will be required to comply with applicable development standards such as maximum impervious cover, water detention/quality, and site/building design, pursuant to the Unified Development Code.

The applicant intends to pursue three residential types:

- Traditional Single-Family Detached with Fee-Simple Ownership

- Single-Family Detached with Condominium Ownership

- * The only reason for this is to address the need for private sewer pumping to overcome some topographic challenges; it will look, feel & function like any other single-family detached neighborhood

- Single-Family Attached Townhomes with Fee-Simple Ownership

The C2/R2 area at the front will potentially involve an amenity center integrated with some neighborhood-serving commercial lease space.

The applicant, as well as staff, have determined this project to be consistent with these property characteristics, using the combination of HR with a small C2/R2 area is feasible given constraints.

5. Infrastructure, including roadway adequacy, sewer, water and storm water facilities, is or is committed to be available that is generally suitable and adequate for the proposed use.

This zoning change does not negatively affect infrastructure capacity or adequacy. The property, through annexation, falls within the City of Buda wastewater service area, though it is technically not within any defined CCN boundary. The City of Buda has anticipated development of this property as part of its water and wastewater models. The applicant, as with any developer, is responsible for construction of their infrastructure improvements as well as any off-site improvements caused by the project. A Traffic Impact Analysis is being performed in association with the project's preliminary plan, which will come to the Commission for approval. Hillside Terrace is planned for improvements as part of Hays County's recently approved road bonds.

4. Financial Impact

This project will result in payment of development fees, impact fees and, depending on parks preliminary plan, payment of parkland fees.

5. Summary/Conclusion

The requested zoning change appears to satisfy all criteria and maintains consistency with the Buda 2030 Comprehensive Plan. The applicant, in this case, went beyond requirements in meeting with the neighborhood prior to the zoning request, and modified the project based upon their feedback.

6. Pros and Cons

Staff has evaluated pros and cons. Since this is a decision with multiple outcomes, the pros and cons have been consolidated with the discussion of alternatives below.

7. Alternatives

Approval of a zoning change is entirely discretionary based on application of the criteria. Three clear alternatives are available to address this rezoning. Staff has identified these alternatives and the primary implications of pursuing each. The list of implications is not exhaustive, as the Commission may identify others. Though the number of pros & cons varies by outcome, they are not necessarily equally weighted. For example, an outcome could have two “pros” and one “con”, but that “con” could carry more weight.

Approve the rezoning – This alternative results in the rezoning being approved. This action appears to result in development more consistent with the Buda 2030 Comprehensive Plan than the current. This action acknowledges that the criteria for rezoning have been satisfied. This action affirms the recommendation of the Planning & Zoning Commission.

Table the Rezoning – This alternative results in the rezoning being postponed for action pending receipt of additional information. For this alternative, it is important to provide direction to the staff and applicant regarding the information needed. If the City Council requires additional information, this action provides the opportunity for such information to be secured. This action can cause unnecessary delays, which may affect real estate transactions if any are pending.

Deny the Rezoning – This alternative results in the rezoning not occurring. This action is less consistent with the Buda 2030 Comprehensive Plan. It is not clear which rezoning criteria were not satisfied; the City Council will need to identify this. This action conflicts with the recommendation of the Planning & Zoning Commission.

8. Recommendation

The Planning & Zoning Commission recommended approval in a 4-1 vote at their September 26, 2017 meeting. Staff concurs with their recommendation and recommends the City Council consider approval.

ORDINANCE NO. ____ - ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUDA, TEXAS AMENDING THE OFFICIAL ZONING MAP OF THE CITY PERTAINING TO APPROXIMATELY 0.89+/- ACRES OF LAND BEING PART OF GEORGE HERDER SURVEY RESULTING IN THE ZONING CHANGING FROM AG AGRICULTURAL TO C2/R2 ARTERIAL COMMERCIAL/OFFICE-ARTERIAL RETAIL AND 28.48+/- ACRES OF LAND BEING PART OF THE GEORGE HERDER SURVEY RESULTING IN THE ZONING CHANGING FROM AG AGRICULTURAL TO HR HIGH DENSITY RESIDENTIAL; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING AN EFFECTIVE DATE AND PROVIDING A PENALTY CLAUSE.

WHEREAS, on September 26, 2017, the Planning and Zoning Commission of the City of Buda held a public hearing regarding a request to change zoning for the 0.89+/- acres of land out of the George Herder Survey, Hays County, Texas, further depicted in Exhibit 'A', attached, and 28.48+/- acres of land out of the George Herder Survey, Hays County, Texas, further depicted in Exhibit 'B', attached, and recommended that the request be approved by the City Council of the City of Buda; and

WHEREAS, the City Council held a public hearing on October 2, 2017 regarding the request; and

WHEREAS, all requirements of the City of Buda Unified Development Code pertaining to zoning map amendments have been met; and,

WHEREAS, the City Council has determined that adoption of this ordinance is in the interest of the general health, safety, welfare and morals of the community; and

WHEREAS, the City has determined that this ordinance was passed and approved at a meeting of the City Council of the City of Buda held in strict compliance with the Texas Open Meetings Act at which a quorum of the City Council Members were present and voting;

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

Section 1. The base zoning of the aforementioned property, approximately 0.89+/- acres of land, being part of the George Herder Survey, further depicted in Exhibit 'A' attached, is hereby changed from AG Agricultural to C2/R2 Arterial Commercial/Office-Arterial Retail.

Section 2. The base zoning of the aforementioned property, approximately 28.48+/- acres of land, being part of the George Herder Survey, further depicted in Exhibit 'B' attached, is hereby changed from AG Agricultural to HR High Density Residential.

Section 3. The Zoning Map of the City of Buda, Texas is hereby amended to establish the zoning classification as set forth above.

Section 4. All ordinances, parts of ordinances, or resolutions in conflict herewith are expressly repealed.

Section 5. If any clause or provision of this Ordinance shall be deemed to be unenforceable for any reason, such unenforceable clause or provision shall be severed from the remaining portion of the Ordinance, which shall continue to have full force and effect.

Section 6. Effective Date. Pursuant to Section 3.11(D) of the City Charter, this ordinance is effective upon adoption, except that every ordinance imposing any penalty, fine or forfeiture shall become effective only after having been published once in its entirety, or a caption that summarizes the purpose of the ordinance and the penalty for violating the ordinance in a newspaper designated as the official newspaper of the City. An ordinance required by the Charter to be published shall take effect when the publication requirement is satisfied.

PASSED, APPROVED AND ADOPTED on by an affirmative vote of the City Council of the City of Buda, this ___ day of _____, 2017.

APPROVED:

Todd Ruge, Mayor

ATTEST:

Alicia Ramirez, City Secretary

FLUGEL LAND SURVEYING

PROFESSIONAL LAND SURVEYORS

Firm No. 10193837

EXHIBIT "A"

LEGAL DESCRIPTION FOR A 0.893 ACRE TRACT

LEGAL DESCRIPTION OF A 0.893 ACRE TRACT OR PARCEL OF LAND, BEING A PORTION OF 29.383 ACRES (CALLED 29.391 ACRES) OUT OF THE GEORGE HERDER SURVEY, ABSTRACT NO. 239, HAVING BEEN CONVEYED TO SUNLION REAL ESTATE, LLC, IN DOCUMENT #16003036, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 0.893 ACRE TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found on the north right-of-way (R.O.W) line of Hillside Terrace (R.O.W. varies) being the southwest corner of a called 1.553 acre tract conveyed to Brenda Taylor (formerly Brenda A. Bailey) in Volume 4868, Page 782, Official Public Records, Hays County, Texas, the southeast corner of said 29.383 acre tract, and the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, S 87°38'16" W along the north R.O.W. line of said Hillside Terrace a distance of **315.33'** to a capped ½" iron rod found stamped "Byrn Survey" being the southeast corner of a called 0.52 acre tract conveyed to Goforth Special Utility District in Volume 3348, Page 190, Deed Records, Hays County, Texas, also recorded in Document #800006567, Official Public Records, Hays County, Texas, a southwest corner of said 29.383 acre tract, and the southwest corner of the herein described tract;

THENCE, N 1°16'14" W along the east line of said called 0.52 acre tract a distance of **123.98'** to a capped ½" iron rod found stamped "Byrn Survey" being the northeast corner of said called 0.52 acre tract, an interior corner of said 29.383 acre tract, and the northwest corner of the herein described tract;

THENCE, through and across said 29.383 acre tract **N 87°38'16" E** a distance of **312.15'** to a calculated point on the west line of said called 1.553 acre tract and the east line of said 29.383 acre tract for the northeast corner of the herein described tract;

THENCE, S 2°44'35" E along the west line of said called 1.553 acre tract and the east line of said 29.383 acre tract a distance of **123.97'** to the **POINT OF BEGINNING** and containing **0.893 acres** of land, more or less.

BASIS OF BEARINGS:

Bearings are based on NAD '83 State Plane Coordinates.
(Texas Central 4203)



I do hereby certify that this description is true and correct to the best of my knowledge and belief, and was prepared from an actual on the ground survey under my supervision, and that the markers described herein actually exist, as described, at the time of my survey.

As Prepared by
Flugel Land Surveying
Firm Registration No. 10193837

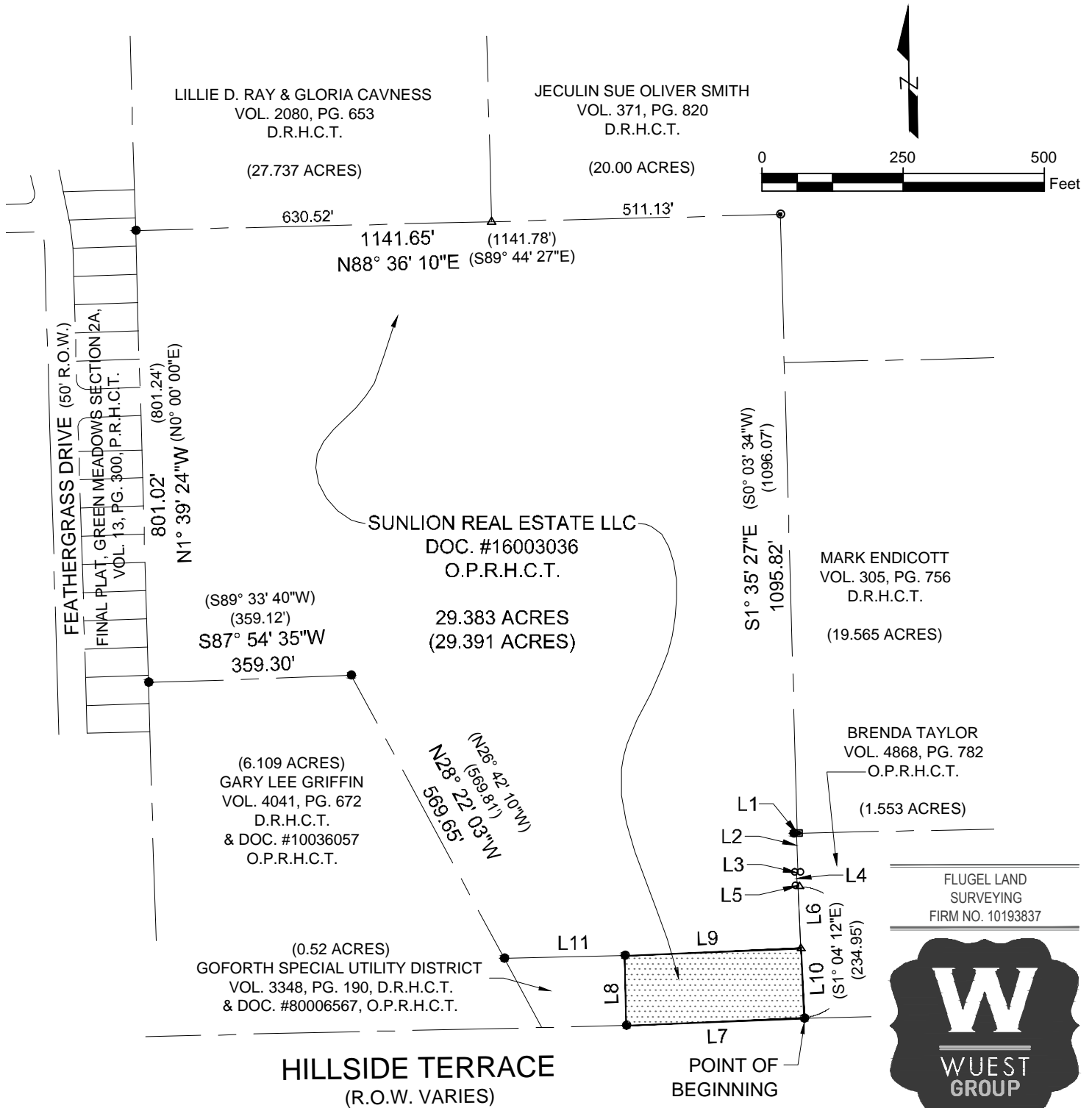


Paul J. Flugel
RPLS No. 5096

Date of Survey: 10/25/2016
Date of Field Notes: 9/5/2017

SURVEY OF

0.893 ACRES, BEING A PORTION OF 29.383 ACRES (CALLED 29.391 ACRES) OUT OF THE GEORGE HERDER SURVEY, ABSTRACT NO. 239, HAVING BEEN CONVEYED TO SUNLION REAL ESTATE, LLC, IN DOCUMENT #16003036, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS



FLUGEL LAND SURVEYING
FIRM NO. 10193837



ENGINEERING & DESIGN

FIRM # F-15324
2007 S 1ST STREET, SUITE 103
AUSTIN, TEXAS 78704
(512)394-1900

SHEET
3 OF 4

SURVEY OF

**0.893 ACRES, BEING A PORTION OF 29.383 ACRES (CALLED 29.391 ACRES) OUT OF THE GEORGE
HERDER SURVEY, ABSTRACT NO. 239, HAVING BEEN CONVEYED TO SUNLION REAL ESTATE, LLC, IN
DOCUMENT #16003036, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS**

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88° 12' 14"W (N83° 02' 46"W)	1.98' (2.01')
L2	S2° 44' 35"E (S1° 04' 12"E)	69.86' (69.92')
L3	S87° 15' 25"W (S88° 55' 48"W)	2.69' (2.69')
L4	S2° 44' 35"E (S1° 04' 12"E)	23.22' (23.24')
L5	N87° 15' 25"E (N88° 55' 48"E)	1.15' (1.15')
L6	S2° 44' 35"E	110.84'
L7	S87° 38' 16"W (S89° 17' 36"W)	315.33' (315.53')
L8	N1° 16' 35"W (N0° 22' 35"E)	123.98' (123.98')
L9	N87° 38' 16"E	312.15'
L10	S2° 44' 35"E	123.96'
L11	S88° 43' 25"W (N89° 36' 26"W)	213.28' (213.37')

LEGEND	
●	1/2" IRON ROD FOUND
■	4"x4" CONCRETE MONUMENT
⊙	2.5" IRON BOLT FOUND
○	1/2" IRON ROD SET STAMPED "P FLUGEL 5096"
△	CALCULATED POINT
R.O.W.	RIGHT-OF-WAY
()	RECORD INFORMATION
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS, HAYS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

HORIZONTAL DATUM:

TEXAS STATE PLANE COORDINATES
NAD '83 (SOUTH CENTRAL ZONE 4204)

AS SURVEYED BY:



PAUL J. FLUGEL
RPLS NO. 5096
FIRM NO. 10193837

DATE OF FIELD SURVEY:
10-25-2016
DATE OF PLAT:
9-5-2017

FLUGEL LAND
SURVEYING
FIRM NO. 10193837



ENGINEERING & DESIGN

FIRM # F-15324
2007 S 1ST STREET, SUITE 103
AUSTIN, TEXAS 78704
(512)394-1900

SHEET
4 OF 4

283

FLUGEL LAND SURVEYING

PROFESSIONAL LAND SURVEYORS

Firm No. 10193837

EXHIBIT "B"

LEGAL DESCRIPTION FOR A 28.482 ACRE TRACT

LEGAL DESCRIPTION OF A 28.482 ACRE TRACT OR PARCEL OF LAND, BEING A PORTION OF 29.383 ACRES (CALLED 29.391 ACRES) OUT OF THE GEORGE HERDER SURVEY, ABSTRACT NO. 239, HAVING BEEN CONVEYED TO SUNLION REAL ESTATE, LLC, IN DOCUMENT #16003036, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS; SAID 28.482 ACRE TRACT OR PARCEL BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a ½" iron rod found for the **POINT OF REFERENCE** on the north right-of-way (R.O.W) line of Hillside Terrace (R.O.W. varies) being the southwest corner of a called 1.553 acre tract conveyed to Brenda Taylor (formerly Brenda A. Bailey) in Volume 4868, Page 782, Official Public Records, Hays County, Texas, and the southeast corner of said 29.383 acre tract; **THENCE**, N 2°44'35" W a distance of 123.97' to a calculated point on the east line of said 29.383 acre tract and the west line of said called 1.553 acre tract being the southeast corner and **POINT OF BEGINNING** of the herein described tract;

THENCE, through and across said 29.383 acre tract **S 87°38'16" W** a distance of **312.15'** to a capped ½" iron rod found stamped "Byrn Survey" being the northeast corner of a called 0.52 acre tract conveyed to Goforth Special Utility District in Volume 3348, Page 190, Deed Records, Hays County, Texas, also recorded in Document #800006567, Official Public Records, Hays County, Texas, an interior corner of said 29.383 acre tract, and an angle point on the south line of the herein described tract;

THENCE, **S 88°43'25" W** along the north line of said called 0.52 acre tract a distance of **213.28'** to a capped ½" iron rod found stamped "Byrn Survey" on the east line of a called 6.109 acre tract conveyed to Gary Lee Griffin in Volume 4041, Page 672, Deed Records, Hays County, Texas, also recorded in Document #10036057, Official Public Records, Hays County, Texas, being the northwest corner of said called 0.52 acre tract, a southwest corner of said 29.383 acre tract, and a southwest corner of the herein described tract;

THENCE, **N 28°22'03" W** along the east line of said called 6.109 acre tract a distance of **569.65'** to a ½" iron rod found being the northeast corner of said called 6.109 acre tract, an interior corner of said 29.383 acre tract, and an interior corner of the herein described tract;

THENCE, **S 87°54'35" W** along the north line of said called 6.109 acre tract a distance of **359.30'** to a ½" iron rod found on the east line of Lot 10, Final Plat, Green Meadows Section 2A, recorded in Volume 13, Page 300, Plat Records, Hays County, Texas, being a southwest corner of said 29.383 acre tract, and a southwest corner of the herein described tract;

THENCE, **N 1°39'24" W** along the east line of said Final Plat, Green Meadows Section 2A, a distance of **801.02'** to a capped ½" iron rod found stamped "RDS" on the east line of Lot 12, of said Final Plat, Green Meadows Section 2A, being the southwest corner of a called 27.737 acre tract conveyed to Lillie D. Ray & Gloria Cavness in Volume 2080, Page 653, Deed Records, Hays County, Texas, the northwest corner of said 29.383 acre tract, and the northwest corner of the herein described tract;

THENCE, **N 88°36'10" E** along the south line of said called 27.737 acre tract a distance of 630.52' to a calculated point, from which a found ½" iron rod bears 2.40' north, for the southeast corner of said called 27.737 acre tract and the southwest corner of a called 20.00 acre tract conveyed to Jaculin Sue Oliver Smith in Volume 371, Page 820, Deed Records, Hays County, Texas, and continuing 511.13' for a



total distance of **1141.65'** to the top of a 2 ½" iron rod found, protruding 2' up from the ground, being and interior corner of said called 20.00 acre tract, the northeast corner of said 29.383 acre tract, and the northeast corner of the herein described tract;

THENCE, S 1°35'27" E along the west line of said called 20.00 acre tract and a called 19.565 acre tract conveyed to Mark Endicott in Volume 305, Page 756, Deed Records, Hays County, Texas, a distance of **1095.82'** to a 4"x4" concrete monument found on the north line of said called 1.553 acre tract being the southwest corner of said called 19.565 acre tract and a jog in the east line of said 29.383 acre tract and the herein described tract;

THENCE, N 88°12'14" W along the north line of said called 1.553 acre tract a distance of **1.98'** to a ½" iron rod found being the northwest corner of said called 1.553 acre tract and a point on the east line of said 29.383 acre tract and the herein described tract;

THENCE, S 2°44'35" E a distance of **69.86'** to a ½" iron rod set with a cap stamped "P Flugel 5096" at a jog in the west line of said called 1.553 acre tract and the east line of said 29.383 acre tract and the herein described tract;

THENCE, S 87°15'25" W a distance of **2.69'** to a ½" iron rod set with a cap stamped "P Flugel 5096" on the west line of said called 1.553 acre tract and the east line of said 29.383 acre tract and the herein described tract;

THENCE, S 2°44'35" E a distance of **23.22'** to a ½" iron rod set with a cap stamped "P Flugel 5096" at a jog in the west line of said called 1.553 acre tract and the east line of said 29.383 acre tract and the herein described tract;

THENCE, N 87°15'25" E a distance of **1.15'** to a calculated point on the west line of said called 1.553 acre tract and the east line of said 29.383 acre tract and the herein described tract;

THENCE, S 2°44'35" E along the west line of said called 1.553 acre tract and the east line of said 29.383 acre tract a distance of **110.79'** to the **POINT OF BEGINNING** and containing **28.482 acres** of land, more or less.

BASIS OF BEARINGS:

Bearings are based on NAD '83 State Plane Coordinates.
(Texas Central 4203)

I do hereby certify that this description is true and correct to the best of my knowledge and belief, and was prepared from an actual on the ground survey under my supervision, and that the markers described herein actually exist, as described, at the time of my survey.

As Prepared by
Flugel Land Surveying
Firm Registration No. 10193837

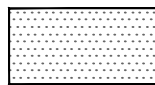
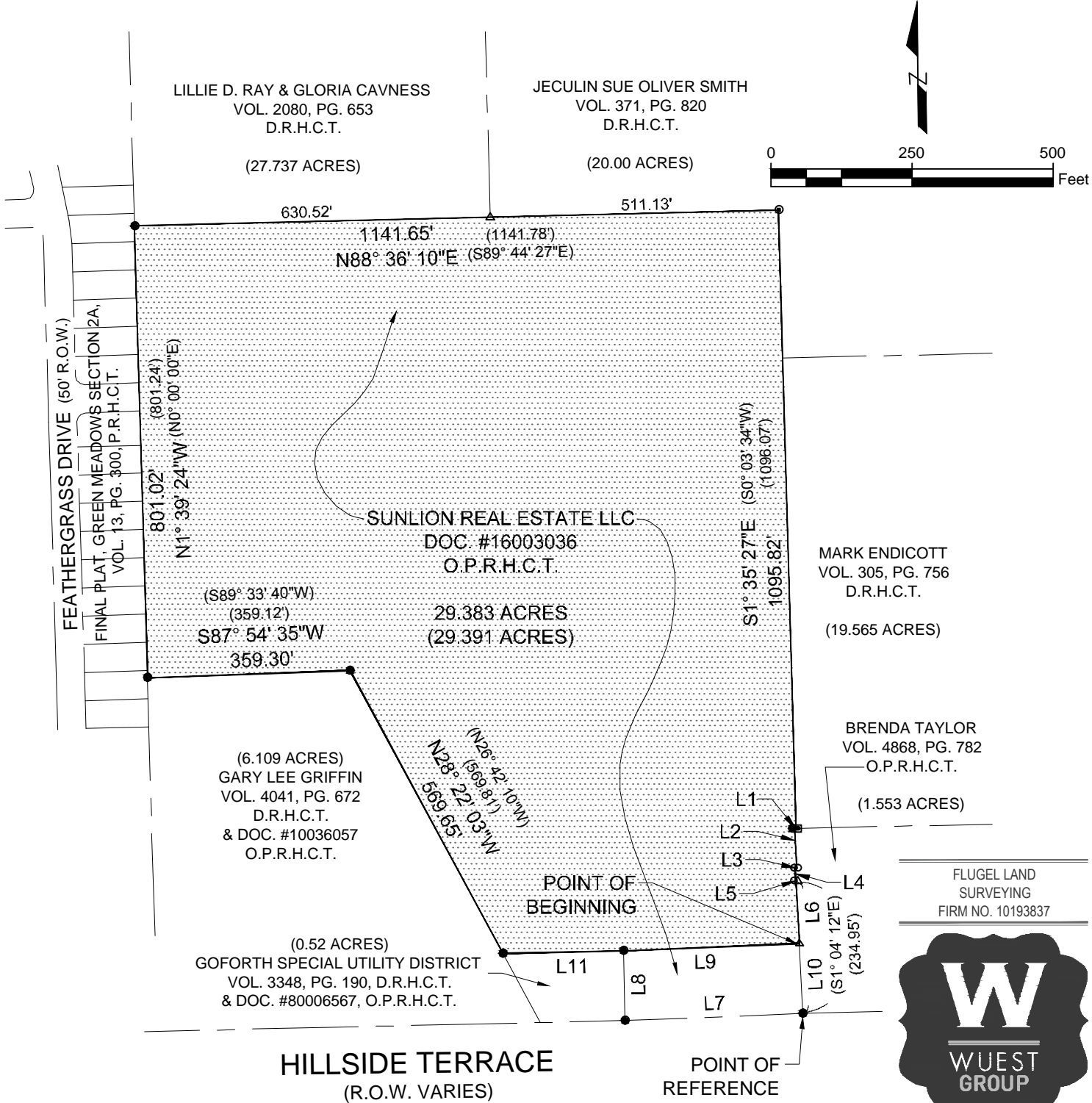


Paul J. Flugel
RPLS No. 5096

Date of Survey: 10/25/2016
Date of Field Notes: 9/5/2017

SURVEY OF

28.482 ACRES, BEING A PORTION OF 29.383 ACRES (CALLED 29.391 ACRES) OUT OF THE GEORGE HERDER SURVEY, ABSTRACT NO. 239, HAVING BEEN CONVEYED TO SUNLION REAL ESTATE, LLC, IN DOCUMENT #16003036, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS



PROPOSED HR ZONING TRACT (28.482 ACRES)

FLUGEL LAND SURVEYING
FIRM NO. 10193837



ENGINEERING & DESIGN

FIRM # F-15324
2007 S 1ST STREET, SUITE 103
AUSTIN, TEXAS 78704
(512)394-1900

SHEET
4 OF 5

SURVEY OF

**28.482 ACRES, BEING A PORTION OF 29.383 ACRES (CALLED 29.391 ACRES) OUT OF THE GEORGE
HERDER SURVEY, ABSTRACT NO. 239, HAVING BEEN CONVEYED TO SUNLION REAL ESTATE, LLC, IN
DOCUMENT #16003036, OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS**

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	N88° 12' 14"W (N83° 02' 46"W)	1.98' (2.01')
L2	S2° 44' 35"E (S1° 04' 12"E)	69.86' (69.92')
L3	S87° 15' 25"W (S88° 55' 48"W)	2.69' (2.69')
L4	S2° 44' 35"E (S1° 04' 12"E)	23.22' (23.24')
L5	N87° 15' 25"E (N88° 55' 48"E)	1.15' (1.15')
L6	S2° 44' 35"E	110.84'
L7	S87° 38' 16"W (S89° 17' 36"W)	315.33' (315.53')
L8	N1° 16' 35"W (N0° 22' 35"E)	123.98' (123.98')
L9	S87° 38' 16"W	312.15'
L10	S2° 44' 35"E	123.96'
L11	S88° 43' 25"W (N89° 36' 26"W)	213.28' (213.37')

LEGEND	
●	1/2" IRON ROD FOUND
■	4"x4" CONCRETE MONUMENT
⊙	2.5" IRON BOLT FOUND
○	1/2" IRON ROD SET STAMPED "P FLUGEL 5096"
△	CALCULATED POINT
R.O.W.	RIGHT-OF-WAY
()	RECORD INFORMATION
P.R.H.C.T.	PLAT RECORDS, HAYS COUNTY, TEXAS
D.R.H.C.T.	DEED RECORDS, HAYS COUNTY, TEXAS
O.P.R.T.C.T.	OFFICIAL PUBLIC RECORDS, HAYS COUNTY, TEXAS

HORIZONTAL DATUM:

TEXAS STATE PLANE COORDINATES
NAD '83 (SOUTH CENTRAL ZONE 4204)

AS SURVEYED BY:



FLUGEL LAND
SURVEYING
FIRM NO. 10193837



ENGINEERING & DESIGN

FIRM # F-15324
2007 S 1ST STREET, SUITE 103
AUSTIN, TEXAS 78704
(512)394-1900

PAUL J. FLUGEL
RPLS NO. 5096
FIRM NO. 10193837

DATE OF FIELD SURVEY:
10-25-2016
DATE OF PLAT:
9-5-2017

SHEET
5 OF 5

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September 1, 2017

Mr. Chance Sparks, Director
Planning and Engineering Department
100 Houston Street, Suite A
Buda, Texas 78610

Via Electronic Transmission

Re: Application for Rezoning; 29.38 acres located at 1400 Hillside Terrace (the “Property”)

Dear Mr. Sparks:

As representatives of the owner of the above stated Property we respectfully submit the attached Application for Rezoning. The Property is located at 1400 Hillside Terrace (see Location Map attached) and was recently annexed and on August 15, 2017. The Application for Rezoning requests to rezone: (i) a portion of the Property to High Density Residential (HR), to allow for 52 single family detached (fee simple) lots, 26 single family detached (condo regime) units, and 49 single family attached units, and (ii) a portion of the Property to Arterial Retail (R2) for an approximately 10,000 square foot office/retail development (as shown on the attached Zoning Map) (“Project”). The Property is currently undeveloped today.

In the Comprehensive Plan, the Property is in the Emerging Growth District and on the edge of a Community Node. High Density Residential is shown as an appropriate zoning district in an Emerging Growth District. Although Arterial Retail is shown as a conditional zoning district in the Emerging Growth District, there is existing Arterial Retail zoning nearby and previous discussions with you have confirmed that this location is suitable for Arterial Retail zoning. Therefore, the requested zoning change is compatible with the Comprehensive Plan.

The existing neighborhood to the west (Green Meadows) is zoned High Density Residential (HR), the same zoning category that is requested for the Property. Furthermore, as the distance from Green Meadows increases, so does the density of the proposed development on the Property. A portion of Green Meadows along Hillside Terrace is also zoned Arterial Retail, the same zoning category being requested for the Property along Hillside Terrace. Therefore, the zoning change for the Property is compatible with and conforms to the uses and zoning of the nearby property.

The Property was annexed to utilize the City’s water and sewer infrastructure. The engineer for the Project, Ric Thompson, has been in discussions with City staff regarding other infrastructure requirements for the Project and we are unaware of any infrastructure issues at this time. A Traffic Impact Analysis is being prepared for the Project in association with the pending preliminary plan in review and will assess impacts on nearby roadways and intersections.

We are unaware of any variances that will be needed, with the requested zoning change.

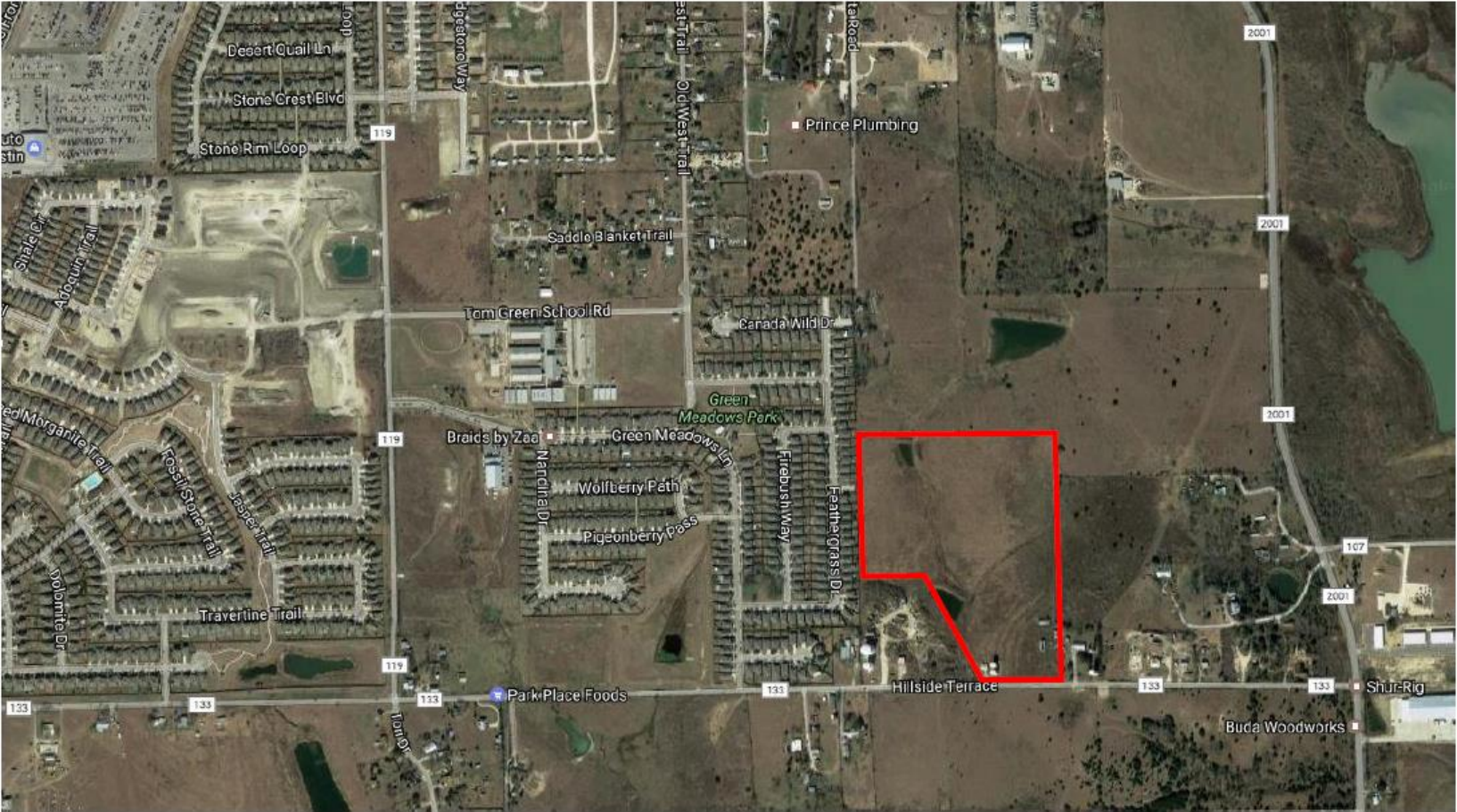
If you have any questions about this Application for Rezoning or need additional information, please do not hesitate to contact me at your convenience. Thank you for your time and attention to this project.

Very truly yours,

Michele Rogerson Lynch

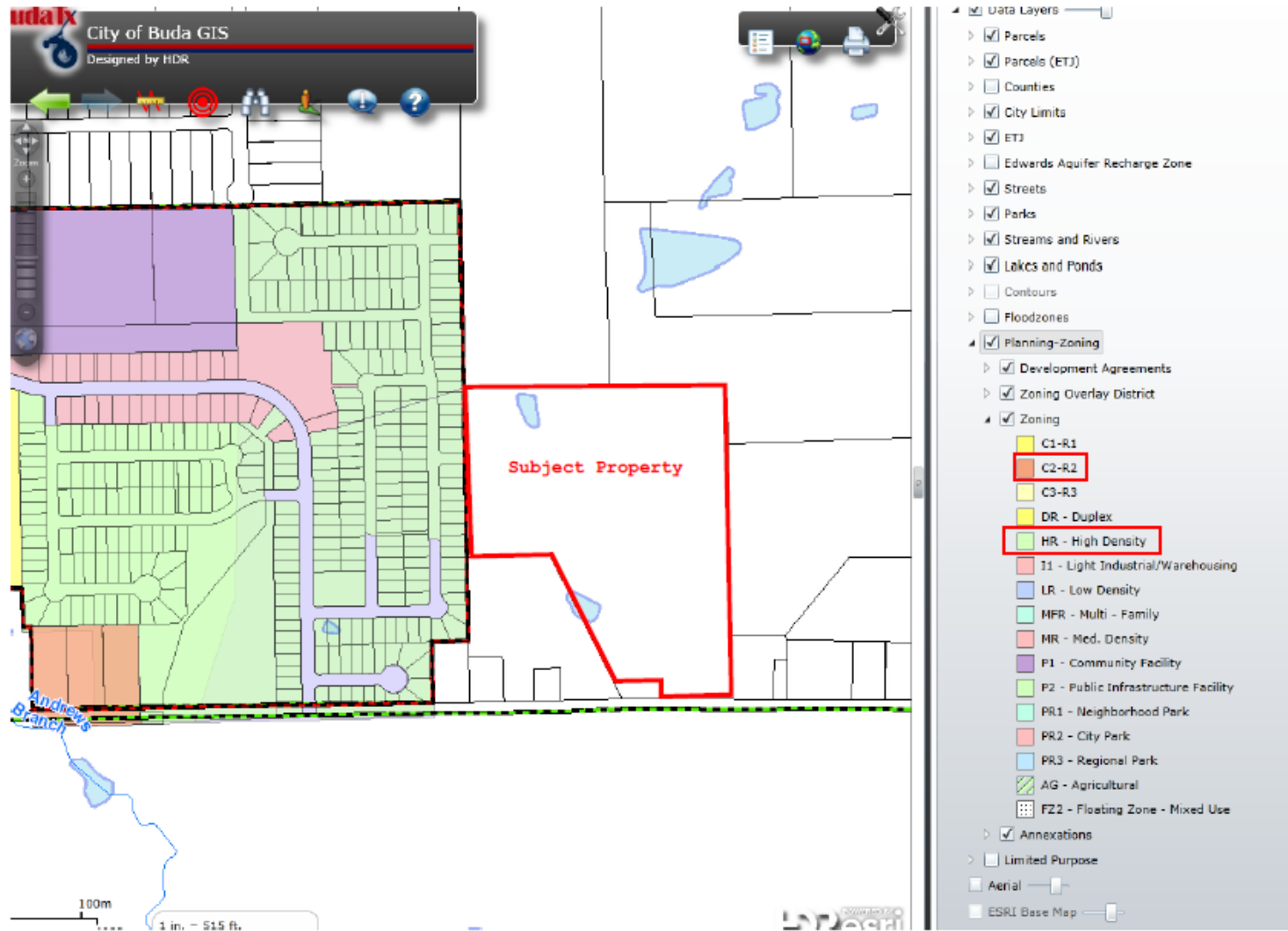
cc: Mark Yu Sun, (Owner, markyusun@gmail.com)
Fiona Feng (SunLion Real Estate (suncapital.fiona@gmail.com)
Yi-Chieh Lo (SunLion Real Estate, suncapital.ej@gmail.com)
Ric Thompson (Thompson Land Engineering, ric@tleng.net)
Joe Ternus-Dolores (Traffic Engineer, dajst@earthlink.net)
Will Herring (Metcalf, Wolff, Stuart & Williams, LLP, wherring@mwswtexas.com)

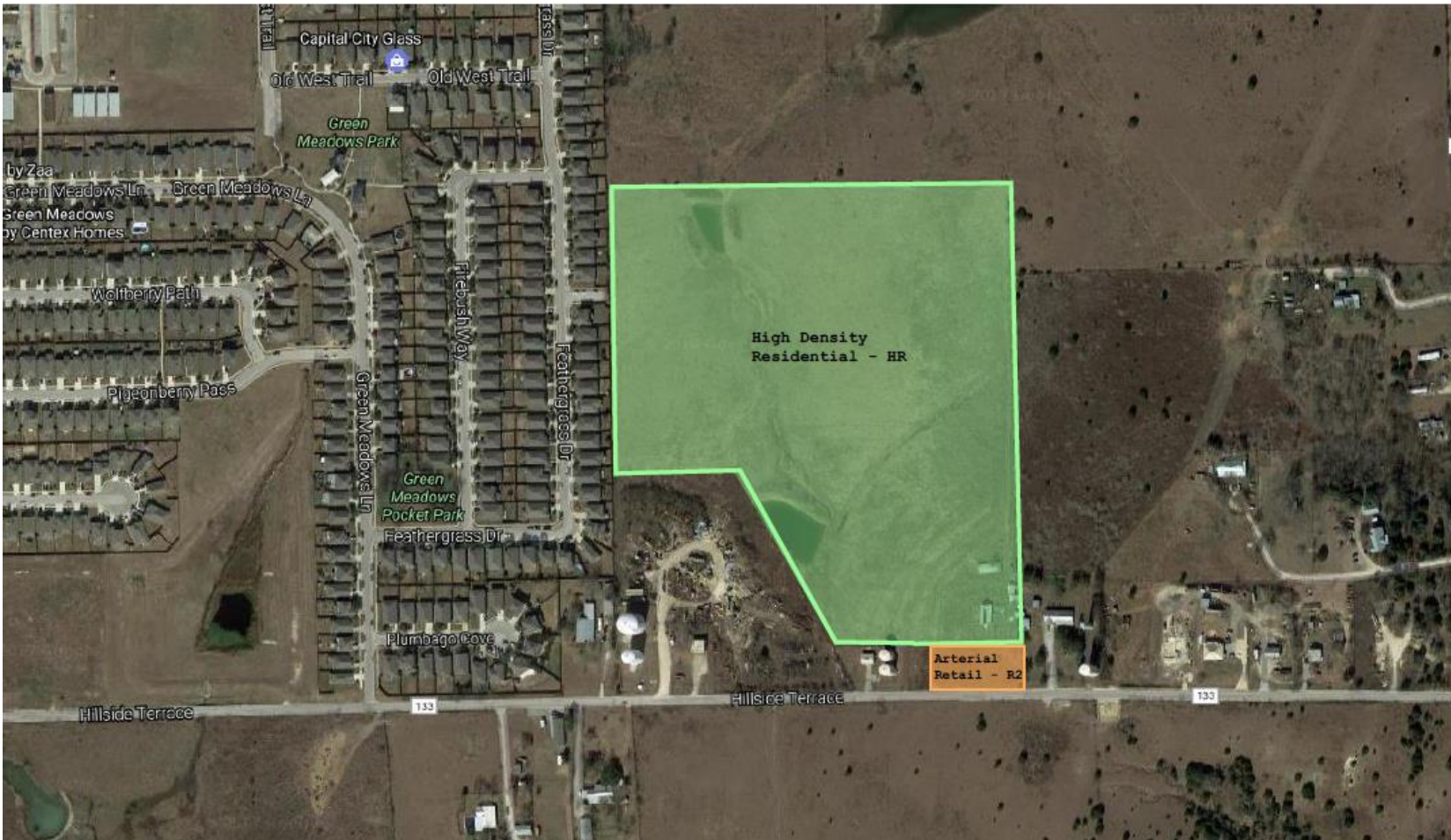
Location Map

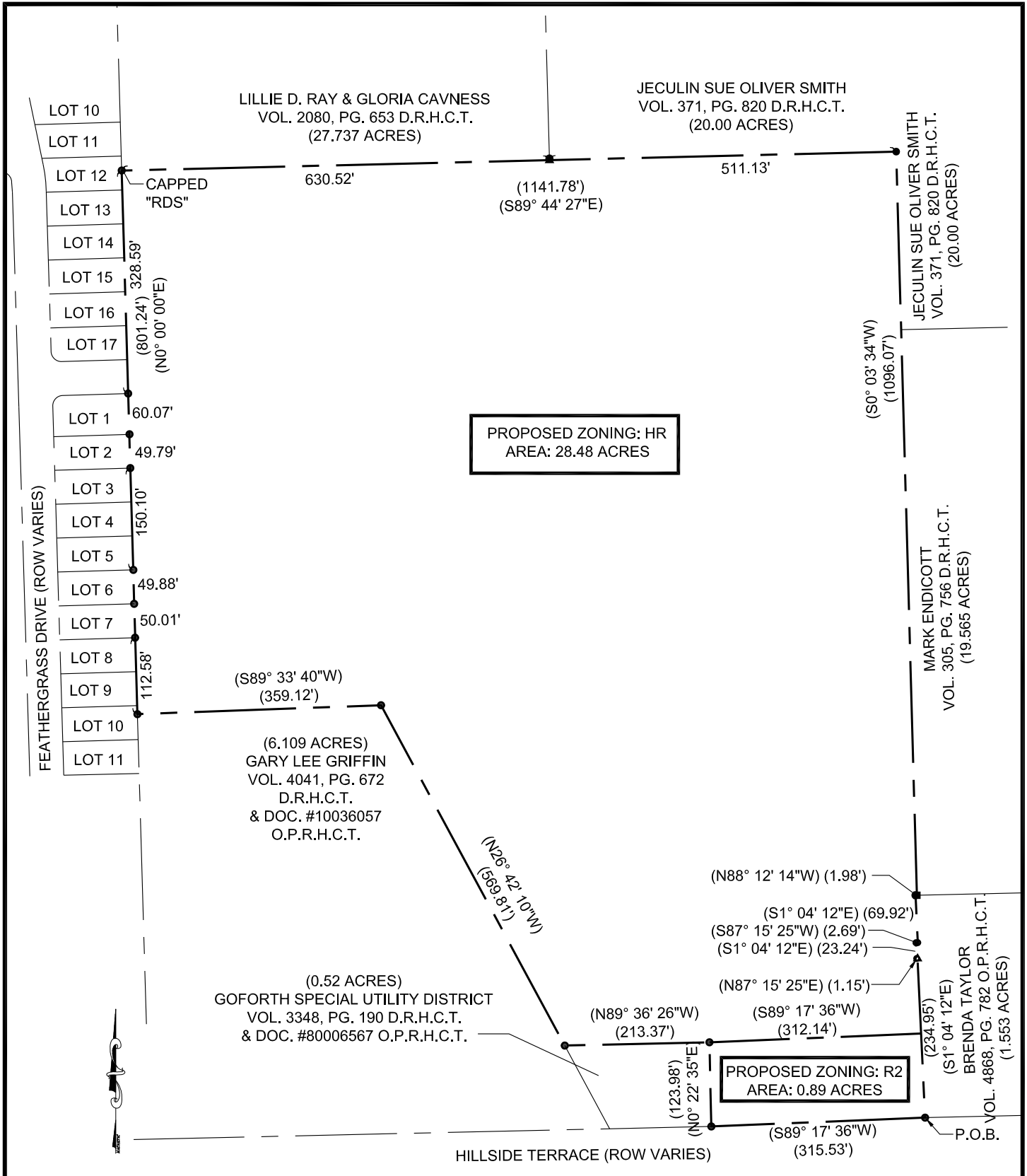




Zoning Map





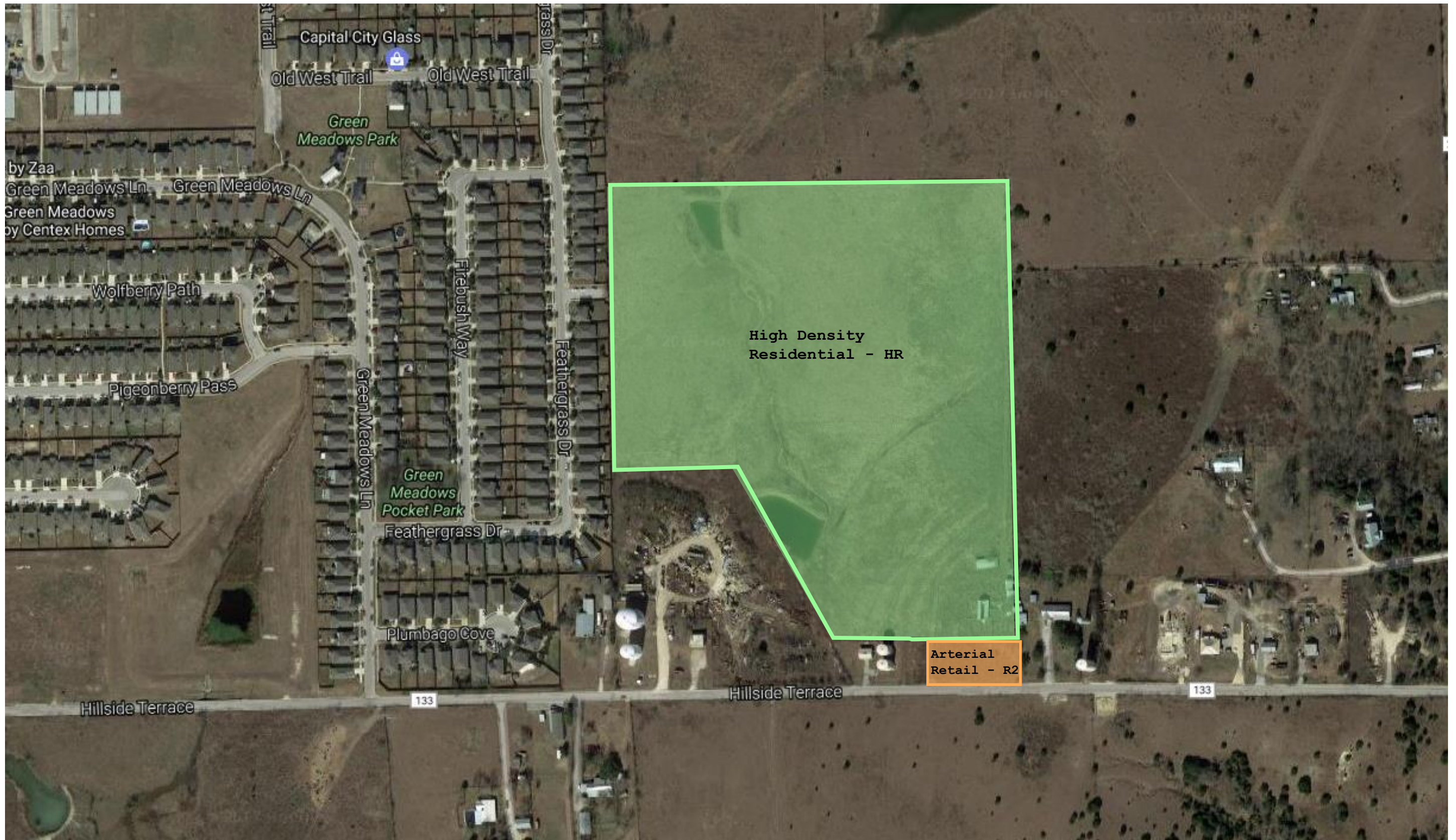


**PROPOSED ZONING
BOUNDARY EXHIBIT**

SUNHOMES AT HILLSIDE LAKES SUBDIVISION	
DATE: 08/06/17	REV.:
JOB NO.: 1457	



THOMPSON LAND ENGINEERING, LLC
 Land Planning, Site Design, Subdivision Engineering
 P.O. Box 160062, Austin, Texas 78716 (512-328-0002)



Texas SunHomes at Hillside Creek

Neighborhood Contact

5/8/17 – email correspondence with Shannon Viscardi

5/12/17 – email correspondence with Stacey Magnesio

5/19/17 – email exchange with Tammy Hernandez

5/26/17 – teleconference with Matt Debow

7/26/17 – meeting with Green Meadows neighbors

7/28/17 – email correspondence with Shannon Viscardi

SIGN-IN SHEET

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Project: Texas Subways at Hillside Creek

Meeting Date: 7-26-17
Place/Room: Bule Public Library

Name	Address	Phone	E-Mail
Brenda McAdams	389 Old West Trail	512-744-3939	Austinbren@aol.com
Kimberly Britt	370 Feathergrass	512-569-1629	KBBRITT@yahoo.com
Jim & Sylvia Hopson	151 Plumbago	512-659-6190	Jhopson1@austin,tx.com
Bernardo & Cynthia Sainz	2499 Green Meadows Way	(512) 312-9994	bs27983@yahoo.com
Maurissa DeLisle & Daniel Camilli	350 Feathergrass	(512) 970-2470	maurissadelisle@gmail.com
Pam Lombardo	2498 Green Meadows	512-312-9149	Lombardopa@yahoo.com
Jessica & Michael Sanchez	188 Vandana Drive	301-815-4879	jesscam@gmail.com
Amy Seiford	2299 Green Meadows	512-536-0972	aseiford@yahoo.com



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-677-

Contact: John Nett

Subject: Deliberation and possible action to authorize the City Manager to execute an agreement with Water & Earth Technologies, Inc., to procure and install low-water crossing warning system installations within the City of Buda in support of Texas Water Development Board Contract No. 1600012037 (Flood Early Warning System); Disaster Contingency Fund Flood Protection Grant Project, subject to review and approval-to-form of said agreement by the City Attorney (City Engineer John Nett)

1. Executive Summary

The Texas Water Development Board (TWDB) authorized a Disaster Contingency Fund flood protection grant project for the City of Buda. The project includes the construction of permanent flood early warning system (FEWS) installations at selected flood-prone locations on public roads inside the City. The project will enhance the Hays County FEWS network through the installation of 4-5 new automated signals at the following flood-prone locations in the City:

- Onion Creek Bridge on RM 967
- Cole Springs Road at RM 967
- Garlic Greek Culvert on RM 967
- Bluff Street at FM 2770
- Main Street at Bradfield Park.

The selected FEWS installations were identified as a result of the October 2013 and May 2015 floods. In accordance with the grant agreement the City executed with the TWDB, the grant project must be substantially completed by April 30, 2018.

The City is ready to proceed with securing a contractor to fully implement the FEWS. The proposed agreement with Water & Earth Technologies, Inc. (WET), as well as the bid solicitation used to evaluate and select WET, is attached to this memorandum. The enclosed contract is identical to the current agreement that WET has with Hays County under their TWDB Disaster Contingency Fund flood protection grant, with the exception that the terms and conditions have been revised to apply to an agreement between City (i.e., the City of Buda, a home rule municipality operating under a Mayor-City Manager form of government) and Contractor.

2. Background/History

The TWDB provides grants to active members of the National Flood Insurance Program (NFIP) to support mitigation of structural and nonstructural flooding problems. Key performance provisions for a project performed under the TWDB Flood Protection Planning Program are as follows:

- Grant applicants must provide acceptable evidence of local matching funds on or before the date specified for negotiation and execution of a contract;
- Grant applicants must coordinate existing and planned flood protection activities in a watershed in a manner that avoids duplication of efforts;
- Any subcontracts for professional services for the grant applicant must be awarded in accordance with the Texas Government Code Chapter 2254, Professional and Consulting Services;
- All subcontracts must be approved in writing by the TWDB before being contracted or assigned;
- Grant applicants must hold a minimum of three (3) public meetings between the project participants, consultants, local entities, the TWDB, and the affected public to solicit comments on the content of the planning project, and to receive comments on the draft final project report; and
- All project funding from the TWDB will be on a cash reimbursable basis with a 10% retainage to be withheld until conclusion of the project;

The City of Buda continues to accomplish these performance metrics in the progress of the grant. The attached proposed agreement with WET will support the countywide FEWS network currently under construction under a similar agreement with Hays County.

3. Staff's review and analysis

Because time is of the essence on this project, the subcontract is being advanced for City Council consideration of authorization of City Manager to execute an agreement pending review and approval to form by the City Attorney. The City Council would provide consent in-principal to the scope and value of the agreement, and allow negotiation of the terms and conditions with the TWDB to proceed, as necessary, before the City Manager's execution.

The TWDB and City staff are currently coordinating review of the proposed contract. City staff will ensure that Disaster Contingency Fund Flood Protection Grant project performance expectations are understood and achieved through the contract terms.

4. Financial Impact

Funding for the required 50% City match for the proposed FEWS was previously approved by the City Council, and funds are available in General Fund Account 100-4119-560.5627. The total grant funding awarded by the TWDB totals \$585,780 including the city's match of \$292,890. The portion of the project that will be awarded to WET totals \$373,783.40. The remaining grant funds will be used for negotiating easements for the placement of the equipment, Public Works Department's time and materials for grading and structural support construction, and grant administrative costs.

5. Summary/Conclusion

A properly designed and implemented FEWS can save lives and reduce property damage by increasing the time to prepare and respond to the threat posed by flash flooding events common to Central Texas. Reliable infrastructure for flood risk management allows local authorities to respond effectively and therefore work to prevent loss of life. The planned FEWS will monitor precipitation, stream levels, and water rise at low water crossings at the designated project locations 24 hours a day, 365 days a year. During a flood event, City staff and emergency management personnel will be able to work more closely for effective and timely community response. The FEWS will support the vital National Weather Service public service message to the members and visitors of our community – "Turn Around Don't Drown".

6. Pros and Cons

The TWDB grant project will yield the following benefits:

- The early flood detection system will help improve safety in flood prone areas of the City of Buda;
- The installed equipment will be compatible with and enhance the FEWS network within Hays County; and
- The project will provide flood monitoring data to further support future flood mitigation efforts.

7. Alternatives

The City's Public Works Department will install flasher foundations according to specifications provided by WET. The FEWS will be a turn-key system that will be fully operational after the installation and testing of the stations.

8. Recommendation

Staff recommends that City Council authorize the City Manager to execute a contract with Water & Earth Technologies, Inc., to construct low-water crossing warning system installations within the City of Buda, conditioned upon contract review and approval by the City Attorney, and further, that the City Manager be expressly authorized to approve any and all change orders to the contract or supplemental agreements within the limits set by state and local law.

**AGREEMENT RELATED TO INSTALLATION OF LOW-WATER CROSSING
WARNING SYSTEMS WITHIN THE CITY OF BUDA, HAYS COUNTY, TEXAS**

THIS AGREEMENT, made this ___ day of _____, 2017, by and between the City of Buda, a political subdivision of the State of Texas (hereinafter called OWNER, CITY, or CONTRACTING LOCAL ORGANIZATION) and Water and Earth Technologies, Inc., whose primary place of business is 1225 Red Cedar Circle, Suite A, Fort Collins, Colorado 80524 (hereinafter called CONTRACTOR).

WITNESSETH THAT:

WHEREAS, Contractor, in response to the Invitation for Proposal No. 2016-P11 – Countywide Low Water Crossing Warning System and Detention Basin Monitoring Work, in the manner and at the time specified, submitted a Proposal in accordance with Instructions to Proposers; and

WHEREAS, City, in compliance with Chapter 262 of the Texas Local Government Code, has reviewed Proposals and in cooperation with the Hays County Grants Administration Department has selected Contractor and negotiated the terms of this Agreement; and

WHEREAS, City wishes to commence work and have it completed during Fiscal Year 2018.

NOW, THEREFORE, in consideration of the compensation to be paid to Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree as follows:

ARTICLE I. Contractor shall perform all work, including the assumption of all obligations, duties and responsibilities necessary to the successful completion of the contract and the furnishing of all materials and equipment required to be incorporated in and form a permanent part of the work; tools, equipment, supplies, transportation, facilities, labor, superintendence and services required to perform the work; and letter of credit (LOC), insurance and submittals; all as indicated or specified in the contract documents to be performed or furnished by Contractor for the work included in and covered by City's official award of this Contract to Contractor, such award being based on the acceptance by City of Contractor's Proposal, as adjusted during the contract negotiation.

ARTICLE II. City shall pay to Contractor for performance of the work embraced in this contract, and Contractor shall accept as full compensation therefor, a sum (subject to adjustment as provided in the contract documents) not to exceed Three Hundred Sixty-Two Thousand Six Hundred Forty-Nine Dollars and Ten Cents (\$ 362,649.10) for all work covered by and included in Contractor's Proposal, as adjusted during contract negotiation, and designated in the foregoing Article I; payment thereof to be made in current funds in the manner provided in the contract documents.

ARTICLE III. The Contractor shall complete all work by April 30, 2018, unless otherwise agreed by the Parties in writing. The City shall secure and pay for necessary permits, approvals, and easements required for performance of the work by the Contractor. The City shall furnish

any information relevant to the Contractor's performance of the work with reasonable promptness after receiving a request from the Contractor.

ARTICLE IV. Any notice required or desired to be given by the parties hereto shall be in writing and may be personally delivered; mailed, certified mail, return receipt requested; sent by telephone facsimile with a hard copy sent by regular mail; sent by a nationally recognized receipted overnight delivery service for earliest delivery the next business day; or sent by electronic mail with a hard copy sent by regular mail. Any such notice shall be deemed given when personally delivered; if mailed, three (3) delivery days after deposit in the United States mail; postage prepaid; if sent by telephone facsimile or electronic mail, on the day sent if sent on a business day during regular business hours (9 a.m. to 5 p.m.) of the recipient, otherwise on the next business day; or if sent by overnight delivery service, one (1) business day after deposit in the custody of the delivery service. The addresses, telephone numbers, and electronic mail addresses for the mailing, transmitting, or delivering of notices shall be as follows:

(a) If to City, to:

City of Buda
Attn: Kenneth Williams
City Manager
121 Main Street
Buda, Texas 78610
Phone: (512) 312-0084
E-mail: kwilliams@ci.buda.tx.us

(b) If to Water and Earth Technologies Inc., to:

Water and Earth Technologies, Inc.
Attn: Markus Ritsch, P.E.
Vice President
1225 Red Cedar Circle, Suite A
Fort Collins, Colorado 80524
Phone: (970) 225-6080 ext. 2
E-mail: mlritsch@water-and-earth.com

Notice of a change of address of either party shall be given in the same manner as all other notices as hereinabove provided.

ARTICLE V. The contract documents, which are incorporated into the Contract between City and Contractor and which are attached hereto and made a part hereof, consist of the following:

- (1) PART I.A – Contractor’s Final Proposal detailing costs associated with selected sites
- (2) PART I.B –Supplementary Information submitted by Contractor prior to execution of this Contract Agreement.
- (3) PART II – General Conditions.
- (4) PART III – Supplemental Conditions.
- (5) PART IV – Construction Specifications.
- (6) PART V – Notice to Proceed.
- (7) PART VI – Any modifications (Change Orders) duly delivered or supplemental agreements duly entered into after execution of this Contract Agreement.
- (8) PART VII – Notices of Final Completion and Acceptance.

(SIGNATURES FOLLOW ON THE NEXT PAGE)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

OWNER: City of Buda

CONTRACTOR: Water & Earth Technologies, Inc.

By: _____
Kenneth Williams
City Manager

By _____
Markus Ritsch
Vice President

Attest: _____
Alicia Ramirez
City Secretary

THE STATE OF COLORADO §
 §
COUNTY OF LARIMER §

This instrument was acknowledged before me on this the ____ day of _____, 2017, by Markus Ritsch, as Vice President of Water and Earth Technologies, Inc., on behalf of said company and with the authority to sign granted from said company.

NOTARY PUBLIC, State of Colorado

PART I.A
Contractor's Final Proposal Detailing Costs Associated with Selected Sites.

SCOPE OF WORK - INSTALLATION OF LOW-WATER CROSSING WARNING SYSTEMS WITHIN THE CITY OF BUDA, TEXAS

A. Introduction

This scope is for the installation of new roadway flashers for the City of Buda. The stations will transmit to the Hays County base station at the Government Center through a radio receiver/decoder installed at the Buda Volunteer Fire Station #3. Hays County has purchased the base station software. The stations will be added into the existing Hays County radio telemetry plan and the City of Buda will have access to the station data in real time through a webpage. Water & Earth Technologies, Inc. (WET) will supply all the necessary equipment for the flasher stations. WET will cover all the necessary tasks for the installation of the flasher stations. These tasks include, but are not limited to permitting, FCC radio licensing, construction drawings, database management, fabrication, programming, installation labor, testing, and project management. The City of Buda is required to install the flasher foundations according to specifications provided by WET. This will be a turn-key system that will be fully operational after the installation and testing of the stations. The component costs are itemized below.

COMPONENT	# OF FLASHERS	HYDROLYNX EQUIPMENT	ADDITIONAL EQUIPMENT	LABOR	TOTAL
FM 967 AT ONION CREEK BRIDGE	0	\$ 10,010.00	\$ 5,634.35	\$ 18,010.00	\$ 33,654.35
COLE SPRINGS ROADWAY FLOODING	2	\$ 24,995.00	\$ 12,819.45	\$ 22,473.50	\$ 60,287.95
FM 967 AT GARLIC CREEK CULVERT EAST	2	\$ 26,220.00	\$ 14,649.45	\$ 24,834.50	\$ 65,703.95
FM 967 AT GARLIC CREEK CULVERT WEST	2	\$ 29,625.00	\$ 16,546.05	\$ 24,037.50	\$ 70,208.55
BLUFF STREET FLASHER	3	\$ 29,870.00	\$ 17,232.80	\$ 25,110.50	\$ 72,213.30
FM 967 NEAR BLUFF STREET	2	\$ 29,870.00	\$ 17,807.80	\$ 24,037.50	\$ 71,715.30
COMPONENT SUBTOTAL:		\$ 150,590.00	\$ 84,689.90	\$138,503.50	\$ 373,783.40
			TOTAL PROJECT COST:	\$ 373,783.40	
This quote assumes that the City of Buda installs the flasher foundations according to the specifications provided by Water & Earth Technologies					
**The station at FM 967 at the Onion Creek Bridge no longer includes flashers in this quote, but does include a pressure transducer to monitor the stage in Onion Creek in real time.					

WET's proposal includes the completion of automated warning systems at these 6 low water crossings. Each site will include a pressure transducer (PT) stream gauge that can automatically activate flashing lights on two emergency roadway flashers (Figure 1). The flashing lights will be mounted on traffic poles on each side of the low water crossing (two poles per low water crossing, visible to drivers approaching from both directions). Each pole will have room for a warning sign provided by the City.

One pole will hold the master controller, the other a slave controller. The master and slave controllers will share data and controls through a 900 MHz unlicensed radio link. The master controller will receive water level data from the PT and automatically turn on flashing lights when the water level reaches a predefined limit. The lights will turn off when the level drops to a reset limit or a time limit expires. A licensed 170 MHz ALERT2 radio telemetry system will transmit the master and slave controller data to a base station (either directly to the primary

base station or via a distributed base station) and receive control commands from the base station.

WET will procure Network components and equipment for the project from HydroLynx Systems, Inc. (hereafter just “HydroLynx”). The installation and maintenance of Network hardware and training related to the station equipment will be provided by WET.

Construction plans and specifications will be developed for each site as part of the project.



Figure 1. Automatic Roadway Flasher Pole

B. Warranty

The equipment furnished and installed for this project will perform according to manufacturer’s specifications. HydroLynx Systems warrants that its products are free from defects in material and workmanship under normal use and service for a period of one year from the date of shipment from the factory. HydroLynx Systems' obligations under this warranty are limited to, at

HydroLynx's option: (i) replacing; or (ii) repairing; any product determined to be defective. In no case shall HydroLynx Systems' liability exceed product's original purchase price. This warranty does not apply to any equipment that has been repaired or altered, except by HydroLynx Systems, or that has been subjected to misuse, negligence, or accident. It is

expressly agreed that this warranty will be in lieu of all warranties of fitness and in lieu of the warranty of merchantability.

Similarly, the installation workmanship at all sites will be warranted for a period of one year, except in the case damage outside of WET's control, including vandalism or an automobile accident impacting a station. In such instances the County will fund the replacement of damaged components and the installation and calibration of the replaced equipment.

C. Site Requirements

WET understands that our flood detection clients do not wish to see expensive components damaged or destroyed by natural events including floods. WET makes every effort to design and construct our monitoring installations so that they are robust. They are typically located within floodplains and unfortunately WET cannot guarantee that there will be no damage in the aftermath of a large event, but our track record for stations surviving flood events has been very favorable as long as bridges and roads in the stream gauge vicinity do not wash out and the channel does not significantly re-align.

This proposal assumes that the City will supply any roadway signs to be affixed to the emergency flashers. WET also requests from the City the dimensions for placement of LEDs.

WET assures the City that all equipment that will be provided for this Network project has a history of successful operating experience in similar installations and shall be in new and unused condition. The equipment will be state-of-the-art and readily available replacement parts will be available. WET understands that all equipment used for this program shall be approved by the City prior to installation and that the City has the right to select any or all of the equipment used for this program by manufacturer and/or brand, based upon the City's prior experience with, or standardization of the equipment and the City's knowledge of equipment quality and manufacturer's reputation.

PART I.B

Supplementary Information Submitted by Contractor.

(This Section May Contain No Information if None Was Submitted)

PART II
General Conditions.

1. GENERAL DEFINITIONS:

- (a) "Director of Finance" means the City of Buda Director of Finance or his/her designee.
- (b) "City Council" means the City of Buda City Council.
- (c) "City Manager" means the City of Buda City Manager.
- (d) "Contract" means the Contract awarded pursuant to the solicitation.
- (e) "Contractor" means a person or firm receiving an award of contract from the City.
- (f) "City" means the City of Buda, Hays County, Texas, a political subdivision of the State of Texas.
- (g) "City Building" means any City-owned buildings and does not include buildings leased by City.
- (h) "Is doing business" and "has done business" mean:
 - (1) Paying or receiving in any calendar year any money or other valuable thing which is worth more than \$250 in the aggregate in exchange for personal services or for purchase of any property or property interest, either real or personal, either legal or equitable; or
 - (2) Loaning or receiving a loan of money; or goods or otherwise creating or having in existence any legal obligation or debt with a value of more than \$250 in the aggregate in a calendar year;
 - (3) But does not include any retail transaction for goods or services sold to a Key Contracting Person at a posted, published, or marked price available to the general public.
- (i) "Key Contracting Person" means any person or business listed in Exhibit A to Affidavit.
- (j) "Purchasing Manager" means the City of Buda Purchasing Manager.
- (k) "Subsubcontractor" means a person or firm doing business with a Contractor.
- (l) "FOB" means free on board and indicates that the supplier pays shipping and insurance costs from the point of manufacture or procurement to its specified destination, at which point the City will take responsibility.

2. FUNDING: Funds for payment on this Contract have been provided through the City budget approved by the City Council. State of Texas statutes prohibit the obligations and expenditure of public funds beyond the fiscal year for which a budget has been approved. However, the City cannot guarantee the availability of funds, and enters into this Contract only to the extent such funds are made available. The Fiscal Year for City extends from October 1st of each calendar year to September 30th of the next calendar year.

3. FUNDING OUT: Despite anything to the contrary in this Contract, if, during budget planning and adoption, the City fails to provide funding for this Contract for the following fiscal year of City, City may terminate this Contract after giving Contractor thirty (30) calendar days written notice that this Contract is terminated due to the failure to fund it.

4. INVOICING/PAYMENTS:

- (a) Contractor shall provide City with an Internal Revenue Form W-9, Request for Taxpayer Identification Number and Certification, that is completed in compliance with the Internal Revenue Code and its rules and regulations before any Contract funds are payable.
- (b) As a minimum, invoices shall include: (i) name, address, and telephone number of Contractor and similar information in the event payment is to be made to a different address; (ii) City Purchase Order number; (iii) identification of products or services as outlined in this Contract; (iv) quantity or quantities, applicable unit prices, total prices, and total amount; and (v) any additional payment information called for by this Contract. City will not pay invoices that are in excess of the amount authorized by the Purchase Order.
- (c) Payment shall be made by check or warrant by City upon satisfactory delivery and acceptance of products and services and submission of an invoice to the address below:
 - City Manager
 - 121 Main Street
 - Buda, Texas 78610
- (d) Payment shall be deemed to have been made on the date of mailing of the check or warrant. For purposes of payment discounts, time will begin upon satisfactory delivery of products and services and/or submission of acceptable invoice, whichever is last. Partial payments will not be made unless specifically requested and approved by City prior to Contract award.
- (e) Accrual and payment of interest on overdue payments shall be governed by TEX. GOV'T CODE ANN., Ch. 2251.

5. COUNTY TAXES: If the Contractor subsequently becomes delinquent in the payment of County taxes, it will be grounds for cancellation of the contract. Despite anything to the contrary, if the contractor is delinquent in payment of Hays County property taxes at the time of invoicing, Contractor assigns any payments to be made for performance under this Contract to the County Tax Assessor-Collector for the payment of delinquent taxes.

6. PROMPT PAYMENT ACT: TEX. GOV'T CODE ANN., Ch. 2251 (Vernon Supp. 1995) requires that payments be made within 30 calendar days. If City fails to pay within 30 days, 1% percent per month interest must be added at the time payments are made. The law does not apply if the terms of a federal grant, contract, regulation, or statute prevent local governments from making timely payments with federal funds. Contractors and subcontractors must pay their suppliers 1% percent per month interest if the supplier is not paid within 10 calendar days after the contractor or subcontractor receives payment. Contractors must apply for interest payments within 6 months of submitting a proper invoice if they believe such interest was due but not paid. Interest begins accruing 30 days after either of the following, whichever is later; (i) satisfactory delivery or performance has been completed, or, (ii) a correct invoice is received at the designated place.

7. FOB POINT: Delivery of all products under this contract, if any, shall be made free on board to final destination, at the address shown in this Contract or as indicated on each Purchase Order placed against this contract. The title and risk of loss of the goods shall not pass to City until acceptance takes place at the FOB point.

8. INSPECTION AND ACCEPTANCE: The City office or department receiving items pursuant to Contract shall inspect and accept only those items that are satisfactory to them, and reject those items which are damaged or which do not conform to specifications. Contractor shall be responsible for the proper labeling, packing, and delivery to final destination, including replacement of rejected deliveries.

9. VARIATION IN QUANTITY: No variation in the quantity of any item called for by Contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

10. This Article is Reserved.

11. NONDISCRIMINATION; CIVIL RIGHTS/ADA COMPLIANCE: See Supplemental Conditions

12. CHANGES:

(a) This Contract may be amended only by written instrument signed by both City and Contractor. It is acknowledged by Contractor that NO OFFICIAL, EMPLOYEE, AGENT OR REPRESENTATIVE OF CITY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO CHANGE THE SCOPE OF THIS CONTRACT OR OTHERWISE AMEND THIS CONTRACT, OR ANY ATTACHMENTS HERETO, UNLESS EXPRESSLY GRANTED THAT AUTHORITY BY THE CITY COUNCIL.

(b) Contractor shall submit all requests for changes to this Contract or any attachment(s) to it to the City Manager for consideration.

13. REPRESENTATIONS:

(a) Contractor represents that he has thoroughly examined the drawings, specifications, schedule, instructions and all other contract documents. Contractor has made all investigations necessary to be thoroughly informed regarding plant and facilities for delivery of material, equipment and/or services as required by the proposal conditions.

(b) The Contractor's delivery time includes weekends and holidays.

(c) Contractor certifies that he is a qualified, business entity that he is not in receivership or contemplates it, and has not filed for bankruptcy. He further certifies that the Company, Corporation, Partnership, or Sole Proprietorship is not delinquent with respect to payment of County property taxes.

(d) Contractor warrants that all applicable patents and copyrights which may exist on items that will be supplied under the Contract have been adhered to and further warrants that City shall not be liable for any infringement of those rights. Warranties granted City shall apply for the duration of this Contract or for the life of equipment or supplies purchased, whichever is longer. City must not extend use of the granted exclusive rights to any other than City employees or those with whom City has established a relationship aimed at furthering the public interest, and then only for official public uses. City will not knowingly or intentionally violate any applicable patent, license, or copyright. Contractor must indemnify City, its officers, agents, and employees against all claims, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees arising in connection with any alleged or actual infringement of existing patents, licenses or copyrights applicable to items sold.

(e) The Contractor warrants that upon execution of a contract with the City, the Contractor will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of age, religion, race, color, sex, creed, handicap, or national origin and will submit reports as the City may require

to assure compliance.

(f) Contractor warrants to City that all items delivered and all services rendered will conform to the specifications, drawings, or other descriptions furnished or incorporated by reference, and will be of merchantable quality, good workmanship, and free from defects. Contractor further agrees to provide copies of applicable warranties or guarantees to the Purchasing Manager. Copies will be provided within 10 days after the Notice of Award is issued. Return of merchandise under warranty shall be at Contractor's expense.

(g) The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees and established commercial selling agencies maintained by the Contractor to secure business. For breach of this warranty, City shall have the right to terminate this Contract without liability, or in its discretion to deduct from the Contract price, or otherwise recover, the full amount of commission, percentage, brokerage, or contingent fee.

14. SUBCONTRACTS:

(a) Contractor shall not enter into any subcontracts for any service or activity relating to the performance of this Contract without the prior written approval or the prior written waiver of this right of approval from City. **IT IS ACKNOWLEDGED BY CONTRACTOR THAT NO OFFICER, AGENT, EMPLOYEE OR REPRESENTATIVE OF CITY HAS THE AUTHORITY TO GRANT SUCH APPROVAL OR WAIVER UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE CITY COUNCIL.**

(b) If a subcontract is approved, Contractor must make a "good faith" effort to take all necessary and reasonable steps to insure HUBs maximum opportunity to be subcontractors under this Contract. Contractor must obtain City approval of all proposed HUB subcontractors through the Purchasing Manager. Failure by Contractor to make a good faith effort to employ HUBs as subcontractors constitutes a breach of this Contract and may result in termination of this Contract.

15. ASSIGNMENT:

(a) The parties to this Contract shall not assign any of the rights or obligation hereunder without the prior written consent of the other party. **NO OFFICIAL, EMPLOYEE, REPRESENTATIVE OR AGENT OF CITY HAS THE AUTHORITY TO APPROVE ANY ASSIGNMENT UNDER THIS CONTRACT UNLESS THAT SPECIFIC AUTHORITY IS EXPRESSLY GRANTED BY THE CITY COUNCIL.**

(b) The terms, provisions, covenants, obligations and conditions of this Contract are binding upon and inure to the benefit of the successors in interest and the assigns of the parties to this Contract if the assignment or transfer is made in compliance with the provisions of this Contract.

(c) Contractor remains responsible for the performance of this Contract when there is a change of name or change of ownership. If a change of name is required, the City Manager shall be notified immediately. No change in the obligation of or to Contractor will be recognized until it is approved by City Council.

16. DISPUTES AND APPEALS: The City Manager acts as the City representative in the issuance and administration of this Contract in relation to disputes. Any document, notice, or correspondence not issued by or to the City Manager or other authorized City person, in relation to disputes is void unless otherwise stated in this contract. If the Contractor does not agree with any document, notice, or correspondence issued by the City Manager, or other authorized City person, the Contractor must submit a written notice to the City Manager within ten (10) calendar days after receipt of the document, notice, or correspondence, outlining the exact point of disagreement in detail. If the matter is not resolved to the Contractor's satisfaction, Contractor may submit a written Notice of Appeal to the City Council, through the City Manager, if the Notice is submitted within ten (10) calendar days after receipt of the unsatisfactory reply. Contractor then has the right to be heard by the City Council.

17. MEDIATION: See Supplemental Conditions

18. FORCE MAJEURE

If the performance by either party of any of its obligations under this Contract is interrupted or delayed due to an act of God or the common enemy or as the result of war, riot, civil commotion, sovereign conduct, or the act or conduct of any person or persons not a party to this Contract, then it shall be excused from performance for such period of time as is reasonably necessary to remedy the effects thereof.

19. NON-WAIVER OF DEFAULT:

(a) No payment, act or omission by City may constitute or be construed as a waiver of any breach or default of

Contractor which then exists or may subsequently exist. NO OFFICIAL, AGENT, EMPLOYEE OR REPRESENTATIVE OF CITY MAY WAIVE ANY BREACH OF ANY TERM OR CONDITION OF THIS CONTRACT UNLESS EXPRESSLY GRANTED THAT SPECIFIC AUTHORITY BY THE CITY COUNCIL.

(b) All rights of City under this Contract are specifically reserved and any payment, act or omission shall not impair or prejudice any remedy to City under it. Any right or remedy in this Contract shall not preclude the exercise of any other right or remedy under this Contract or under any law, nor shall any action taken in the exercise of any right or remedy be deemed a waiver of any other rights or remedies.

20. TERMINATION FOR CAUSE: Failure by either City or Contractor to perform any provisions of this Contract shall constitute a breach of Contract. Either party may require corrective action within ten (10) calendar days after date of receipt of written notice citing the exact nature of the other's breach. Failure to take corrective action or failure to provide a satisfactory written reply excusing such failure within the ten (10) calendar days shall constitute a default. The defaulting party shall be given a twenty (20) calendar day period within which to show cause why this Contract shall not be terminated for default. All notices for corrective action, breach, default or show cause on behalf of City shall be issued by the City Manager or City legal representative only, and all replies to the same shall be made in writing to the City Manager or City legal representative at the address provided herein. Notices issued by or to anyone other than the City Manager or City legal representative shall be null and void, and shall be considered as not having been issued or received. City reserves the right to enforce the performance of this Contract in any manner prescribed by law in case of default and may contract with another party with or without competition or further notification to the contractor. At a minimum, Contractor shall be required to pay any difference in the cost of securing the services covered by this Contract, or compensate for any loss or damage to the City derived hereunder if it becomes necessary to contract with another source because of a default, plus reasonable administrative costs and attorney's fees. In the event of termination for default, City, its agents or representatives, shall not be liable for loss of any profits anticipated under this Contract.

21. TERMINATION FOR CONVENIENCE: City reserves the right to terminate this Contract upon thirty (30) days written notice for any reason deemed by the City Manager to serve the public interest, or resulting from any governmental law, ordinance, regulation, or court order. Termination for convenience shall not be exercised with the sole intention of awarding the same or similar contract requirements to another source. In the event of such termination, City shall pay Contractor those costs directly attributable to work done in preparation for compliance with this Contract prior to termination; provided, however, that no costs shall be paid which are recoverable in the normal course of the business in which Contractor is engaged, nor shall City pay any costs which can be mitigated through the sale of supplies or inventories. If City pays for the cost of supplies or materials obtained for use under this Contract those supplies or materials shall become the property of City and shall be delivered to the FOB point shown in this Contract, or as designated by the Purchasing Manager. City shall not be liable for loss of any profits anticipated under this Contract.

22. GRATUITIES: Contractor shall not provide any gratuity in any form, including entertainment, gifts, or otherwise, to any employee, buyer, agent, or representative of City with a view to securing a contract, or securing favorable treatment with respect to the award or amendment, or the making of any determination with respect to the performance of this Contract. City may terminate this Contract if it is found that gratuities of any kind including entertainment, or gifts were offered or given by the Contractor or any agent or representative of the Contractor, to any City official or employee with a view toward securing favorable treatment with respect of this contract. If this Contract is terminated by the City pursuant to this provision, City shall be entitled, in addition to any other rights and remedies, to recover from the Contractor at least three times the cost incurred by Contractor in providing the gratuities.

23. COVENANT AGAINST CONTINGENT FEES: Contractor represents and warrants that no persons or selling agency has been retained to solicit this Contract upon an understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial selling agencies maintained by the Contractor to secure business. For breach or violation of this warranty, City shall have the right to terminate this Contract without liability, or in its discretion to, as applicable, add to or deduct from the Contract price for consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

24. ACCESS: Contractor shall maintain and make available for inspection, audit or reproduction by any authorized representative of City all books, documents, and other evidence pertinent to the costs and expenses of this Contract,

including but not limited to both direct and indirect costs, cost of labor, material, equipment, supplies, and services, and all other costs and expenses of whatever nature for which reimbursement is claimed under this Contract. All required records shall be maintained until an audit is completed and all required questions arising therefrom are resolved, or three (3) years after completion of the Contract term, whichever occurs first; provided, however, the records will be retained beyond the third year if an audit is in progress or the finding of a completed audit have not been resolved satisfactorily.

25. FORFEITURE OF CONTRACT:

- (a) The Contractor must forfeit all benefits of the Contract and City must retain all performance by the selected Contractor and recover all consideration or the value of all consideration paid to the Contractor pursuant to the Contract if:
- (b) The Contractor was doing business at the time of submitting its proposal offer or had done business during the 365-day period immediately prior to the date on which its proposal offer was due with one or more Key Contracting Persons if the Contractor failed to disclose the name of any such Key Contracting Person in its offer; or
- (c) The Contractor does business with a Key Contracting Person after the date on which the offer that resulted in the Contract is submitted and prior to full performance of the Contract.

26. CONTRACTOR CLAIMS NOTIFICATION:

- (a) If any claim, or other action, that relates to Contractor's performance under this Contract, including proceedings before an administrative agency, is made or brought by any person, firm, corporation, or other entity against Contractor, Contractor shall give written notice to City of the following information within ten (10) working days after being notified of it:
 - (1) The existence of the claim, or other action;
 - (2) The name and address of the person, firm, corporation or their entity that made a claim or that instituted any type of action or proceeding;
 - (3) The alleged basis of the claim, action or proceeding;
 - (4) The court or administrative tribunal, if any, where the claim, action or proceeding was instituted; and
 - (5) The name or names of any person against whom this claim is being made.
- (b) Except as otherwise directed, Contractor shall furnish to City copies of all pertinent papers received by Contractor with respect to making these claims or actions and all court pleadings related to the defense of these claims or actions.

27. CERTIFICATION OF ELIGIBILITY: By submitting a bid or proposal, the bidder/proposer certifies that at the time of submission, he/she is not on the Federal Government's Excluded Parties List System (www.epls.gov), which details a listing of suspended, ineligible, or debarred contractors. In the event of placement on the list between the time of bid/proposal submission and time of award, the bidder/proposer will notify the Purchasing Manager. Failure to do so may result in terminating this Contract for default.

28. CONTRACTOR LIABILITY, INDEMNIFICATION AND CLAIMS NOTIFICATION: CONTRACTOR SHALL INDEMNIFY CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES, FROM AND AGAINST ANY AND ALL THIRD PARTY CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, AND LIABILITY OF EVERY KIND WHETHER MERITORIOUS OR NOT AND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND REASONABLE ATTORNEY'S FEES, ARISING IN CONNECTION WITH THE SERVICES PROVIDED BY CONTRACTOR UNDER THIS CONTRACT. IT IS THE EXPRESSED INTENTION OF THE PARTIES TO THIS CONTRACT, BOTH CONTRACTOR AND CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT CITY FROM THE CONSEQUENCES OF CONTRACTOR'S ACTIONS.

29. CONSTRUCTION OF CONTRACT:

- (a) This Contract is governed by the laws of the United States of America and the State of Texas and all obligations under this Contract are performable in Hays County, Texas. Venue for any dispute arising out of this Contract will lie in the appropriate court of Hays County, Texas.
- (b) If any portion of this Contract is ruled invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the remainder of it shall remain valid and binding.
- (c) Headings and titles at the beginning of the various provisions of this Contract have been included only to make it easier to locate the subject matter covered by that part, section or subsection and are not to be used in construing this Contract.

(d) When any period of time is stated in this Contract, the time shall be computed to exclude the first day and include the last day of period. If the last day of any period falls on a Saturday, Sunday, or a day that the City has declared a holiday for its employees, these days shall be omitted from the computation. All hours in this Contract are stated in Central Standard Time from 2:00 o'clock a.m. on the first Sunday of November until 2:00 o'clock a.m. on the second Sunday of March and in Central Daylight Saving Time from 2:00 o'clock a.m. on the second Sunday of March until 2:00 o'clock a.m. on the first Sunday of November or such other dates as may be adopted for the activation of Daylight Savings Time in the United States in future years.

(e) Words of any gender in this Contract shall be construed to include any other gender and words in either number shall be construed to include the other unless the context clearly requires otherwise.

(f) Provisions, Words, Phrases, and Statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with Texas Government Code, §§ 312.002 and 312.003.

30. ADDITIONAL GENERAL PROVISIONS:

(a) Contractor must comply with all Federal and State laws and regulations, City and County ordinances, orders, and regulations, relating in any way to this Contract.

(b) Contractor must secure all permits and licenses, pay all charges and fees, and give all notices necessary for lawful operations.

(c) Contractor must pay all taxes and license fees imposed by the Federal and the State Governments and their agencies and political subdivisions upon the property and business of Contractor.

(d) Despite anything to the contrary in this Contract, if the Contractor is delinquent in payment of property taxes at the time of providing services, Contractor assigns the amount of any payment to be made for services provided under this Contract equal to the amount Contractor is delinquent in property tax payments to the Hays County Tax Assessor-Collector for the payment of the delinquent taxes.

(e) In this subsection, "City Building" means any City-owned buildings and does not include buildings leased by City. Contractor must not execute any mortgage, or issue any bonds, shares of stock, or other evidence of interest in City Buildings.

31. INTERPRETATION OF CONTRACT:

(a) This document contains the entire agreement between the parties relating to the rights granted and the obligations assumed. Any prior agreements or representations not expressly set forth in this agreement are of no force. Any oral representations or modifications concerning this agreement shall be of no force. Any subsequent modification shall be in writing signed by the City Manager. No official, representative, employee, or agent of the City has any authority to modify or amend this Contract except pursuant to specific authority to do so that is granted by the City Council.

(b) If inconsistency exists between provisions of the solicitation and the Contract, the inconsistency shall be resolved by giving precedence in the following ascending order of precedence:

- (1) The Schedule of Items/Services
- (2) Terms and Conditions of RFP;
- (3) General Conditions;
- (4) Supplemental Conditions; and
- (5) The specifications.

(c) If any Contract provision shall for any reason be held invalid, illegal, or unenforceable in any respect, invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if invalid, illegal or unenforceable provision had never been contained.

(d) This Contract shall be governed by the laws of the State of Texas and all obligations are performable in Hays County, Texas.

(e) If a word is used with reference to a particular trade or subject matter or is used as a word of art, the word shall have the meaning given by experts in that particular field.

(f) Words in the present or past tense include the future tense. The singular includes the plural and the plural includes the singular. The masculine gender includes the feminine and neuter genders.

(g) The headings in this Contract have been included only to make it easier to locate the subject covered by each provision and are not to be used in construing this contract.

(h) Provisions, words, phrases, and statutes, whether incorporated by actual use or by reference, shall be applied to this Contract in accordance with TEX. GOVT CODE ANN., SEC 312.002, 312.003 (Vernon 1991).

32. MODIFICATIONS:

(a) The City Manager may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this Contract in any one of the following:

- (1) Drawings, designs or specifications when the supplies to be furnished are to be specifically manufactured for the City in accordance with the drawings, designs, or specifications.
- (2) Method of shipment or packing.
- (3) Place of deliveries.
- (4) Correction of errors of a general administrative nature or other mistakes, the correction of which does not affect the scope of the contract, or does not result in expense to the Contractor.
- (5) Description of items to be provided.
- (6) Time of performance (i.e. hours of day, days of week, etc.)

(b) If any such change causes an increase or decrease in the cost of, or time required for, performance of any part of the work under this Contract whether, or not changed by the order, the City shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the Contract. The Contractor must submit any "proposal for adjustment" under this clause within thirty (30) calendar days from the date of receipt of the written order. However, if the City Manager decides that the facts justify it, the City Manager may receive and act upon a proposal submitted before final payment of the Contract. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the City shall have the right to prescribe the manner of disposition of the property. Failure to agree to any adjustment shall be a dispute under the Disputes and Appeals clause. However, nothing in this clause shall excuse the Contractor from proceeding with the Contract as changed.

34. PRICE CHANGES: The prices offered shall remain firm for the period of the Contract, except for changes that are industry wide and beyond the control of the contractor. If such changes do occur, it will be the responsibility of the Contractor to provide documentation to the City Manager substantiating the changes to the bid prices. Any price changes must be approved by the City Manager.

35. CONTRACT WORK HOURS AND SAFETY STANDARDS: If, in the course of fulfilling the terms of this Agreement, Contractor employs mechanics or laborers to perform work, Contractor recognizes that it must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contractor shall compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible, provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Contractor further recognizes that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

36. CONTRACTOR'S INTELLECTUAL PROPERTY: Contractor shall retain all intellectual property rights over the design of its systems and equipment. The City is engaging Contractor to install Low Water Crossing monitoring systems, and the development of any patentable designs or methods are purely incidental to the contract. Despite the foregoing, the City shall have the right to retain copies of specifications and drawings (including "as-builts") of work performed under this Agreement.

37. DAVIS-BACON ACT – PREVAILING WAGE RATES: All laborers and mechanics employed or working upon the site of the work (or under the United States Housing Act of 1937 or under the Housing Act of 1949, in the construction of development of the project) will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3) the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5 (a) (1) (iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the regular weekly period, Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR Part 5.5 (a) (4). Laborers or mechanics performing work in more than one classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work

is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5 (a)(1)(11) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. The Contractor shall insert in any subcontracts all the provisions contained in this clause, including appropriate instructions and a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all these provisions.

38. ENVIRONMENTAL LAW: The Contractor under this contract/subcontract agrees (and certifies) as follows:

(a) To comply with all the requirements of section 114 of the Clean Air Act as amended (42 U.S.C. 1857, et seq., as amended by Public Law 91-604) and section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in section 114 and section 308 of the Air Act and the Water Act, respectively, and all regulations and guidelines issued thereunder before the signing of this Contract by the Contracting Local Organization.

(b) That no portion of the work required by this Contract will be performed in a facility listed on the Environmental Protection Agency List of Violating Facilities on the date when this Contract was signed by the Contracting Local Organization unless and until the EPA eliminates the name of such facility or facilities from such listing.

(c) To use their best efforts to comply with clean air standards and clean water standards at the facilities in which the Contract is being performed.

(d) To insert the substance of the provisions of this article in any nonexempt subcontract, including this subparagraph.

39. BYRD ANTI-LOBBYING CERTIFICATION: Contractor certifies, to the best of its knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure From to Report Lobbying", in accordance with its instructions.

(c) Contractor shall require that the language of this certification be included in the award documents for all subcontractors at all tiers and that all subcontractors shall certify and disclose accordingly.

(d) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code.

40. PIGGY BACKS: Per the solicitation, it is Hays County's intent that other governmental entities within Hays County (particularly municipalities) shall have the opportunity to purchase and/or contribute toward additional work or change orders under agreement(s) with Hays County. Contractor agrees to offer the same pricing (with reasonable markup or markdown considering market trends and costs of materials) to those entities who may participate via interlocal funding agreement(s) with Hays County. Should another governmental entity participate in a "piggy back" on the agreement with Hays County, Contractor agrees to offer that entity the same warranties and remedies that apply to the agreement with Hays County.

**PART III
SUPPLEMENTAL CONDITIONS**

ARTICLE 1 TYPES AND LIMITS OF INSURANCE

ARTICLE 2 SETTLEMENT OF INSURANCE CLAIMS

ARTICLE 3 WORKERS COMPENSATION INSURANCE COVERAGE

ARTICLE 4 POST-AWARD INFORMATION

ARTICLE 5 PERFORMANCE OF WORK BY CONTRACTOR

ARTICLE 6 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

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ARTICLE 9 ETHICS / CONFLICTS OF INTEREST

ARTICLE 10 DISPUTES / ALTERNATIVE DISPUTE RESOLUTION

ARTICLE 11 INDEMNIFICATION CLAUSE

ARTICLE 12 PERFORMANCE AND PAYMENT LETTER OF CREDIT

ARTICLE 13 EQUAL OPPORTUNITY

PART III
SUPPLEMENTAL CONDITIONS

ARTICLE 1 – TYPES AND LIMITS OF INSURANCE

Satisfactory certificates of insurance shall be filed with City prior to commencement of any work on this contract. Insurance requirements stated below do not establish limits of the Contractor's liability.

(a) Workers Compensation and Employer's Liability Insurance

(1) Contractor shall provide workmen's compensation and employee's liability insurance at own expense. This insurance shall protect Contractor against all claims under applicable state workers compensation laws. Contractor shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of a workers compensation law.

(2) The liability limits shall be not less than:

Workers Compensation	Statutory
Employer's Liability	\$500,000

(b) Comprehensive Automobile Liability Insurance

INTENTIONALLY DELETED

(c) Comprehensive General Liability Insurance

(1) Contractor shall provide comprehensive general liability insurance at own expense. This insurance shall be written in comprehensive form and shall protect Contractor against all claims arising from injuries to persons other than his/her employees or damage to property of City or others arising out of any act or omission of Contractor or his/her agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, such as a "protective liability" and/or "contractual liability" endorsement(s) to insure the contractual liability assumed by Contractor.

(2) To the extent that Contractor's work, or work under his/her direction, may require blasting, explosive conditions, or underground operations, the comprehensive general liability coverage shall contain no exclusion relative to blasting, explosion, collapse of building, or damage to underground property.

(3) Policy shall list City as additional named insured per Article 1(f) and a Certificate of Insurance as well as copies of the associated policy endorsement shall be provided to City.

(4) The liability limits shall be not less than:

Bodily injury	\$500,000 each occurrence
Property damage	\$250,000 each occurrence
Aggregate	\$ 1 million

- (d) Policy Cancellation. Each policy shall contain a provision that the coverage afforded will not be canceled or materially changed until at least 30 days prior written notice has been given to City.
- (e) Additional Named Insured. The City shall be listed as an additional named insured on Comprehensive Automobile Liability, and Comprehensive General Liability policies.
- (f) Waiver of Subrogation. All policies of insurance shall waive all rights of subrogation against City, its officers, employees and agents.

ARTICLE 2 – SETTLEMENT OF INSURANCE CLAIMS

Losses insured under policies that include City, as a named insured, shall be adjusted with City and made payable to City as trustee for the insureds, as their interests may appear.

ARTICLE 3 – WORKERS COMPENSATION INSURANCE COVERAGE

- (a) In the event that Contractor employs any individual to perform any portion of the Work, Contractor shall comply with Texas Labor Code, §406.096, which requires workers' compensation insurance coverage for all employees providing services on a building or construction project for a governmental entity.
- (b) The Contractor shall post on the Work site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services in relation to the Work that they are required to be covered, and stating how a person may verify Coverage and report lack of Coverage.

ARTICLE 4 – POST-AWARD INFORMATION

- (a) Contractor shall fully execute two (2) counterparts of the Contract Agreement including all the contract documents upon receipt of Notice of Award.
 - (1) Copy of all insurance certificates required in Articles 1, 2, and 3 of these Supplemental Conditions.
 - (2) Major equipment schedule. A firm commitment in writing from all suppliers of equipment that will be leased shall be provided. Equipment shall be open to inspection prior to commencement of work to verify soundness and reliability.
 - (3) Contractor's proposed workweek (days and clock hours)
- (b) Within ten (10) workdays days after receipt of Notice of Award, Contractor shall submit to the City the following post-award information:
 - (1) Performance Letter of Credit (s).

- (2) List of proposed subcontractors, if any.

ARTICLE 5 – PERFORMANCE OF WORK BY CONTRACTOR

The Contractor shall perform under the Contract, and with its own organization, work equivalent to at least twenty (20) percent of the total amount of work. This percentage may be reduced by a supplemental agreement to this Contract if, during the performance of the work, the Contractor requests a reduction and the City determines that the reduction would be to the advantage of the Contracting Local Organization.

ARTICLE 6 – COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK

- (a) Contractor shall be required to:
 - (1) Commence work under this Contract within ten (10) workdays from the date of receipt of written Notice to Contract Award and Notice to Proceed. Prosecute the work diligently; and
 - (2) Complete the entire work ready for use not later than the deadline stated in Article III of the Contract terms, above.
- (b) The time stated for completion shall include final cleanup of the premises.

ARTICLE 7 – VENUE

This Contract shall be governed, construed and interpreted under the laws of the State of Texas. This Contract is performable in Hays County, Texas. The Contracting Local Organization has domicile in Hays County, Texas, and any legal action must be filed in Hays County, Texas.

ARTICLE 8 – WAGES / BENEFITS

If federal monies are being used to fulfill the terms of this Agreement and if this Section conflicts with federal requirements under 2 CFR 200, then the federal requirements shall control.

8.1 General

Contractor shall pay or cause to be paid, without cost or expense to Contracting Local Organization, all Social Security, Unemployment and Federal Income Withholding Taxes of all such employees, and all such employees shall be paid wages and benefits as required by Federal and/or State law (including but not restricted to unemployment compensation coverage) and per wage rates requirements in Article 8.2 below. In accordance with Texas Labor Code §61.012, Contractor shall post in conspicuous places in the workplace notices indicating the paydays.

8.2 Laborers and Mechanics – Prevailing Wage Rates

- (a) This Contract requires the Contractor and any of his/her subcontractors at any tier to pay prevailing wage rates as specified in this article and to follow requirements contained in Texas Government Code, Chapter 2258, Prevailing Wage Rates.

- (b) Workers shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill. Those performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- (c) Payroll records. A Contractor and subcontractor shall keep a record showing: (i) the name and occupation of each worker (includes a laborer or mechanic) employed by the Contractor or subcontractor in the construction of the public work; and (ii) the actual per diem wages paid to each worker. The record shall be open at all reasonable hours to inspection by the officers and agents of City.

ARTICLE 9 – ETHICS / CONFLICTS OF INTEREST

- (a) Texas Local Government Code Chapter 171 provisions apply to award of this contract.
- (b) A bidder and/or Contractor shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the Contracting Local Organization.

ARTICLE 10 – DISPUTES / ALTERNATIVE DISPUTE RESOLUTION (ADR)

10.1 Claims

- (a) City's policy is to try to resolve all contractual issues in controversy by mutual agreement at the Contracting Officer's level. Reasonable efforts should be made to resolve controversies prior to the submission of a claim. Use of ADR procedures to the maximum extent practicable is encouraged.
- (b) Initiation of a claim.
 - (1) Contractor claims shall be submitted, in writing, to the City for a decision no later than the 180th day after accrual of a claim. The claim must state with particularity the nature of the breach, the amount the Contractor seeks as damages, and the legal theory of recovery. The City shall document the contract file with evidence of the date of receipt of any submission from the Contractor deemed to be a claim by the City. The City Officer must assert, in a writing delivered to the Contractor, any counterclaim not later than the 90th day after the date of receipt of Contractor's written claim.
 - (2) City shall issue a written decision on any claim initiated against a Contractor no later than the 180th day after accrual of the claim. This time period shall not apply to any City claim based on a Contractor claim involving fraud.
- (c) Contractor certification. Contractor shall provide the certification specified below when submitting any claim exceeding \$100,000, or regardless of the amount claimed when using ADR procedures. The certification requirement does not apply to issues in

controversy that have not been submitted as all or part of a claim. The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim. The certification shall state as follows:

“I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the City is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

- (d) City shall pay interest on a Contractor’s claim on the amount found due and unpaid from the date that the City receives the claim (certified if required by Article 11.1(c) above); or payment otherwise would be due, if that date is later, until the date of payment. If a claim has a defective certification, interest shall be paid from the date City receives a proper certification. Amount of interest due will be per Texas and local law and regulation.

10.2 Alternative Dispute Resolution (ADR)

- (a) When appropriate, a neutral person may be used to facilitate resolution of the issue in controversy using the procedures chosen by the parties.
- (b) City’s rights and Contractor’s rights to exercise such rights or remedies as either party may otherwise have under the Contract or by laws or regulations in respect of any claims, disputes, and other issues in controversy are not affected by action taken under this Article.
- (c) ADR procedures must be consistent with Chapter 154, Texas Civil Practice and Remedies Code, and Chapter 2009, Texas Government Code, Alternative Dispute Resolution for Use by Governmental Bodies. ADR procedures shall not include binding arbitration of any form, unless otherwise agreed in writing by City.

10.3 Definitions

- (a) Accrual of a claim occurs on the date when all events, which fix the alleged liability of either the Contracting Local Organization or the Contractor and permit assertion of the claim, were known or should have been known. For liability to be fixed, some injury must have occurred. However, monetary damages need not have been incurred.
- (b) Alternative dispute resolution (ADR) means any procedure or combination of procedures voluntarily used to resolve issues in controversy without the need to resort to litigation. These procedures may include, but are not limited to, assisted settlement negotiations, conciliation, facilitation, mediation, fact-finding, mini-trials, and/or non-binding arbitration.
- (c) Claim as used in this Article means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of money in a sum certain,

the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant. However, a written demand or written assertion by the contractor seeking the payment of money exceeding \$100,000 is not a claim under this Article until certified as required by Article 11.1(c) above. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim, by written notice to the City within time limits in section 11.1(b) of this Article, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

- (d) Defective certification as used in this Article means a certificate which alters or otherwise deviates from the language in this Article or which is not executed by a person duly authorized to bind the Contractor with respect to the claim. Failure to certify shall not be deemed to be a defective certification.
- (e) Issue in controversy means a material disagreement between the Contracting Local Organization and the Contractor which:
 - (1) May result in a claim, or
 - (2) Is all or part of an existing claim.
- (f) Misrepresentation of fact as used in this Article means a false statement of substantive fact, or any conduct which leads to the belief of a substantive fact material to proper understanding of the matter in hand, made with intent to deceive or mislead.
- (g) Neutral person as used in this Article means an impartial third party, who serves as a mediator, fact finder, or arbitrator, or otherwise functions to assist the parties to resolve the issues in controversy. A neutral person may be a permanent or temporary officer or employee of the Contracting Local Organization, or the Federal government, or any other individual who is acceptable to the parties. A neutral person shall have no official, financial, or personal conflict of interest with respect to the issues in controversy, unless such interest is fully disclosed in writing to all parties and all parties agree that the neutral person may serve. An “impartial third party” must possess the qualifications required under Section 154.052, Texas Civil Practice and Remedies Code.

ARTICLE 11 – PERFORMANCE LETTER OF CREDIT

11.1 General

- (a) This Contract requires a performance letter of credit. Such letter of credit is due within ten (10) workdays after receipt of Notice of Award. The Contractor will submit the completed letter of credit to the City prior to beginning work.
- (b) Letter of Credit shall be made payable to: City of Buda.
- (c) Letters of Credit are subject to requirements stated in this Article and requirements of Texas Government Code, and must be executed by a lending institution licensed by the

United States Department of Treasury.

11.2 Letter Of Credit — Construction

- (a) *Definitions.* As used in this clause-- "Contract price" means the award price of the contract. "Government" means the Contracting Local Organization.
- (b) The successful offeror shall be required to furnish a letter of credit to the City as follows:
 - (1) Letter of Credit:
 - (i) The penal amount of letter of credit shall be \$150,000. This amount will correspond to individual task orders defined by Contractor and City.
 - (ii) The City may require additional performance letter of credit protection when the Contract price is increased. The increase in protection shall generally equal 100 percent of the increase in Contract price.
 - (iii) The City may secure additional protection by directing the Contractor to increase the penal amount of the existing letter of credit or to obtain an additional letter of credit.
- (c) The Contractor shall furnish all executed letter of credits, including any necessary reinsurance agreements, to the City, within the time period specified above.
- (d) A letter of credit may be executed only by a federally insured lending institution that is authorized and admitted to write letters of credit within in the State of Texas and the State of Colorado.
- (e) The lending institution must (i) hold a certificate of authority from the United States Secretary of the Treasury to qualify as a lending institution on obligations permitted or required under federal law; or (ii) have obtained reinsurance for any liability in excess of \$1,000,000 from a reinsurer that is an authorized reinsurer in the State of Texas or is a holder of a certificate of authority from the United States Secretary of the Treasury to qualify as a surety or reinsurer on obligations permitted or required under federal law. U.S. Treasury Department Circular 570 is published in the *Federal Register* and lists Treasury approved surety companies and their underwriting limitations.
- (f) All letters of credit signed by an agent must be accompanied by a certified copy of such agent's authority to act.
- (g) A letter of credit required under this Article must clearly and prominently display on the letter of credit: (1) the name, mailing address, physical address, and telephone number, including the area code, of the lending institution to which any notice of claim should be sent.

ARTICLE 12 – EQUAL OPPORTUNITY

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this Equal Opportunity (Federally Assisted Construction) clause.

- (b) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

PART IV
CONSTRUCTION SPECIFICATIONS

CONSTRUCTION SPECIFICATION – 94. CONTRACTOR QUALITY CONTROL

1. Scope

The work consists of developing, implementing, and maintaining a quality control system to ensure that the specified quality is achieved for all materials and work performed.

2. Equipment and Materials

Equipment and material used for quality control shall be of the quality and condition required to meet the test specifications cited in the contract. Testing equipment shall be properly adjusted and calibrated at the start of operations and the calibration maintained at the frequency specified. Records of equipment calibration tests shall be available to the engineer at all times. Equipment shall be operated and maintained by qualified operators as prescribed in the manufacturer's operating instructions, the references specified, and as specified in section 10 of this specification. All equipment and materials used in performing quality control testing shall be as prescribed by the test standards referenced in the Contract or in section 10. All equipment and materials shall be handled and operated in a safe and proper manner and shall comply with all applicable regulations pertaining to their use, operation, handling, storage, and transportation.

3. Quality Control System

The quality control system shall include, but not be limited to, a rigorous examination of construction material, processes, and operation, including testing of material and examination of manufacturer's certifications as required, to verify that work meets contract requirements and is performed in a competent manner.

4. Quality Control Personnel

Quality control activities shall be accomplished by competent personnel. A competent person is: One who is experienced and capable of identifying, evaluating, and documenting that materials and processes being used will result in work that complies with the contract; and, who has authority to take prompt action to remove, replace, or correct such work or products not in compliance.

5. Post-Award Conference

The Contractor shall meet with the City before any work begins and discuss the contractor's quality control system. The City and the Contractor shall develop a mutual understanding regarding the quality control system, including procedures for correcting quality control issues.

6. Records

The Contractor's quality control records shall document both acceptable and deficient features of the work and corrective actions taken. All records shall be on forms approved by the City, be legible, and be dated and signed by the competent person creating the record.

7. Reporting Results

The results of Contractor quality control inspections and tests shall be communicated to the City immediately upon completion of the inspection or test. The Contractor shall prepare a monthly quality control report and furnish an original copy to City.

8. Access

The City shall be given free access to records for the duration of the Contract.

9. Payment

Compensation for any item of work described in the contract, but not listed in the bid schedule, is included in the payment for the item of work to which it is made subsidiary. Separate and/or additional compensation will not be made for Contractor quality control.

PART V
Notice to Proceed.

(To Be Attached At the Time of Issuance by City of Buda)

PART VI
Modifications and/or Change Orders.

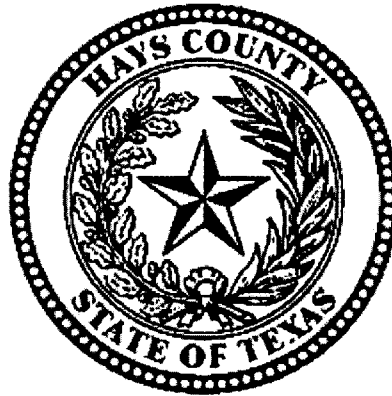
(To Be Attached at the Time of Agreement by the Parties)

PART VII
Notices of Final Completion and Acceptance.

(To Be Attached At the Time of Issuance by City of Buda)

REQUEST FOR PROPOSAL 2016-P11

**COUNTYWIDE LOW WATER CROSSING WARNING SYSTEM AND DETENTION
BASIN MONITORING NETWORK**



HAYS COUNTY TEXAS

**DATE ISSUED
JUNE 1, 2016**

**DUE DATE
JUNE 16, 2016
NO LATER THAN 2:00 P.M.**

RFP 2016-P11

Hays County Texas

Request for Proposal for Countywide Low Water Crossing Warning System and Detention Basin Monitoring Network

Objective:

Hays County is currently seeking a respondent that can provide a robust, technologically current, and user friendly low water crossing warning system and detention basin monitoring network, using ALERT2 technology, in order to increase situational awareness during flooding conditions. Hays County is searching for a well-built and properly maintained gaging/warning system with current technology that will help keep Hays County maintenance costs low as well as providing Hays County elected officials and County staff with useful and timely data to keep the County's citizens and first responders safe.

Proposed Project:

The proposed project will require a respondent to install equipment at 2 base stations, 25 low water crossings which will provide discharge and stage values, 10 of the 25 low water crossings will house precipitation gages and 4 of the 25 low water crossings will have a camera for near real time visual feed of the low water crossings during "events" as well as 5 detention basin monitoring gages that will monitor water level above mean sea level at the 5 NRCS dams that surround the City of San Marcos.

Respondent Requirements

1. The applying respondent shall have the infrastructure, personnel, and ability to provide a range of services at the request of Hays County Representatives.
2. The respondent shall provide relevant data in a timely manner, providing reliable emergency data, which during extreme events, can then be shared with local partners like National Weather Service, ATX floods, and river authorities to aid Hays County in protecting life and property..
3. The respondent will also be responsible for providing the monitoring software and associated database.
4. A kick-off meeting with the selected respondent and County will be conducted once the project has been awarded to ensure smooth project implementation/completion and that all County needs will be met, to include but not limited to project design, database design, infrastructure design, IT requirements.
5. One year of operations and maintenance on all sites, including base and repeater locations, as well as software and database support.
6. Selected respondent will train County staff on installation, maintenance and troubleshooting of entire system and infrastructure.

7. Supply a digital copy of the following: Complete and accurate schematic diagram and complete users' manuals for the system.

Warranty

Guarantee the equipment furnished and installed for this project will perform according to Manufacturer's published specifications. Repair or replace defective equipment during the warranty period at no cost to the County. Warrant the workmanship of all sites for 1 year.

Data Requirements

1. The data shall be stored in an accessible database that can be queried for real-time and historical data purposes as well as feed the County website.
2. The respondent shall have the ability to disseminate the data to pertinent agencies and individuals, both official and non-official, during extreme events.
3. The database and associated infrastructure shall be housed on-site within Hays County IT infrastructure.
4. Stage values and discharge values for the low water crossing locations shall be provided to the County.
5. System shall provide monitored data in near-real-time, with delays due only to software processing of captured data and transmission time.

Site Requirements

1. Documented effort showing all necessary actions have been taken and considered to mitigate, as much as possible, the loss of gaging and warning equipment due to natural events.
2. List any and all equipment and services (with costs) that will need to be provided by Hays County for the low water crossing warning system and detention basin monitoring system to function properly.
3. All equipment provided by qualified respondent for this program shall have a history of successful operating experience in similar installations and shall be in new and unused condition. This equipment shall be state-of-the-art with readily available replacement parts. All equipment used for this program shall be approved by the County prior to installation. The County has the right to select any or all of the equipment used for this program by manufacturer and/or brand, based upon the County's prior experience with, or standardization of the equipment and the County's prior experience with, or standardization of the equipment and the County's knowledge of equipment quality and manufacturer's reputation.
4. Cameras need to have the ability to tilt, pan, zoom, and function during the night or daytime hours and be able to transmit images at least every minute.
5. Hays County will store
6. Inclusion of the following technologies is highly preferred:

- a. ALERT2
- b. Ability to be completely powered by solar
- c. Two-way communication with sites from base station
- d. Pressure transducer sensors
- e. SDI-12 instrumentation and communication protocol
- f. Anti-theft hardware for all equipment that is installed in the field

Project Management Plan

Respondents shall include a plan describing how subcontractors are selected and managed (if applicable). Respondents shall describe the processes that will be used for the assignment of tasks, and project scheduling as well as the capability to provide all services required for construction and implementation.

- 1. Description of the Project Management Plan
- 2. Project schedule and benchmarks
- 3. Final completion date

Final Proposal Submission:

- 1. A report of the findings/results of a radio path study and any recommendations for additional infrastructure the County will need to have installed to ensure proper coverage for all sites.
- 2. Each respondent will assess and provide a report on each individual low water crossing warning location and detention basin gage to ensure install costs are appropriate for the site conditions (e.g. hard dig fees, safety considerations, and multiple sign placement scenarios etc.).
- 3. Three (3) letters of recommendation with at least one letter coming from a customer within the State of Texas.
- 4. An overview of the respondent's business history, complete range of capabilities, any business or flood related committees or organizations that the respondent is a part of, a project experience summary, and any relevant certifications.

Financial Information:

Respondents shall provide the company's Financial Statements for the (3) most recently completed fiscal years or a letter from the banking partners acknowledging the financial strength of their company as well as the contact information of the Chief Financial Officer that can provide detailed information. The County may, during the course of the evaluation process, request additional financial information to supplement and clarify the information provided.

Selection Process:

All submittals will be screened by an evaluation committee and those applicants selected for a short list may be invited to attend an interview, at the applicant’s own expense. The County shall not incur any cost for applicant preparation and/or submittal of qualifications.

The County will evaluate all responses based on the criteria listed below.

The County’s process is as follows:

1. The evaluation committee shall screen and rate all of the responses that are submitted. Evaluation ratings will be on a 100 point scale and shall be based on the following criteria:
 - a. Business Qualifications..... 10 points
 - b. Financial Information..... 10 points
 - c. Participants/Personnel..... 10 points
 - d. Project Management Plan..... 20 points
 - e. Project Experience Summary..... 50 points
2. County staff shall recommend the most qualified organization to the County Commissioners Court and request authority to enter into contract negotiations.
3. When scope, services and fees are agreed upon, the selected respondent shall be offered a contract subject to Commissioners Court approval.
4. Should negotiations be unsuccessful, the County shall enter into negotiations with the next highest ranked firm. The process shall continue until an agreement is reached with a qualified firm.
5. This RFP does not commit the County to pay for any direct and/or indirect cost incurred in the preparation and presentation of a response. All finalist(s) shall pay their own costs incurred in preparing for, traveling to and attending meetings.

It is requested that qualification packets be limited to no more than 50 pages, excluding tabs, cover letter, resumes and financial statements. Please provide four (4) copies of the proposal and one (1) digital copy.

Prior to award, Hays County reserves the right to alter or change in entirety, the scope and requirements of this project.

Due Date & Late Proposals:

Sealed proposals shall be received at the Hays County Purchasing Office located at 712 S Stagecoach Trail, Suite 1071, San Marcos, Texas 78666 until 2:00 p.m. on Thursday, June 16, 2016. Any proposal received after the deadline of 2:00 p.m. will be considered void and

unacceptable. The County is not responsible for lateness or non-delivery of mail, carrier, etc. The date/time stamp in the Purchasing office shall be the official time of receipt.

It is understood that the County reserves the right to reject any or all proposals for any or all services covered in this request and to waive informalities of defects in such proposals.

Altering Proposals:

Proposals cannot be altered or amended after submission deadline. Any alterations or erasures made before opening time must be initialed by the signer of the proposal, guaranteeing authenticity.

Withdrawal of Proposals

Any proposal may be withdrawn prior to the scheduling time for opening. Notice to withdraw the proposal must be in writing and submitted to the County prior to the scheduled time for opening proposals. Any proposal withdrawal notice, which is received after the deadline for receiving proposals, shall not be considered.

Proposal Award

If a contract is awarded, it will be to the proposer meeting or exceeding the terms, conditions and specifications of the proposal. In awarding a contract, the County may waive minor technicalities and informalities in the proposal process and proposals received if they are not material to or alter any of the conditions terms or specifications contained in the Request for Proposal (RFP).

Following any presentation and/or interviews, proposers will be ranked in order of preference and contract negotiations will begin with the top ranked firm. Should negotiations with the highest ranked firm fail to yield a contract, or of the firm is unable to execute said contract, negotiations will be formally ended and then commence with the second highest firm etc. The County reserves the right to award a contract on the basis of best and final offer with no negotiations, interviews and/or presentations should they so choose. Proposals should be best and final and the proposer should not assume that there will be another opportunity to fine tune the proposed rates, unless substantial new information, product or design is considered.

At the opening, there will be no disclosure of contents to competing firms, and all proposals will be kept confidential during the negotiation process.

Addenda

Any interpretations, corrections, or changes to the Request for Proposal will be made by addenda. Sole issuing authority of addenda shall be vested in the County Purchasing department. Addenda will be emailed to all who are known to have received a copy of this Request for Proposal. Proposers shall acknowledge receipt of all addenda.

Proposals must comply with all federal, state county and local laws concerning this type of goods or services.

Indemnification

The Proposer shall indemnify, defend, and hold the County, its officers, agents, and employees harmless for any claim, loss, damage, suit and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person, or for damage to any property, arising from or caused by any act or omission of proposer, its officers, employees, agents, or subcontractors, in performing its obligations under this contract.

Termination of Contract

The County reserves the right to terminate the contract immediately in the event the successful proposer:

- Fails to meet delivery schedules
- Otherwise fails to perform in accordance with this contract
- Becomes insolvent and/or files for protection under bankruptcy laws

Such termination is in addition to and not in lieu of any other remedies that the County may have in law or equity. Proposer, in submitting this proposal, agrees that the County shall not be liable to prosecution for damages in the event that the County declares the proposer in default.

Law Governing and Venue

The law of the State of Texas shall govern this contract and no lawsuit shall be prosecuted on this contract except in a court of competent jurisdiction located in San Marcos, Hays County, Texas.

Assignment

The successful proposer shall not sell, assign, transfer or convey this contract, in whole or in part, without the prior written consent of the County.

Due care and diligence has been used in preparation of this information, and it is believed to be substantially correct. However, the responsibility for determining the full extent of the exposure and the verification of all information presented herein shall rest solely with the bidder. Hays County and its representatives will not be responsible for any errors or omissions in these specifications, nor for the failure on the part of the proposer to determine the full extent of the exposures.

**RFP 2016-P11
HAYS COUNTY TEXAS
REQUEST FOR PROPOSAL FOR COUNTYWIDE LOW WATER CROSSING WARNING SYSTEMS
AND DETENTION BASIN MONITORING NETWORK**

ATTACHMENTS

- 1. VENDOR REFERENCES**
- 2. PROPOSER CERTIFICATION**
- 3. PROPOSAL DOCUMENT AND ADDENDUM**
- 4. CODE OF ETHICS**
- 5. CERTIFICATE OF INTERESTED PARTIES**
- 6. CONFLICT OF INTEREST QUESTIONNAIRE**
- 7. NONDISCRIMINATION POLICY STATEMENT**

VENDOR REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this proposal/bid. **This form must be returned with your bid/proposal.**

REFERENCE ONE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Scope of Work: _____

Contract Period: _____

REFERENCE TWO

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Scope of Work: _____

Contract Period: _____

REFERENCE THREE

Government/Company Name: _____

Location: _____

Contact Person and Title: _____

Scope of Work: _____

Contract Period: _____

PROPOSER CERTIFICATION

RFP 2016-P11 LOW WATER CROSSING WARNING SYSTEM

By signature affixed, the proposer certifies that neither the proposer nor the firm, corporation, partnership, or institution represented by the proposer, or anyone acting for such firm, corporation, or institution has violated the anti-trust laws of this State, coded in Section 15.01, ct seq., Texas Business and Commerce Code, or the Federal antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.

Proposer has examined the specifications and has fully informed themselves as to all terms and conditions. Any discrepancies or omissions from the specifications or other documents have been clarified with County representatives and noted on the proposal submitted.

Proposer guarantees product offered will meet or exceed specifications identified in this proposal invitation.

Proposer Must Fill in and Sign:

NAME OF COMPANY: _____

AUTHORIZED REPRESENTATIVE: _____

AUTHORIZED SIGNATURE: _____

DATE: _____

- THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

PROPOSAL DOCUMENT AND ADDENDUM

Consultant for Group Benefit Plan

Having carefully examined the RFP Notice, General Terms and Conditions, and Specifications, the undersigned Proposers Agent hereby proposes and agrees to furnish goods/services in strict compliance with the terms, conditions, and specifications at the prices quoted. The Proposer affirms that, to the best of his knowledge, the RFP has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them unfair advantage over other proposers in the award of this RFP.

It is understood that the owner reserves the right to accept or reject any or all proposals and alternates, and waive all irregularities. It is further agreed that this RFP shall be completed within the time frame set forth and at no additional cost to The County for unexpected or unforeseen circumstances.

If you have received an addendum to this RFP, please acknowledge receipt by initialing the number of the addendum below. Failure to acknowledge outstanding addenda is cause for disqualification.

1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____

By submitting a proposal, the Vendor certifies that he/she has fully read and understands this "Request For Proposal" and has full knowledge of the scope, quantity, and quality of the materials and/or services to be furnished and intends to adhere to the provisions described herein. Failure to do so will be at the Offerors own risk, and he/she cannot secure relief on please or error. Neither law nor regulations make allowance for error of omission or commission on part of Vendors.

Name of Company: _____

Authorized Representative: _____

Authorized Signature: _____

Date: _____

- THIS PAGE MUST BE SIGNED AND RETURNED WITH YOUR PROPOSAL

CODE OF ETHICS FOR HAYS COUNTY

Public employment is a public trust. It is the policy of Hays County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by Hays County. Such a policy implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public services.

Public servants must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Hays County procurement organization.

To achieve the purpose of this article, it is essential that those doing business with Hays County also observe the ethical standards prescribed here.

1. It shall be a breach of ethics to attempt to influence any public employee, elected official or department head to breach the standards of ethical conduct set forth in this code.
2. It shall be a breach of ethics for any employee of Hays County or a vendor doing business with the county to participate directly or indirectly in a procurement when the employee or vendor knows that:
 - A. The employee or any member of the employee's immediate family, or household has a substantial financial interest pertaining to the procurement. This means ownership of 10% or more of the company involved and/or ownership of stock or other interest or such valued at \$2500.00 or more.
 - B. A business or organization in which the employee, or any member of the employee's family immediate family, has a financial interest pertaining to the procurement.
 - C. **Gratuities:** It shall be breach of ethics to offer, give or agree to give any employee of Hays County or for any employee to solicit, demand, accept or agree to accept from a vendor, a gratuity of consequence or any offer of employment in connection with any decision approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or controversy, any particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before this government.

D. Kickbacks: It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hays County as an inducement for the award of a contract or order.

E. Contract Clause: The prohibition against gratuities and kickbacks prescribed above shall be conspicuously set forth in every contract and solicitation therefore.

F. Any effort to influence any employee, elected official, or department head to violate the standards of this code are grounds to void the contract. Please certify by your signature below that you understand the ethics policy of Hays County and in no way will attempt to violate the code.

SIGNATURE: _____

PRINT NAME AND TITLE: _____

COMPANY NAME: _____

Certificate of Interested Parties

In 2015, the Texas Legislature adopted **House Bill 1295**, which added 2252.908 to the Texas Government Code and applies to all contracts entered into on or after January 1, 2016. Section 2252.908 (b)(1)(2) applies only to a contract of a governmental entity or state agency that requires an action or vote by the governing body of the entity or agency before the contract may be signed or that has a value of at least \$1 million. In addition, pursuant to Section 2252.908 (d), a governmental entity or state agency may not enter into a contract described by Subsection (b) with a business entity unless the business entity, in accordance with this section and rules adopted under this section, submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency.

With regard to Hays County purchases, a vendor that is awarded a contract or purchase approved by Hays County Commissioner's Court is required to electronically complete a Form 1295 through the Texas Ethics Commission website (https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm) and submit a signed and notarized copy of the form to the County. A contract, including County issued purchase order (if applicable), will not be enforceable or legally binding until the County receives and acknowledges receipt of the properly completed Form 1295 from the awarded vendor.

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person who has a business relationship with local governmental entity.

2 Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name of local government officer with whom filer has employment or business relationship.

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

Yes No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each employment or business relationship with the local government officer named in this section.

4

Signature of person doing business with the governmental entity

Date



Title VI and Related Statutes
Nondiscrimination Policy Statement

Hays County, as a recipient of Federal financial assistance and under Title VI of the Civil Rights Act of 1964 and related statutes, ensures that no person shall, on the grounds of race, religion (where the primary objective of the financial assistance is to provide employment per 42 U.S.C. § 2000d-3), color, national origin, sex, age or disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any Hays County programs or activities.

Bert Cobb, M.D.
Hays County Judge

Adopted by the Hays County Commissioners Court this the 12th day of March, 2013.

ATTEST:

Liz Q. Gonzalez
Hays County Clerk





City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-679-

Contact: Alicia Ramirez

Subject: Deliberation and possible action to adopt a Resolution nominating candidate(s) eligible for a position on the Board of Directors of the Hays County Appraisal District for the 2018 - 2019 term of office (City Secretary Alicia Ramirez)

1. Executive Summary

The Hays Central Appraisal District is governed by a seven-member board of directors. Members are elected by the governing boards of the taxing entities that participate in the appraisal district. Each Hays CAD Board member serves a two-year term beginning on January 1 of even-numbered years. The Hays County Tax-Assessor/Collector serves as a voting member of the Hays CAD Board.

2. Background/History

Section 6.03, Property Tax Code, State of Texas, allows a municipality that is a taxing unit in an appraisal district to nominate one candidate for each of the six of seven positions to be filled on the board of directors of the Hays County Appraisal District. The Hays County Tax-Assessor/Collector serves as a voting member of the Hays CAD Board; thereby occupying one of the seven positions on the board.

3. Staff's review and analysis

The Council may nominate up to six eligible individuals to serve on the board of directors. The nominations are due to the Chief Appraiser no later than October 15th.

4. Financial Impact

None.

5. Summary/Conclusion

The Council may nominate one or up to six eligible individuals to serve on the board of directors. Once all nominations are received by the taxing entities, the Chief Appraiser will prepare a ballot listing the candidates and will deliver said ballot to each presiding officer of the governing body that is entitled to vote.

The City of Buda is eligible to submit 101 number of votes for a nominee. The attached document

outlines the number of votes for each taxing entity.

6. Pros and Cons

Pros:

The Council may nominate one or up to six eligible individuals to serve on the board of directors.

Cons:

The Council may chose not to submit a nominee. However, the Council will have an opportunity to cast their eligible number of votes to an individual listed on the ballot once prepared by the Chief Appraiser and delivered to the taxing entity.

7. Alternatives

None.

8. Recommendation

Staff seeks Council's direction on whether to submit the name of an eligible individual as a nominee for the Hay Central Appraisal District Board of Directors.



MEMORANDUM

TO: Voting Taxing Units
FROM: David Valle, Chief Appraiser
DATE: August 14, 2017
SUBJECT: Nomination of Appraisal District Directors
DEADLINE for Nominations: Before October 15, 2017

Our appraisal district is governed by a board of seven directors. Members of the board serve two-year terms beginning on January 1 of even numbered years. The board of directors of our district meets bi-monthly.

In considering individuals to serve as directors, taxing units should look for expertise in such areas as business management, information systems, computers, accounting, finance, real estate and taxation.

Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate **by resolution adopted by its governing body** one candidate for each position to be filled on the board of directors. **The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15, 2017.** [Texas Property Tax Code, Section 6.03 (g)]

Please see Attached:
Directors Qualifications
Timetable for HCAD Board Member Election

Appraisal District Director Qualifications:

To be eligible to serve on the board of directors, an individual must be a resident of the district and must have resided in the district for at least two years immediately preceding the date he or she takes the office.

An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit or because the individual is an elected official.

However, an employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

HCAD Board Member Election TIMETABLE:

Texas Property Tax Code, Section 6.03:

before October 1

The Chief Appraiser shall calculate the number of votes to which each taxing unit is entitled and shall deliver written notice to each of those units of its voting entitlement in the election of members to the Hays Central Appraisal District Board of Directors.

A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships.

before October 15

The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser.

before October 30

The Chief Appraiser shall prepare a ballot listing the candidates...and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

before December 15

The governing body of each taxing unit that is entitled to vote shall determine its vote by resolution and submit it to the chief appraiser.

before December 31

The Chief Appraiser shall count the votes, declare the seven candidates who receive the largest cumulative vote totals elected, and submit the results to the governing body of each taxing unit in the district and to the candidates.

after January 1

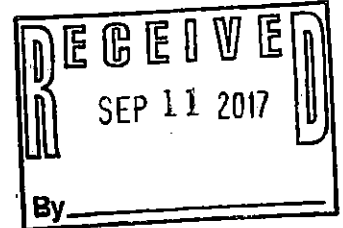
Elected board members take the oaths of office at the first meeting and elect board officers.

**Hays
Central
Appraisal
District**



512-268-2522 ■ Lex Word Building ■ 21001 IH 35 ■ Kyle, Texas 78640 ■ Fax 512-268-1945

MEMORANDUM



TO: Voting Taxing Units
FROM: David Valle, Chief Appraiser
DATE: September 8, 2017

SUBJECT: Calculation of Votes

Enclosed please find the calculation of votes to select seven (7) members to the Hays Central Appraisal District Board of Directors.

		2016	VOTE	NUMBER OF
		TAX LEVY	PERCENTAGE	VOTES
				7000
1	AUSTIN, CITY OF	37,068.18	0.0001	1
2	AUSTIN COMMUNITY COLLEGE	6,096,950.85	0.0165	116
3	BLANCO ISD	650,553.66	0.0018	12
4	BUDA, CITY OF	5,331,012.96	0.0144	101
5	COMAL ISD	394,299.85	0.0011	8
6	DRIPPING SPRINGS, CITY OF	631,571.91	0.0017	12
7	DRIPPING SPRINGS ISD	60,949,093.40	0.1649	1,154
8	HAYS COUNTY	77,745,488.26	0.2103	1,472
9	HAYS CISD	93,784,290.66	0.2537	1,776
10	HAYS, CITY OF	14,607.28	0.0001	0
11	JOHNSON CITY ISD	819,475.53	0.0022	16
12	KYLE, CITY OF	13,470,675.22	0.0364	255
13	MOUNTAIN CITY, CITY OF	72,681.87	0.0002	1
14	NIEDERWALD, CITY OF	40,230.73	0.0001	1
15	SAN MARCOS, CITY OF	21,662,096.40	0.0586	410
16	SAN MARCOS CISD	63,225,066.32	0.1711	1,197
17	SPECIAL ROAD	***	***	
18	UHLAND, CITY OF	32,246.69	0.0001	1
19	VILLAGE OF BEAR CREEK	50,896.12	0.0001	1
20	WIMBERLEY ISD	24,385,395.63	0.0660	462
21	WOODCREEK, CITY OF	231,638.65	0.0006	4
		369,625,340.17	100.0000	7,000
	Report made on 9/06/2017			7,000
	Levy after Supplement #14			
***	Levy included with Hays County	7,367,030.29		
	The seven candidates who receive the largest cumulative vote totals are elected.			
	Texas Property Tax Code, Section 6.03 (k)			
	David Valle			
	Chief Appraiser			
	Hays Central Appraisal District			

TAX CODE

TITLE 1. PROPERTY TAX CODE

SUBTITLE B. PROPERTY TAX ADMINISTRATION

CHAPTER 6. LOCAL ADMINISTRATION

SUBCHAPTER A. APPRAISAL DISTRICTS

Sec. 6.01. APPRAISAL DISTRICTS ESTABLISHED. (a) An appraisal district is established in each county.

(b) The district is responsible for appraising property in the district for ad valorem tax purposes of each taxing unit that imposes ad valorem taxes on property in the district.

(c) An appraisal district is a political subdivision of the state.

Acts 1979, 66th Leg., p. 2224, ch. 841, Sec. 1, eff. Jan. 1, 1980. Amended by Acts 1981, 67th Leg., 1st C.S., p. 119, ch. 13, Sec. 12, 13, eff. Aug. 14, 1981; Acts 1983, 68th Leg., p. 4819, ch. 851, Sec. 1, eff. Aug. 29, 1983.

Sec. 6.02. DISTRICT BOUNDARIES. (a) The appraisal district's boundaries are the same as the county's boundaries.

(b) This section does not preclude the board of directors of two or more adjoining appraisal districts from providing for the operation of a consolidated appraisal district by interlocal contract.

(c) Repealed by Acts 2007, 80th Leg., R.S., Ch. 648, Sec. 5(2), eff. January 1, 2008.

(d) Repealed by Acts 2007, 80th Leg., R.S., Ch. 648, Sec. 5(2), eff. January 1, 2008.

(e) Repealed by Acts 2007, 80th Leg., R.S., Ch. 648, Sec. 5(2), eff. January 1, 2008.

(f) Repealed by Acts 2007, 80th Leg., R.S., Ch. 648, Sec. 5(2), eff. January 1, 2008.

(g) Repealed by Acts 2007, 80th Leg., R.S., Ch. 648, Sec. 5(2), eff. January 1, 2008.

Acts 1979, 66th Leg., p. 2224, ch. 841, Sec. 1, eff. Jan. 1, 1980. Amended by Acts 1981, 67th Leg., 1st C.S., p. 120, ch. 13, Sec. 14, 167(a), eff. Aug. 14, 1981; Acts 1983, 68th Leg., p. 573, ch. 117, Sec. 1, eff. May 17, 359

1983; Acts 1991, 72nd Leg., ch. 20, Sec. 14, eff. Aug. 26, 1991; Acts 1991, 72nd Leg., ch. 391, Sec. 13, eff. Aug. 26, 1991; Acts 1993, 73rd Leg., ch. 347, Sec. 4.05, eff. May 31, 1993; Acts 1997, 75th Leg., ch. 165, Sec. 6.72, eff. Sept. 1, 1997.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 648 (H.B. 1010), Sec. 1, eff. January 1, 2008.

Acts 2007, 80th Leg., R.S., Ch. 648 (H.B. 1010), Sec. 5(2), eff. January 1, 2008.

Sec. 6.03. BOARD OF DIRECTORS. (a) The appraisal district is governed by a board of directors. Five directors are appointed by the taxing units that participate in the district as provided by this section. If the county assessor-collector is not appointed to the board, the county assessor-collector serves as a nonvoting director. The county assessor-collector is ineligible to serve if the board enters into a contract under Section 6.05(b) or if the commissioners court of the county enters into a contract under Section 6.24(b). To be eligible to serve on the board of directors, an individual other than a county assessor-collector serving as a nonvoting director must be a resident of the district and must have resided in the district for at least two years immediately preceding the date the individual takes office. An individual who is otherwise eligible to serve on the board is not ineligible because of membership on the governing body of a taxing unit. An employee of a taxing unit that participates in the district is not eligible to serve on the board unless the individual is also a member of the governing body or an elected official of a taxing unit that participates in the district.

(b) Members of the board of directors other than a county assessor-collector serving as a nonvoting director serve two-year terms beginning on January 1 of even-numbered years.

(c) Members of the board of directors other than a county assessor-collector serving as a nonvoting director are appointed by vote of the governing bodies of the incorporated cities and towns, the school districts, the junior college districts, and, if entitled to vote, the conservation and reclamation districts that participate in the district and of the county. A governing body may cast all its votes for one candidate or distribute them among candidates for any number of directorships.

Conservation and reclamation districts are not entitled to vote unless at least one conservation and reclamation district in the district delivers to the chief appraiser a written request to nominate and vote on the board of

directors by June 1 of each odd-numbered year. On receipt of a request, the chief appraiser shall certify a list by June 15 of all eligible conservation and reclamation districts that are imposing taxes and that participate in the district.

(d) The voting entitlement of a taxing unit that is entitled to vote for directors is determined by dividing the total dollar amount of property taxes imposed in the district by the taxing unit for the preceding tax year by the sum of the total dollar amount of property taxes imposed in the district for that year by each taxing unit that is entitled to vote, by multiplying the quotient by 1,000, and by rounding the product to the nearest whole number. That number is multiplied by the number of directorships to be filled. A taxing unit participating in two or more districts is entitled to vote in each district in which it participates, but only the taxes imposed in a district are used to calculate voting entitlement in that district.

(e) The chief appraiser shall calculate the number of votes to which each taxing unit other than a conservation and reclamation district is entitled and shall deliver written notice to each of those units of its voting entitlement before October 1 of each odd-numbered year. The chief appraiser shall deliver the notice:

(1) to the county judge and each commissioner of the county served by the appraisal district;

(2) to the presiding officer of the governing body of each city or town participating in the appraisal district, to the city manager of each city or town having a city manager, and to the city secretary or clerk, if there is one, of each city or town that does not have a city manager;

(3) to the presiding officer of the governing body of each school district participating in the district and to the superintendent of those school districts; and

(4) to the presiding officer of the governing body of each junior college district participating in the district and to the president, chancellor, or other chief executive officer of those junior college districts.

(f) The chief appraiser shall calculate the number of votes to which each conservation and reclamation district entitled to vote for district directors is entitled and shall deliver written notice to the presiding officer of each conservation and reclamation district of its voting entitlement and right to nominate a person to serve as a director of the district before July 1 of each odd-numbered year.

(g) Each taxing unit other than a conservation and reclamation district that is entitled to vote may nominate by resolution adopted by its governing body one candidate for each position to be filled on the board of directors. The presiding officer of the governing body of the unit shall submit the names of the unit's nominees to the chief appraiser before October 15.

(h) Each conservation and reclamation district entitled to vote may nominate by resolution adopted by its governing body one candidate for the district's board of directors. The presiding officer of the conservation and reclamation district's governing body shall submit the name of the district's nominee to the chief appraiser before July 15 of each odd-numbered year. Before August 1, the chief appraiser shall prepare a nominating ballot, listing all the nominees of conservation and reclamation districts alphabetically by surname, and shall deliver a copy of the nominating ballot to the presiding officer of the board of directors of each district. The board of directors of each district shall determine its vote by resolution and submit it to the chief appraiser before August 15. The nominee on the ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district if the nominee received more than 10 percent of the votes entitled to be cast by all of the conservation and reclamation districts in the appraisal district, and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(i) If no nominee of the conservation and reclamation districts receives more than 10 percent of the votes entitled to be cast under Subsection (h), the chief appraiser, before September 1, shall notify the presiding officer of the board of directors of each conservation and reclamation district of the failure to select a nominee. Each conservation and reclamation district may submit a nominee by September 15 to the chief appraiser as provided by Subsection (h). The chief appraiser shall submit a second nominating ballot by October 1 to the conservation and reclamation districts as provided by Subsection (h). The conservation and reclamation districts shall submit their votes for nomination before October 15 as provided by Subsection (h). The nominee on the second nominating ballot with the most votes is the nominee of the conservation and reclamation districts in the appraisal district and shall be named on the ballot with the candidates nominated by the other taxing units. The chief appraiser shall resolve a tie vote by any method of chance.

(j) Before October 30, the chief appraiser shall prepare a ballot, listing the candidates whose names were timely submitted under Subsections (g) and, if applicable, (h) or (i) alphabetically according to the first letter in each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote.

(k) The governing body of each taxing unit entitled to vote shall determine its vote by resolution and submit it to the chief appraiser before December 15. The chief appraiser shall count the votes, declare the five candidates who receive the largest cumulative vote totals elected, and submit the results before December 31 to the governing body of each taxing unit in the district and to the candidates. For purposes of determining the number of votes received by the candidates, the candidate receiving the most votes of the conservation and reclamation districts is considered to have received all of the votes cast by conservation and reclamation districts and the other candidates are considered not to have received any votes of the conservation and reclamation districts. The chief appraiser shall resolve a tie vote by any method of chance.

(l) If a vacancy occurs on the board of directors other than a vacancy in the position held by a county assessor-collector serving as a nonvoting director, each taxing unit that is entitled to vote by this section may nominate by resolution adopted by its governing body a candidate to fill the vacancy. The unit shall submit the name of its nominee to the chief appraiser within 45 days after notification from the board of directors of the existence of the vacancy, and the chief appraiser shall prepare and deliver to the board of directors within the next five days a list of the nominees. The board of directors shall elect by majority vote of its members one of the nominees to fill the vacancy.

(m) Repealed by Acts 2007, 80th Leg., R.S., Ch. 648, Sec. 5(4), eff. January 1, 2008.

Acts 1979, 66th Leg., p. 2224, ch. 841, Sec. 1, eff. Jan. 1, 1980. Amended by Acts 1981, 67th Leg., 1st C.S., p. 120, ch. 13, Sec. 15, 167(a), eff. Aug. 14, 1981; Acts 1987, 70th Leg., ch. 59, Sec. 1, eff. Sept. 1, 1987; Acts 1987, 70th Leg., ch. 270, Sec. 1, eff. Aug. 31, 1987; Acts 1989, 71st Leg., ch. 1123, Sec. 2, eff. Jan. 1, 1990; Acts 1991, 72nd Leg., ch. 20, Sec. 15, eff. Aug. 26, 1991; Acts 1991, 72nd Leg., ch. 371, Sec. 1, eff. Sept. 1, 1991; Acts 1993, 73rd Leg., ch. 347, Sec. 4.06, eff. May 31, 1993; Acts 1997, 75th Leg., ch. 165, Sec. 6.73, eff. Sept. 1, 1997; Acts 1997, 75th Leg., ch. 1039, Sec. 2, eff. Jan. 1, 1998; Acts 1999, 76th

Leg., ch. 705, Sec. 1, eff. Jan. 1, 2000; Acts 2003, 78th Leg., ch. 629, Sec. 1, eff. June 20, 2003.

Amended by:

Acts 2007, 80th Leg., R.S., Ch. 648 (H.B. 1010), Sec. 5(4), eff. January 1, 2008.

Acts 2013, 83rd Leg., R.S., Ch. 1161 (S.B. 359), Sec. 1, eff. June 14, 2013.

Sec. 6.031. CHANGES IN BOARD MEMBERSHIP OR SELECTION. (a) The board of directors of an appraisal district, by resolution adopted and delivered to each taxing unit participating in the district before August 15, may increase the number of members on the board of directors of the district to not more than 13, change the method or procedure for appointing the members, or both, unless the governing body of a taxing unit that is entitled to vote on the appointment of board members adopts a resolution opposing the change, and files it with the board of directors before September 1. If a change is rejected, the board shall notify, in writing, each taxing unit participating in the district before September 15.

(b) The taxing units participating in an appraisal district may increase the number of members on the board of directors of the district to not more than 13, change the method or procedure for appointing the members, or both, if the governing bodies of three-fourths of the taxing units that are entitled to vote on the appointment of board members adopt resolutions providing for the change. However, a change under this subsection is not valid if it reduces the voting entitlement of one or more taxing units that do not adopt a resolution proposing it to less than a majority of the voting entitlement under Section 6.03 of this code or if it reduces the voting entitlement of any taxing unit that does not adopt a resolution proposing it to less than 50 percent of its voting entitlement under Section 6.03 of this code and if that taxing unit's allocation of the budget is not reduced to the same proportional percentage amount, or if it expands the types of taxing units that are entitled to vote on appointment of board members.

(b-1) If an appraisal district increases the number of members on the board of directors of the district or changes the method or procedure for appointing the members as provided by this section, the board of directors by resolution shall provide for the junior college districts that participate in the appraisal district to collectively participate in the selection of directors in the same manner as the school district that imposes the lowest total dollar amount of property taxes in the appraisal

district among all of the school districts with representation in the appraisal district. A resolution adopted under this section is not subject to rejection by a resolution opposing the change filed with the board of directors by a taxing unit under Subsection (a).

(c) An official copy of a resolution under this section must be filed with the chief appraiser of the appraisal district after June 30 and before October 1 of a year in which board members are appointed or the resolution is ineffective.

(d) Before October 5 of each year in which board members are appointed, the chief appraiser shall determine whether a sufficient number of eligible taxing units have filed valid resolutions proposing a change for the change to take effect. The chief appraiser shall notify each taxing unit participating in the district of each change that is adopted before October 10.

(e) A change in membership or selection made as provided by this section remains in effect until changed in a manner provided by this section or rescinded by resolution of a majority of the governing bodies that are entitled to vote on appointment of board members under Section 6.03 of this code.

(f) A provision of Section 6.03 of this code that is subject to change under this section but is not expressly changed by resolution of a sufficient number of eligible taxing units remains in effect.

(g) For purposes of this section, the conservation and reclamation districts in an appraisal district are considered to be entitled to vote on the appointment of appraisal district directors if:

(1) a conservation and reclamation district has filed a request to the chief appraiser to nominate and vote on directors in the current year as provided by Section 6.03(c); or

(2) conservation and reclamation districts were entitled to vote on the appointment of directors in the appraisal district in the most recent year in which directors were appointed under Section 6.03.

Added by Acts 1981, 67th Leg., 1st C.S., p. 121, ch. 13, Sec. 16, eff. Aug. 14, 1981. Amended by Acts 1987, 70th Leg., ch. 59, Sec. 2, eff. Sept. 1, 1987; Acts 1989, 71st Leg., ch. 1123, Sec. 3, eff. Jan. 1, 1990.

Amended by:

Acts 2013, 83rd Leg., R.S., Ch. 1161 (S.B. 359), Sec. 2, eff. June 14, 2013.

Sec. 6.033. RECALL OF DIRECTOR. (a) The governing body of a taxing unit may call for the recall of a member of the board of directors of an appraisal district appointed under Section 6.03 of this code for whom the unit cast any of its votes in the appointment of the board. The call must be in the form of a resolution, be filed with the chief appraiser of the appraisal district, and state that the unit is calling for the recall of the member. If a resolution calling for the recall of a board member is filed under this subsection, the chief appraiser, not later than the 10th day after the date of filing, shall deliver a written notice of the filing of the resolution and the date of its filing to the presiding officer of the governing body of each taxing unit entitled to vote in the appointment of board members.

(b) On or before the 30th day after the date on which a resolution calling for the recall of a member of the board is filed, the governing body of a taxing unit that cast any of its votes in the appointment of the board for that member may vote to recall the member by resolution submitted to the chief appraiser. Each taxing unit is entitled to the same number of votes in the recall as it cast for that member in the appointment of the board. The governing body of the taxing unit calling for the recall may cast its votes in favor of the recall in the same resolution in which it called for the recall.

(c) Not later than the 10th day after the last day provided by this section for voting in favor of the recall, the chief appraiser shall count the votes cast in favor of the recall. If the number of votes in favor of the recall equals or exceeds a majority of the votes cast for the member in the appointment of the board, the member is recalled and ceases to be a member of the board. The chief appraiser shall immediately notify in writing the presiding officer of the appraisal district board of directors and of the governing body of each taxing unit that voted in the recall election of the outcome of the recall election. If the presiding officer of the appraisal district board of directors is the member whose recall was voted on, the chief appraiser shall also notify the secretary of the appraisal district board of directors of the outcome of the recall election.

(d) If a vacancy occurs on the board of directors after the recall of a member of the board under this section, the taxing units that were entitled to vote in the recall election shall appoint a new board member. Each taxing unit is entitled to the same number of votes as it originally cast to appoint the recalled board member. Each taxing unit entitled to vote may nominate one candidate by resolution adopted by its governing

body. The presiding officer of the governing body of the unit shall submit the name of the unit's nominee to the chief appraiser on or before the 30th day after the date it receives notification from the chief appraiser of the result of the recall election. On or before the 15th day after the last day provided for a nomination to be submitted, the chief appraiser shall prepare a ballot, listing the candidates nominated alphabetically according to each candidate's surname, and shall deliver a copy of the ballot to the presiding officer of the governing body of each taxing unit that is entitled to vote. On or before the 15th day after the date on which a taxing unit's ballot is delivered, the governing body of the taxing unit shall determine its vote by resolution and submit it to the chief appraiser. On or before the 15th day after the last day on which a taxing unit may vote, the chief appraiser shall count the votes, declare the candidate who received the largest vote total appointed, and submit the results to the presiding officer of the governing body of the appraisal district and of each taxing unit in the district and to the candidates. The chief appraiser shall resolve a tie vote by any method of chance.

(e) If the board of directors of an appraisal district is appointed by a method or procedure adopted under Section 6.031 of this code, the governing bodies of the taxing units that voted for or otherwise participated in the appointment of a member of the board may recall that member and appoint a new member to the vacancy by any method adopted by resolution of a majority of those governing bodies. If the appointment was by election, the method of recall and of appointing a new member to the vacancy is not valid unless it provides that each taxing unit is entitled to the same number of votes in the recall and in the appointment to fill the vacancy as it originally cast for the member being recalled.

Added by Acts 1985, 69th Leg., ch. 273, Sec. 1, eff. Aug. 26, 1985.

Redesignated from Sec. 6.032 and amended by Acts 1987, 70th Leg., ch. 59, Sec. 5, eff. Sept. 1, 1987.

Sec. 6.034. OPTIONAL STAGGERED TERMS FOR BOARD OF DIRECTORS. (a) The taxing units participating in an appraisal district may provide that the terms of the appointed members of the board of directors be staggered if the governing bodies of at least three-fourths of the taxing units that are entitled to vote on the appointment of board members adopt resolutions providing for the staggered terms. A change to staggered terms may be adopted only if the method or procedure for appointing board members is changed under Section 6.031 of this code to eliminate or have the effect of

eliminating cumulative voting for board members as provided by Section 6.03 of this code. A change to staggered terms may be proposed concurrently with a change that eliminates or has the effect of eliminating cumulative voting.

(b) An official copy of a resolution providing for staggered terms adopted by the governing body of a taxing unit must be filed with the chief appraiser of the appraisal district after June 30 and before October 1 of a year in which board members are to be appointed, or the resolution is ineffective.

(c) Before October 5 of each year in which board members are to be appointed, the chief appraiser shall determine whether a sufficient number of taxing units have filed valid resolutions proposing a change to staggered terms for the change to take effect. Before October 10 the chief appraiser shall notify each taxing unit participating in the district of a change that is adopted under this section.

(d) A change to staggered terms made under this section becomes effective beginning on January 1 of the next even-numbered year after the chief appraiser determines that the change has been adopted. The entire board of directors shall be appointed for that year without regard to the staggered terms. At the earliest practical date after January 1 of that year, the board shall determine by lot which of its members shall serve one-year terms and which shall serve two-year terms in order to implement the staggered terms. If the board consists of an even number of board members, one-half of the members must be designated to serve one-year terms and one-half shall be designated to serve two-year terms. If the board consists of an odd number of board members, the number of members designated to serve two-year terms must exceed by one the number of members designated to serve one-year terms.

(e) After the staggered terms have been implemented as provided by Subsection (d) of this section, the appraisal district shall appoint annually for terms to begin on January 1 of each year a number of board members equal to the number of board members whose terms expire on that January 1, unless a change in the total number of board members is adopted under Section 6.031 of this code to take effect on that January 1.

(f) If a change in the number of directors is adopted under Section 6.031 of this code in an appraisal district that has adopted staggered terms for board members, the change must specify how many members' terms are to begin in even-numbered years and how many members' terms are to begin in odd-numbered years. The change may not provide that the number of 368 members whose terms are to begin in even-numbered years differs by more

than one from the number of members whose terms are to begin in odd-numbered years.

(g) A change to staggered terms made as provided by this section may be rescinded by resolution of a majority of the governing bodies that are entitled to vote on appointment of board members under Section 6.03 of this code. To be effective, a resolution providing for the rescission must be adopted by the governing body and filed with the chief appraiser after June 30 and before October 1 of an odd-numbered year. If the required number of resolutions are filed during that period, the chief appraiser shall notify each taxing unit participating in the district that the rescission is adopted. If the rescission is adopted, the terms of all members of the board serving at the time of the adoption expire on January 1 of the even-numbered year following the adoption, including terms of members who will have served only one year of a two-year term on that date. The entire board of directors shall be appointed for two-year terms beginning on that date.

(h) If an appraisal district that has adopted staggered terms adopts or rescinds a change in the method or procedure for appointing board members and the change or rescission results in a method of appointing board members by cumulative voting, the change or rescission has the same effect as a rescission of the change to staggered terms made under Subsection (g) of this section.

(i) If a vacancy occurs on the board of directors of an appraisal district that has adopted staggered terms for board members, the vacancy shall be filled by appointment by resolution of the governing body of the taxing unit that nominated the person whose departure from the board caused the vacancy, and the procedure for filling a vacancy provided by Section 6.03 of this code does not apply in that event.

Added by Acts 1985, 69th Leg., ch. 601, Sec. 1, eff. June 14, 1985.

Amended by Acts 1987, 70th Leg., ch. 59, Sec. 4, eff. Sept. 1, 1987.

Renumbered from Sec. 6.032 by Acts 1987, 70th Leg., ch. 167, Sec. 5.01(a) (51), eff. Sept. 1, 1987. Amended by Acts 1997, 75th Leg., ch. 1039, Sec. 3, eff. Jan. 1, 1998.

Sec. 6.035. RESTRICTIONS ON ELIGIBILITY AND CONDUCT OF BOARD MEMBERS AND CHIEF APPRAISERS AND THEIR RELATIVES. (a) An individual is ineligible to serve on an appraisal district board of directors and is disqualified from employment as chief appraiser if the individual:



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-676-

Contact: Kristin Williams

Subject: Deliberation and possible action to authorize the City Manager to execute an agreement with the American Association of Retired Person (AARP) for the City of Buda to become a Hosting Agency (Human Resources Director Kristin Williams)

1. Executive Summary

Opportunity for Host Agency Partners!

Public and nonprofit organizations benefit from an expanded workforce that gives them the opportunity to improve services through association with AARP Foundation's Senior Community Service Employment Program (SCSEP). SCSEP job seekers normally perform a variety of tasks that may not be accomplished because of a gap in funding.

Through AARP Foundation's SCSEP, job seekers can be placed in a wide variety of positions including day care centers, senior centers, governmental agencies, schools, hospitals, libraries and landscaping centers. These positions are training assignments designed to provide the skills and experience to obtain future employment, but at the same time provides no cost labor for the local organizations.

If your organization would like to partner with us, continue reading below.

Become a Host Agency

The host agency is instrumental and is typically any 501(c)(3) non-profit agency, community-based organization or government agency. By training at a local organization, older job seekers build the skills and behaviors needed to be successful in obtaining a job and keeping it. Also, work-training in a realistic environment provides the opportunity to gain knowledge and feedback that will help SCSEP job seekers be successful in the long-term.

AARP Foundation provides talented, hardworking older workers to our host agencies. Together, we can offer opportunities that improve employment opportunities to older workers as we expand their service to the community.

Be a Part of Something Great

Each year, we partner on average with 3,600 host agencies across the United States and we generate an average of 6,500,000 services hours (the number of hours SCSEP job seekers work at host

agencies annually).

2. Background/History

AARP is a nonprofit, nonpartisan, social welfare organization with a membership of nearly 38 million that helps people turn their goals and dreams into real possibilities, strengthens communities and fights for the issues that matter most to families — such as health care, employment and income security, and protection from financial abuse.

3. Staff's review and analysis

The City can serve as a Hosting Agency, the primary location for job training. While developing skills, SCSEP participants provide hours of community service yearly. Meanwhile, our organization will get the additional help need to expand our services. Buda's Task Force on Aging is seeking this opportunity as a way to staff their senior resource center.

In order to provide work for AARP participants, the city would need to sign an agreement to become a Hosting Agency.

4. Financial Impact

Section 14 of the Agreement reads: "Each party shall indemnify the other against all claims or actions that arise from the indemnifying party's performance of duties as described herein, including without limitation, claims arising from participant conduct in compliance with express instructions given to participant by host agency as part of participant's job training performance, claims unpaid wage by participants in accordance with Section 14 herein, and claims arising from host agency's duty to maintain a safe working environment for participants. The obligations of each party to indemnify the other shall survive the termination or expiration of this Agreement."

5. Summary/Conclusion

The purpose of the agreement is for the host agency and AARP Foundation to enter into a joint engagement in the Senior Community Service Employment Program (SCSEP), under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation.

6. Pros and Cons

Pros: The City is providing AARP participants with temporary training and income to prepare them for finding employment in the community. The City is helping to address their workforce shortages by becoming a resource for trained, qualified, mature workers.

7. Alternatives

The alternative is not to become a hosting agency. The city will continue to utilize unpaid volunteers and interns.

8. Recommendation

Council authorizes City Manager to execute an agreement with the American Association of Retired Person (AARP) for the City of Buda to become a Hosting Agency.

HOST AGENCY AGREEMENT

Host Agency: City of Buda
Phone: 512-312-0084 Address: 121 Main Street
Fax: 512-312-1889 Buda, TX 78610
FEIN: _____

The above named agency/organization, an equal employment opportunity employer, requests the services of participants from the AARP Foundation Senior Community Service Employment Agency.

This agency is:

- A Non-Profit Organization.
(Tax exempt under the Internal Revenue code 501(c)(3))
- A Public Organization.

Enrollee Supervisors are:

- Compensated with federal funds.
- Not compensated with federal funds.

The purpose of this agreement is for the host agency and AARP Foundation to enter into a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, we ask that each host agency supervisor clearly understand and support the following agency and participant requirements in this agreement:

- 1) The host agency agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment positions(s), if a vacancy arises.
- 2) The host agency acknowledges that AARP Foundation may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies.
- 3) It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.
- 4) It is understood that participants may miss some hours at the host agency assignment in order to pursue training and unsubsidized employment that is provided outside of the host agency. Participants may be required by AARP Foundation SCSEP to do the following activities/tasks:
 - Accept referrals and interviews for employment outside the program;
 - Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan (IEP) and as directed by an AARP Foundation representative;
 - Accept regular transfers to other host agency assignments as necessary to further the participant's training and work experience;
 - Register and maintain registration with the State Employment Service and/or One Stop Center;
 - Attend job search training, job clubs, participant meetings, etc., when offered by the AARP Foundation office, and engage in continuing unsubsidized job search activities.
- 5) It is understood that the SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. The SCSEP is not an entitlement, nor is it designed to solely provide income maintenance. SCSEP participants are in training status, preparing for unsubsidized employment.
- 6) When practical, the Host Agency agrees to provide additional training support to their participants by allowing participants to utilize the agencies computers and internet access for designated job search training and to complete online job search activities.
- 7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned.

8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on participants. Host agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.

9) The host agency agrees to have a fax machine, or the equivalent functionality thereof, in good working condition in order to both receive and send participant Time & Attendance Reports from and to the AARP Foundation office or designated fax number. "Good working order" includes insuring that the document output settings are correct so that the fax is readable-not overly dark or overly light. Without good fax copies, AARP Foundation SCSEP cannot scan timesheets. If AARP Foundation SCSEP is consistently unable to scan your timesheets, AARP Foundation SCSEP participants cannot be paid and will potentially have to be transferred to a host agency where a fax machine is properly working.

10) Host agencies agree to give serious consideration for any permanent job openings in the agency to qualified participants. The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant. The host agency also agrees to the provisions outlined in the *Participant and Host Agency Handbook* as a condition of participation in the SCSEP.

11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor (DOL) if randomly selected. This survey is generally sent out in January, but timing is at the discretion of DOL. If selected, please complete the survey as it influences continued DOL funding for the SCSEP grant. The DOL will make three attempts to obtain a completed survey from a host agency.

12) It is understood that the AARP Foundation is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties; and to insure that proper equipment, procedures, and safe practices are used in conformance with state and federal law. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to insure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency fails to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.

The host agency must keep the following key safety issues in mind at all times:

- No lifting over 20 pounds
- No step stools or ladders
- Participants may not drive unless the assignment, which expressly includes driving and, is approved in advance by AARP Foundation and is carried out in accordance with Section 12
- Participants must always be supervised

13) No participant is authorized to drive as part of his or her assignment without the advance written approval of AARP Foundation. Only in exceptional situations can a participant transport other passengers and only then with the approval of the national SCSEP director. If participant duties include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the host agency. Applicable statutes will govern the limits of liability for Federal, state, and local government host agencies. A copy of the host agency's certification of insurance and participant's current driver's license and a motor vehicle record (MVR) check is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

If the participant drives his or her own vehicle as part of his or her assignment, the participant must also maintain automobile liability insurance in the appropriate amount covering participant(s) engaged in the performance of their assignments using a vehicle owned or operated by the participant. The host agency shall also reimburse the participant for mileage if the participant drives his or her own vehicle in the performance of the host agency assignment. A copy of the host agency's certification of insurance, the participant's current driver's license, and a MVR is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

14) It is understood that each party shall indemnify the other against all claims or actions that arise from the indemnifying party's performance of duties as described herein, including without limitation, claims arising from participant conduct in compliance with express instructions given to participant by host agency as part of participant's job training performance, claims of unpaid wages by participants in accordance with Section 14 herein, and claims arising from host agency's duty to maintain a safe working environment for participants. The obligations of each party to indemnify the other shall survive the termination or expiration of this Agreement.

15) It is understood that the AARP Foundation's SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is also understood and agreed to that AARP Foundation SCSEP shall pay a wage stipend to participants assigned to the host agency. The host agency shall not permit participant(s) to perform community service for any hours not in accordance with those expressly authorized by AARP Foundation or to volunteer hours. If the host agency permits participant(s) to perform community service exceeding authorized hours, or to return to community service training assignments without prior authorization from AARP Foundation representative or past the participant's termination date, host agency shall compensate participant(s) for such time. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having firsthand knowledge of the hours worked by the participant. AARP Foundation recognizes that assigned supervisors change and may not always be available to sign participant timesheets. In this case, in lieu of providing the names and signatures of authorized supervisors, by signing this *Host Agency Agreement*, the authorized agency representative agrees to ensure that the participant signs his/her timesheet and that a responsible official of the agency certifies that the reported information on the timesheet is correct.

16) It is understood that it must not use participants as substitutes for permanent employees of the host agency. Federal regulations prohibit "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. Maintenance of effort requirements regarding the use of SCSEP funds specify that a community service assignment for a participant under Title V of the Older Americans Act is permissible only when the following specific maintenance of effort requirements are met. Community service assignments:

- Must not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants;
- Must not displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits);
- Must not impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
- Must not assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.

17) The host agency will be listed on the Time Attendance Report. If there are changes to a participant's supervisor, the AARP Foundation SCSEP office must be notified so that the information can be updated in the databases.

18) It is understood that all participant(s) records are subject to the Privacy Act, 5 U.S.C. § 552a, and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.

19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The host agency shall retain original participant(s) time sheets if faxed to AARP Foundation for payment. AARP Foundation or the DOL, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party. The host agency may reject or request the removal of any participant at any time for any lawful reason upon written notification to AARP Foundation.

21) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to host agency or any changes being performed.

Date	Eva Garcia, Director, Project Director	Date
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Please provide your current email address in the space below:

#Name?

SAFETY IS NO ACCIDENT



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-685-

Contact: Micah Grau

Subject: Deliberation and possible action to adopt an Ordinance on first and final reading amending the prima facie speed limit established for vehicles under the provisions of the Transportation Code, V.T.C.A. on the thoroughfare known as FM 1626 within the boundaries of the corporate limits of the City of Buda and to establish a maximum speed for a construction or maintenance work zone (City Engineer John Nett)

1. Executive Summary

Hays County and the Texas Department of Transportation (TxDOT) has requested that the City of Buda adopt an ordinance providing for the temporary reduction of the speed limit along FM 1626 from the edge of the city limits near Onion Creek north to the end of the construction zone during the duration of construction of roadway improvements. The change would decrease the speed limit from 65 mph to 45 mph.

2. Background/History

Hays County has been working with the Texas Department of Transportation (TxDOT) to improve FM 1626. The portion under construction is now within the City of Buda's corporate limits. As such, TxDOT and Hays County have requested that the City of Buda pass an ordinance temporarily reducing the speed limit along FM 1626 from the edge of the city limits near Onion Creek to the northern end of the construction zone during the duration of construction of roadway improvements. The requested change is to reduce the speed limit from 65 mph to 45 mph. The reduction in speed is for the safety of construction workers and for individuals traveling through the work zone. Law enforcement is unable to enforce the temporary construction speed limit without the official reduction in speed.

The City's adoption of an ordinance is only one step in the process to reduce the speed limit along a roadway in the state highway system. TxDOT will complete an internal review of the project's traffic control plan and the traffic control devices to ensure compliance with TxDOT regulations found in the Transportation Code and the manual on uniform traffic control devices (MUTCD).

3. Staff's review and analysis

This item was requested in writing by Hays County on September 28, 2017. The City Attorney assisted in preparation of the ordinance.

4. Financial Impact

The costs to implement the speed zone reduction will be covered through TxDOT and their contractor. There will be no cost to the City of Buda for implementing the speed limit change.

5. Summary/Conclusion

Approval of the ordinance will begin the process of reducing the speed limit through the construction zone along FM 1626 within the City of Buda's corporate limits. TxDOT will internally complete a Request for Regulatory Construction Speed Zone form. Following completion of the construction, the final speed limit along the roadway may be re-evaluated by TxDOT.

6. Pros and Cons

Not applicable.

7. Alternatives

Not applicable.

8. Recommendation

Staff recommends approval of the ordinance.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BUDA, TEXAS, TEMPORARILY AMENDING THE PRIMA FACIE SPEED LIMIT ESTABLISHED FOR VEHICLES UNDER THE PROVISIONS OF THE TRANSPORTATION CODE, V.T.C.A., ON THE THOROUGHFARE KNOWN AS FARM-TO-MARKET HIGHWAY (FM) 1626 WITHIN THE BOUNDARIES OF THE CORPORATE LIMITS OF THE CITY OF BUDA, TEXAS, TO ESTABLISH A MAXIMUM SPEED FOR A CONSTRUCTION OR MAINTENANCE WORK ZONE ON SAID ROAD; PROVIDING FOR FORMAL DESIGNATION OF SPEED LIMITS BY SIGNAGE OR OTHER REQUIRED NOTICE IN CONFORMANCE WITH STATE LAW; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PUBLICATION; PROVIDING FOR A PENALTY; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS IN ACCORDANCE WITH THE REQUIREMENTS OF THE TEXAS OPEN MEETINGS ACT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Buda received a request from Hays County and the Texas Department of Transportation to reduce the speed limit through the incorporated limits of the City of Buda for the proposed construction or maintenance work zone on FM 1626 as shown on the attached Exhibit A; and

WHEREAS, the City of Buda desires to continue to protect and ensure the public health, safety and welfare of its residents and business by regulating and guiding road users throughout periods of construction or maintenance in and around construction or maintenance work zones for the protection of the construction workers and the general travelling public; and

WHEREAS, the Transportation Code, V.T.C.A., provides that a prima facie speed limit that is altered shall be effective when appropriate signs are erected giving notice of such limit; and

WHEREAS, the City has determined based on factual information and investigation, the need to establish a speed limit for a construction or maintenance work zone during construction as set out herein;

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

Section 1.

That the findings set out in the preamble to this ordinance are hereby in all things approved and adopted.

Section 2.

A speed limit for a construction or maintenance work zone shall be established and shall be described as follows:

A speed limit of 45 miles per hour along FM 1626.

Section 3. This ordinance shall be in effect during the period the period of construction and this construction or maintenance work zone speed limit shall expire when roadway improvements have been completed and formally accepted by the City.

Section 4.

That appropriate signs and other markers shall be erected or appropriately affixed to or adjacent to the roadway in accordance with state and local law and regulations designating and notifying the travelling public of said speed zone.

Section 5.

That any person found guilty of violating this ordinance will be fined not more than \$200.00 for each offense, except that if the offense is committed when workers are present in the construction or maintenance work zone, the person found guilty of violating this ordinance will be fined not more than \$400.00.

Section 6.

Should any provision, section, subsection, paragraph, sentence, clause or phrase of this ordinance or the application of same to any person or set of circumstances shall for any reason be held unconstitutional, void or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance or their application to other persons or sets of circumstances, and to this end, all provisions of this ordinance are hereby declared to be severable.

Section 7.

That this ordinance will be in effect only during the period of construction. The temporary speed limit shall expire when roadway improvements have been completed and formally accepted.

Section 8.

That the meeting at which this ordinance was passed was conducted in strict compliance with the Texas Open Meetings Act, Texas Government Code Chapter 551.

Section 9.

That the City Secretary is directed to publish this ordinance in a newspaper of general circulation in the City of Buda in compliance with the provisions of the City Charter, which publication shall be sufficient if it contains the title of this ordinance, the penalty provided thereof, and the effective date of the ordinance.

Section 10.

That this ordinance shall be effective from and after its date of passage and publication as required by law.

PASSED, APPROVED AND ADOPTED on first and final reading by the City Council of the City of Buda, on this the 2nd day of October, 2017.

THE CITY OF BUDA, TEXAS

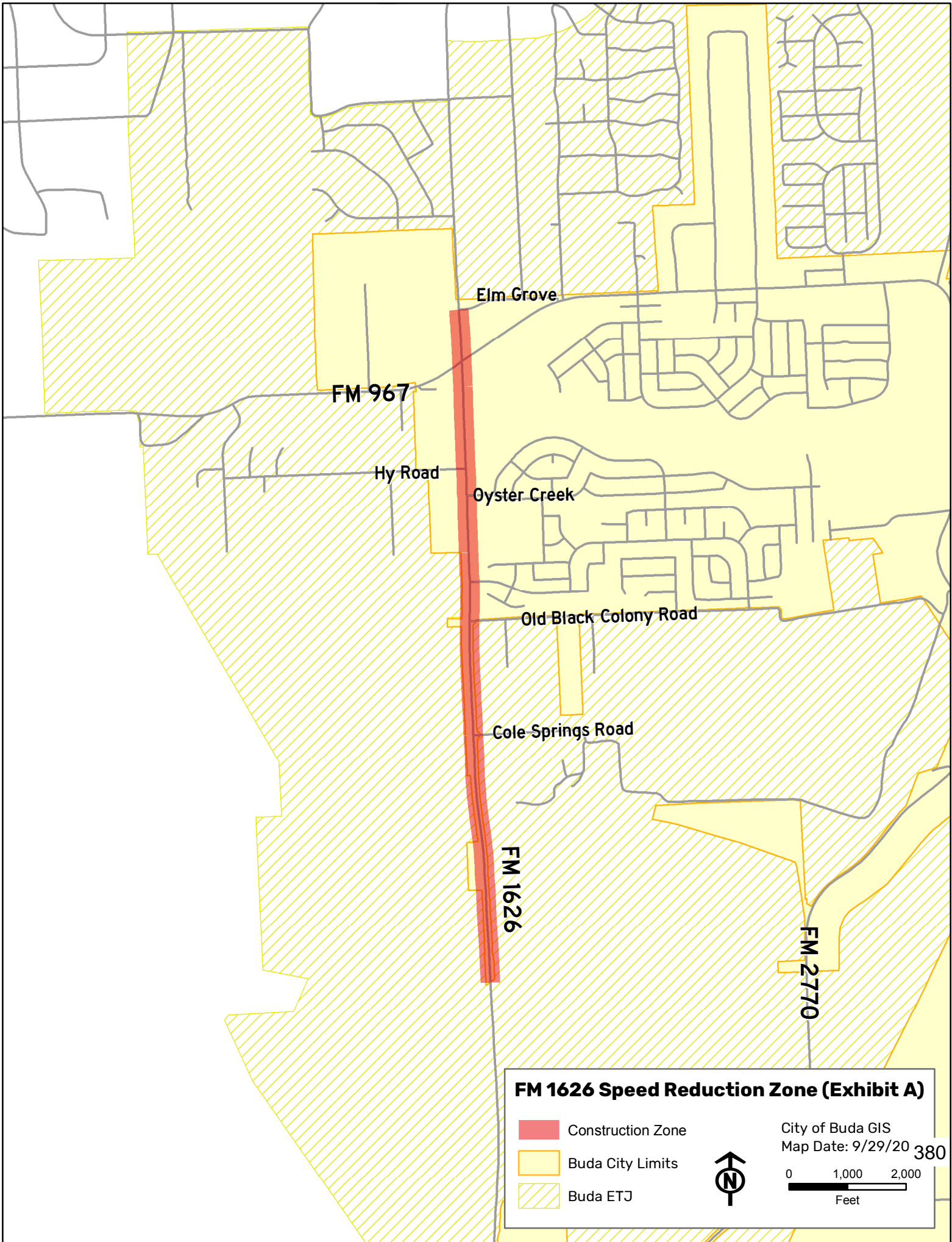
ATTEST:

Todd Ruge, Mayor

Alicia Ramirez, City Secretary

APPROVED AS TO FORM:

City Attorney



Elm Grove

FM 967

Hy Road

Oyster Creek

Old Black Colony Road

Cole Springs Road

FM 1626

FM 2770

FM 1626 Speed Reduction Zone (Exhibit A)

- Construction Zone
- Buda City Limits
- Buda ETJ



City of Buda GIS
Map Date: 9/29/20
0 1,000 2,000
Feet

380



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-675-

Contact: Kristin Williams

Subject: Update on the Task Force on Aging (Human Resources Director Kristin Williams)

1. Executive Summary

The City of Buda Task Force on Aging's mission is to enhance the quality of life of Buda's senior residents through planning, coordinating, and monitoring the availability of services and information.

The Task Force would like to provide Council with an update on the progress and future goals.

2. Background/History

Council requested that the city research the need for a commission on Aging Adults and their caregivers in the area.

Listed below are a few of the critical needs revealed throughout this process. 1) The need for a clearinghouse for information and resources available in print form at a walk-in site(s) and in an electronic space. 2) The need for additional transportation resources to cover a broader geographic reach and with more hours of service. 3) The desire to volunteer and know more about available volunteer opportunities for older citizens of Buda. 4) More than one mention of intergenerational program opportunities. 5) Some comments about the need for additional cultural and learning activities (art, cooking, dancing, etc).

3. Staff's review and analysis

The City's website has been a great tool for providing information to Senior Citizens and their caregivers in our community. For more details, please view our website at www.ci.buda.tx.us/515/Senior-Citizen-Resources.

4. Financial Impact

None at this time.

5. Summary/Conclusion

The Task Force on Aging will continue to learn and provide information to meet the needs of our

senior citizens.

6. Pros and Cons

Pros - We are reaching the community and communicating existing programs through our community outreach events, city website and social media.

Cons - We cannot solve issues, such as; the need for more transportation, affordable housing, etc.

7. Alternatives

Forming a Commission on Aging

8. Recommendation

The Task Force would like to complete our goal in providing a clearing house with trained individuals.



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-680-

Contact: Chance Sparks

Subject: Annexation regulatory environment following Senate Bill (SB) 6, and annexation processes & procedures applicable to Sunfield (Assistant City Manager Chance Sparks)

1. Executive Summary

In response to a City Council request for information, this staff report discusses the affects of SB 6, passed during the 85th Legislature Special Session, on Buda's annexation authority. Due to Buda's location within a Tier 1 County, its annexation processes & regulations are not substantially altered. It is notable, however, that SB 6 creates a process whereby Hays County could become a Tier 2 County and significantly alter Buda's ability to annex in the future.

A separate memorandum is attached discussing Sunfield MUD and annexation.

2. Background/History

During the 85th legislature, several bills were considered pertaining to annexation. SB 715 was ultimately not approved in the regular session due to significant municipal opposition and filibusters by Legislators. Ultimately, SB 6 was passed during the special session.

3. Staff's review and analysis

SB 6 passed after going through multiple iterations. This bill was a comprehensive revision to Chapter 43 of Local Government Code. Hays County is a Tier 1 County, but item 2 listed below could turn it into a Tier 2 County. Cities in Tier 1 Counties, such as Buda, have similar authority as now, while cities in Tier 2 Counties have their annexation abilities substantially reduced through procedural requirements. The following highlights key components of SB 6, as passed:

1. A "Tier 1 county" means a county with a population of less than 500,000, except some counties not included because they have "Texas Parks and Wildlife Department Freshwater Fisheries."
2. A "Tier 2 county" means a county with a population of 500,000 or more, or a Tier 1 county that opts to become a Tier 2 county through a petition and signed by 10 percent for the registered voters in the county and approval at a countywide election.
3. A "Tier 1 municipality" means a municipality wholly located in one or more tier 1 counties that proposes to annex an area wholly located in one or more tier 1 counties.
4. A tier 2 municipality is authorized to annex an area with a population of 200 or more only if the following conditions are met, as applicable: (a) the city holds an election in the area proposed to be

annexed at which the qualified voters of the area may vote on the question of the annexation and a majority of the votes received at the election approve the annexation; and (b) if the registered voters of the area do not own more than 50 percent of the land in the area, the city obtains consent to annex the area through a petition signed by more than 50 percent of the owners of land in the area.

5. A tier 2 municipality may annex an area with a population of less than 200 only if the city obtains consent to annex the area through a petition signed by more than 50 percent of the registered voters of the area, or if the voters don't own more than 50 percent of the land in the area, the petition must be signed by the owners of more than 50 percent of the land in the area.

More specifically, the bill provides – among many other things – that:

1. A tier 1 municipality can continue to annex under the existing procedures for plan annexations (subchapter C three-year negotiation process) or exempt annexations (subchapter C-1 service plan, notice, and hearing process).
2. Most of the existing, statutory authority to annex is codified into the newly-created subchapter B.
3. In relation to provision of solid waste services by a tier 1 municipality, before the second anniversary of the date an area is annexed, the municipality may not: (a) prohibit the collection of solid waste in the area by a privately owned solid waste management service provider; or (b) offer solid waste management services in the area unless a privately owned solid waste management service provider is unavailable.
4. A new subchapter C-2 is and certain bracketed provisions are transferred to that subchapter.
5. A new subchapter C-3 is created that applies only to a tier 2 municipality and authorizes annexation if each owner of land in the area requests annexation, two public hearings are held, and the governing body negotiates and enters into a written agreement with the owners of land in the area for the provision of services in the area;
6. A new subchapter C-4 is created that applies only to a tier 2 municipality and authorizes annexation of an area with a population of less than 200 only if the city obtains consent to annex the area through a petition signed by more than 50 percent of the registered voters of the area.
7. The governing body of a city that proposes to annex an area under subchapter C-4 must, among other things, adopt a resolution that includes a description of the services to be provided to the area.
8. Not later than the seventh day after the date the governing body adopts the resolution under (8), above, the city must mail to each resident in the area proposed to be annexed notification of the proposed annexation that includes: (a) notice of a public hearing required by the bill; (b) an explanation of the petition process; and (c) a description, list, and schedule of services to be provided by the city.
9. If the governing body of a city proposes to annex an area under subchapter C-4 and a petition protesting the annexation is signed by a number of registered voters of the municipality proposing the annexation equal to at least 50 percent of the number of voters who voted in the most recent municipal election, the municipality may not complete the annexation of the area without approval of a majority of the voters of the municipality voting at an election.
10. A new subchapter C-5 is created that applies only to a tier 2 municipality and authorizes the annexation of an area with a population of 200 or more only if the following conditions are met, as applicable: (a) the city holds an election in the area proposed to be annexed at which the qualified voters of the area may vote on the question of the annexation and a majority of the votes received at the election approve the annexation; and (b) if the registered voters of the area do not own more than 50 percent of the land in the area, the city obtains consent to annex the area through a petition signed by more than 50 percent of the owners of land in the area.
11. The governing body of the municipality that proposes to annex an area under subchapter C-5 must, among other things, follow procedures that are similar to (8-9), and (10), above.
12. With regard to an existing strategic partnership agreement, a municipality shall follow the procedures established under the strategic partnership agreement for full-purpose annexation of an area.
13. With certain very limited exceptions, beginning September 1, 2017, a tier 2 city may annex an

area for the limited purposes of applying its planning, zoning, health, and safety ordinances in the area only if it complies with the procedures in (6-12), above.

14. Conforming changes are made to the “disannexation for failure to provide services” provision in current law, with some changes making the process more favorable to those in an annexed area.

15. A municipality may not annex an area unless it provides written notice of the proposed annexation within a certain timeframe to each public entity and political subdivision that is located in or provides services to the area that includes, among other things: (a) any financial impact on the public entity or political subdivision resulting from the annexation, including any changes in the public entity’s or political subdivision’s revenues or maintenance and operation costs; and (b) any proposal the municipality has to abate, reduce, or limit any financial impact on the public entity or political subdivision.

16. Until the 20th anniversary of the date of the annexation of an area that includes a permanent retail structure, a municipality may not prohibit a person from continuing to use the structure for the indoor seasonal sale of retail goods if the structure: (a) is more than 5,000 square feet; and (b) was authorized under the laws of this state to be used for the indoor seasonal sale of retail goods on the effective date of the annexation.

17. The annexation law may be enforced only through mandamus or injunctive or declaratory relief and a city’s immunity from suit is waived for that purpose.

18. A court may award reasonable an necessary attorney’s fees to the prevailing party in an action brought under the annexation law.

With regard to specific cities or types of annexations, the bill provides that:

1. The City of Austin: (a) may not annex an area that is subject to a strategic partnership agreement executed on or after September 1, 2009, and for which an area proposed for annexation will be annexed before January 1, 2021, unless it complies with (6-12), above; and (b) may not annex the territory in certain municipal utility districts unless a majority of the total number of voters voting in all of the districts’ elections vote in favor of authorizing the annexation.

2. The City of Fort Worth is authorized to annex without consent certain enclaves that are surrounded by the city.

3. Various exemptions from certain annexation requirements for the City of Houston are removed.

4. A city may annex all or part of the area located in an industrial district designated by the governing body under the requirements applicable to a tier 1 municipality, but only: (a) on or after the date the contract expires, including any period renewing or extending the contract; or (b) as provided by the contract.

5. A city may annex an area for full or limited purposes, under the annexation provisions applicable to that city under the bill (i.e., an approval election for an annexation in a Tier 2 county), any part of the area located within five miles of the boundary of a military base, but that the annexation proposition for such an annexation shall be worded to allow the voters to choose between either annexation or providing the city with the authority to adopt and enforce an ordinance regulating the land use in the area in the manner recommended by the most recent joint land use study.

6. No provision is made for non-annexation agreements with agriculture exempt property, thus such agreements are governed by their existing terms.

4. Financial Impact

Informational only.

5. Summary/Conclusion

Buda’s annexation authority is not significantly altered by the passage of SB 6 from the 85th Legislature Special Session.

A separate memo discusses implications of Sunfield annexation.

6. Pros and Cons

N/A

7. Alternatives

N/A

8. Recommendation

N/A

MEMORANDUM



TO: The Honorable Mayor and City Council
FROM: Chance Sparks, Assistant City Manager
THROUGH: Kenneth Williams, City Manager
Date: July 27, 2017
Re: Annexation of Sunfield Municipal Utility District

The City Council requested information regarding annexation of portions of the Sunfield Municipal Utility District (MUD). In response, this memo provides some relevant general background on MUDs, Sunfield agreement background, descriptions of Buda’s annexation authority in each of Sunfield’s four MUDs, and concluding implications of Buda annexing one of the MUDs.

Municipal Utility District Background

A Municipal Utility District (MUD) is one of several types of special districts that function as independent, limited governments. The purpose of a MUD is to provide a developer an alternate way to finance infrastructure, such as water, sewer, drainage, and road facilities. Managed by a Board elected by property owners within the MUD, a MUD may issue bonds to reimburse a developer for authorized improvements and the MUD will utilize property tax revenues and user fees received from water and sewer services operated by the MUD to repay the debt. As the MUD pays off its debt, more of its tax revenue can be directed to other services. Originally, MUDs were very limited in what they were allowed to finance and what services they could provide. Over time, MUDs began taking on more responsibilities and providing enhanced services for the residents, such as parks and recreation, deed restriction enforcement, and solid waste service. This can present a challenge for cities annexing MUDs, as municipal annexation service plans require provision of equivalent services. MUDs rely on the County to provide police and road maintenance services and Emergency Service Districts (ESDs) for provided fire protection and EMS.

Texas law requires that MUDs be annexed in their entirety; a City cannot annex just a portion. If the City annexes a MUD before its bonds are paid in full, the City must assume the balance of MUD debt and reimburse the developer for any un-bonded facilities. The developer of a MUD who is prevented from being reimbursed through bonds issued by the District must be paid by the annexing city all the actual costs and expenses incurred in connection with developing the district that are eligible for reimbursement from bond proceeds under the rules of the TCEQ.

Some cities pay a portion of this debt by enacting post-annexation surcharges to property owners formerly part of a MUD as provided for by state law. This is a charge on a homeowner's utility bill and is calculated based on the amount of debt that the City absorbs at the time of annexation. If full purpose annexation is deferred until the MUD bonds are paid in full, this development would be excluded from the City's tax base for that period of time, reasonably decades.

Relevant Sunfield Agreement Background

Restrictions on the City's ability to annex the property within Sunfield MUD No. 1 go back to May 2003, when the City consented to the creation of Winfield MUD No. 1. That agreement designated Winfield District No. 2 as the "master district" that would be responsible for coordinating the provision of water, sewer, drainage, and other services and facilities to itself and Districts 1, 3 and 4. Ultimately, MUD No. 4 was actually designated as the Master District. In the consent agreement, the City agrees not to annex District No. 1 prior to the installation of 90% "of the facilities for which District 1, or District 2 as the master district for Districts 1, 2, 3 and 4, has the right to install or cause to be installed under this Agreement."

Two years after the consent to the creation of District No. 1, the City entered into an interlocal agreement with the City of Austin exchanging portions of each city's ETJ. This Agreement essentially brought MUD's 3 and 4 within Buda's ETJ and moved MUD No. 2 into Austin's ETJ.

In September 2006, the City entered into a Strategic Partnership Agreement between the City of Buda and Sunfield MUD No. 1. That agreement clarified the annexation provisions initially set out in the consent agreement from 2003. It established a "Conversion Date" which provided that conversion to full purpose annexation could occur no sooner than the earlier of the following dates: (1) 30 years after the effective date of the SPA (October 3, 2036); or (2) upon the issuance of bonds necessary for 90% of the utility infrastructure necessary for the District (such determination is not to be based on the bonds authorized, but rather on the bonds necessary to provide facilities for the development of all land within the District). If the City wishes to convert to full purpose annexation, but the parties cannot agree on the determination of the conversion date, they will submit the matter to binding arbitration; the City would need to notify the District of its belief that the 90% threshold has been met. The agreement also specifies **that upon conversion to full purpose annexation, the City assumes all obligations, liabilities, indebtedness and assets of the District**, as provided by law.

Also in September 2006, the City entered into an "Economic Development Agreement between the City of Buda and 2428 Partners" which incorporated the terms of the Strategic Partnership Agreement into the Economic Development Agreement.

In November 2006, the City entered into a development agreement with the Shops at Sunfield. The property subject to this agreement is wholly within Sunfield MUD No. 1; the agreement provides that the property subject to the agreements shall not be subject to full purpose annexation during the term of the agreement until the conversion date established in the Strategic Partnership Agreement.

Authority to Annex in Each Sunfield MUD

A map of the respective MUD boundaries is provided below.

Sunfield MUD No. 1. As discussed above, the City has contractually limited its ability to annex MUD No. 1. The City must wait until issuance of 90% of the bonds necessary to construct the district’s facilities, or September 2036, whichever is sooner.

Sunfield MUD No. 2. Because MUD No. 2 is now within the City of Austin’s ETJ, it cannot be annexed by the City of Buda.

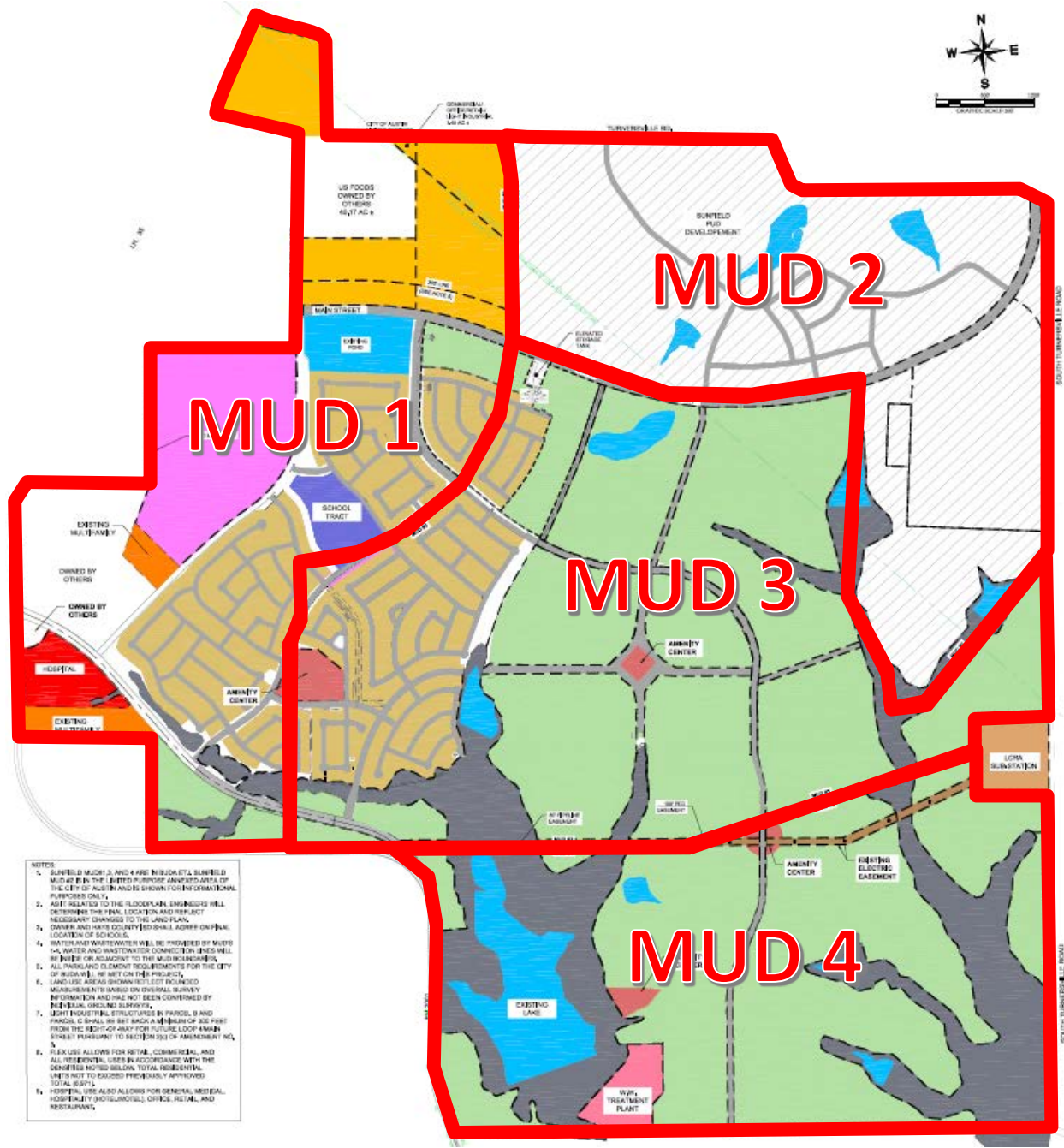
Sunfield MUD No. 3. Because MUD No. 3 is not contiguous to the city limits, the City is not able to unilaterally annex the district at this time. Should the City limits become contiguous to the District, then the City may annex the District, but the City would assume all of the District’s debts, liabilities, and obligations pursuant to Local Government Code Section 43.075.

Sunfield MUD No. 4. Because MUD No. 4 is not contiguous to the city limits, the City is not able to unilaterally annex the district at this time. Should the City limits become contiguous to the District, then the City may annex the District, but the City would assume all of the District’s debts, liabilities and obligations pursuant to Local Government Code Section 43.075. Annexation of MUD No. 4 would also result in the City assuming all obligations to purchase water from the GBRA pursuant to existing raw water contracts between 2428 Partners and GBRA. Under the existing “Contract for Raw Water Service,” which expires in 2050, the City would be obligated to pay for an annual commitment of up to 3,136 acre-feet per year; however, the contract provides the water purchaser with the right to terminate the agreement upon 30 days notice. Under the “water delivery” contract between the GBRA and 2428 Partners, which also runs through the end of 2050, the City may become obligated to pay monthly fees designed to reimburse the GBRA for the design, construction, maintenance and operation of the raw water delivery system. The water delivery contract also includes an obligation to pay for a pro rata share of debt service coverage. The agreement also contractually fixes water rates at an amount sufficient to make prompt payment of all the contractual payments contained.

Annexation of MUD no. 4 would also include the obligations set forth in the existing wastewater operating agreement between 2428 Partners, Sunfield MUD No. 4 and the GBRA. This would include any debt associated with the wastewater treatment plant located in MUD No. 4.

Concluding Implications of Annexing Sunfield MUD

Following conversion to full purpose annexation and dissolution of the District, all of the obligations, liabilities, indebtedness, and assets of the District, including but not limited to the District’s Bonds, shall be assumed by the City. Given that the MUD tax rate is \$0.9000 and Buda’s tax rate is \$0.3704, **it is likely Buda would need to substantially increase the City’s I&S tax rate to absorb the indebtedness. Likewise, Buda would need to increase M&O funds to properly maintain the additional assets.** In addition, certain contractual circumstances require satisfaction. In particular, staff would need to carefully assess whether the 90% bond-issuance threshold has been achieved. Satisfaction of the 90% threshold appears unlikely given the large amount of undeveloped commercial property around U.S. Foods, which would require significant MUD bond-supported infrastructure to develop. Likewise, staff would need to determine whether the language of the Sunfield Agreement exempts the requirement for a 3-year annexation plan and constitutes voluntary consent to annexation, as it involves more than 100 occupied parcels.



- NOTES:
- SUNFIELD MUDS 1, 2, 3, AND 4 ARE IN UNDEVELOPED SUNFIELD MUDS IN THE LIMITED PURPOSE ANNEXED AREA OF THE CITY OF AUSTIN. AREAS SHOWN USING GRAY HATCH PATTERN ONLY.
 - ASSET RELATED TO THE FLOODPLAIN ENGINEERS WILL DETERMINE THE FINAL LOCATION AND HEIGHT NECESSARY CHANGES TO THE LAND PLAN.
 - OWNER AND HAYS COUNTY SHALL AGREE ON FINAL LOCATION OF SCHOOLS.
 - WATER AND WASTEWATER WILL BE PROVIDED BY MUDS. WATER AND WASTEWATER CONNECTION LINES WILL BE BURIED OR ADJACENT TO THE MAINS/SEWER LINES.
 - ALL PARKS AND ELEMENT REQUIREMENTS FOR THE CITY OF AUSTIN WILL BE SET ON THE PROJECTS.
 - LAND USE AREAS SHOWN REFLECT ROUNDED MANEUVERMENTS BASED ON OVERALL SEWER MANEUVERMENTS AND ARE NOT BEEN CONTROLLED BY THE PLAN, OR LOCAL ORDINANCES.
 - EXISTING INDUSTRIAL STRUCTURES IN PARCELS B AND PARCELS C SHALL BE SET BACK A MINIMUM OF 300 FEET FROM THE RIGHT OF WAY FOR FUTURE DEVELOPMENT STREET PURSUANT TO SECTION 203 OF AMENDMENT NO. 5.
 - FLX USE ALLOWS FOR RETAIL, COMMERCIAL, AND ALL RESIDENTIAL USES IN ACCORDANCE WITH THE DEVELOPED ACTING BILLING. TOTAL RESIDENTIAL UNITS NOT TO EXCEED PREVIOUSLY APPROVED TOTAL UNITS.
 - HOSPITAL USE ALSO ALLOWS FOR GENERAL HOSPITAL, HOSPITALITY (HOTELS/RESORTS), OFFICE, RETAIL, AND RESTAURANTS.



City Council Agenda Item Report

Date: Monday, October 2, 2017

Agenda Item No. 2017-681-

Contact: Chance Sparks

Subject: Effect of House Bill (HB) 7 regarding municipal regulation of the removal of trees on private property and the impact to Buda's tree preservation requirements (Assistant City Manager Chance Sparks)

1. Executive Summary

HB 7 regarding municipal regulation of trees on private property passed during the 85th Legislature special session. Based on review, Buda's tree preservation regulations were not affected, as Buda does not charge the type of "mitigation fee" described in the bill and already has a tree credit provision. Buda's regulations instead focus on planting of replacement trees or payment of a fee-in-lieu for mitigation.

2. Background/History

Municipal tree protection regulations became a significant topic during the 85th Legislature Regular Session and Special Session. Proposed legislation was wide-ranging in scope. Ultimately, HB 7 passed during the special session. HB 70, which was a full preemption bill that we opposed, did not pass. HB 7 did pass. This bill was negotiated between municipal interests, developer interests and homeowner interests during the regular session. It did have several detrimental amendments added on during the special session, but those were ultimately stripped off.

HB 7 requires a municipality that imposed a tree mitigation fee for tree removal necessary for development or construction on a person's property to allow that person to apply for a tree planting credit to offset the fee. The amount of the credit must be at least 50 percent of the assessed tree mitigation fee and be applied in the same manner. For residential, cities cannot charge a mitigation fee for trees under 10" caliper when measured at 4.5' above natural grade.

To qualify for a credit, a tree would have to be:

- planted on property where the tree mitigation fee was assessed or on property agreed upon by the municipality and the property owner; and
- at least two inches in diameter at the point on the trunk 4.5 feet above ground.

As long as a municipality provided a tree planting credit to offset the tree mitigation fee, the bill would not affect the municipality's ability to determine:

- the size, number, and type of trees that would need to be planted to receive a credit, except as

provided by the bill's credit qualification provisions;

- the requirements for tree removal and corresponding tree mitigation fees; or
- the requirements for tree planting methods and management practices to ensure that the tree grew to anticipated height at maturity.

3. Staff's review and analysis

HB 7 does not substantially affect Buda. Buda does not charge the type of "mitigation fee" described in HB 7. Buda's regulations instead focus on physical tree replacement (based on certain ratios) or payment of a fee-in-lieu of mitigation. Buda also already provides for a tree credit. This is true of most cities. The only other fee charged is a review fee for a tree removal permit.

As a result, Buda is not affected by HB 7.

Speaking from a municipal authority perspective, however, the final bullet points listed under background/history are interesting. Several planners across the state have observed that HB 7, by stating the law does not restrict certain things, essentially affirms municipal authority to regulate trees on private property as a public good.

4. Financial Impact

N/A

5. Summary/Conclusion

The City of Buda is not affected by HB 7 as it pertains to tree regulations.

6. Pros and Cons

7. Alternatives

N/A

8. Recommendation

N/A

PENDING/FUTURE ITEM REQUEST

MEETING DATE	COUNCIL MEMBER	REQ#	REQUESTED ITEM
9/19/2017	Urbanovsky	1)	FEMA Map review at next meeting to clear up some discrepancies and concerns by citizens.
9/19/2017	Altmiller	2)	Fill P&Z Vacancy
9/19/2017	Altmiller	3)	create Tourism Board
9/19/2017	Altmiller	4)	Water/Wastewater impact fees;
9/19/2017	Altmiller	4)	roadway fees (which are currently in the FY 2018 Budget); and stormwater impact fee
9/19/2017	Altmiller	5)	Reconsider the Drainage/Stormwater Utility fee concept
9/19/2017	Ruge	6)	transferring the designated names of the rooms at the Library
9/19/2017	Ruge	7)	Update on material differences between House Bill 7 regarding to municipal regulation of the removal of trees on private property and the impact to Buda's tree ordinance
	staff		Senior Task Force Update
	staff		Barton Springs Edwards Aquifer Conservation District Update
9/5/2017	Haehn	3)	Review on design criteria for road construction
9/5/2017	Altmiller	2)	Sustainability Commission's draft Conservation Plan
8/15/2017	Altmiller	1)	reconsider and review the City's Ethics Ordinance within the next three months
8/15/2017	Ruge	2)	schedule the Council Committee appointments at the December meetings to fill the different appointments vacated by outgoing Council Members
8/15/2017	Ruge	3)	Appointment to the Capital Area Regional Committee. Appointments are made by the Agricultural Commissioner Sid Miller and appointees must be elected officials.
	staff	1)	City Manager & Judge evaluations
8/1/2017	NONE		
7/18/2017	Altmiller & Urbanovsky	1)	Annexation plan and process update, incl annexation legislative changes and Sunfield
7/8/2017	Council	1)	Develop a sales tax contingency plan for high and low allocations (include funding alternatives)
			Update on Property Tax Freeze
7/5/2017	Altmiller	1)	Street Closure: establish administrative procedure for internal approval
6/6/2017	Mayor	1)	Council representative to serve on Housing Plan Committee
12/20/2016	Altmiller	1)	Pursue & consider CAPCOG Grant Opportunity for Household Hazardous Waste programs
11/15/2016	Haehn	1)	Conduct study on the impact of freezing property tax / exemption for elderly