

CITY OF MUSTANG RIDGE
ORDINANCE NO. 24-00494

AN ORDINANCE OF THE CITY COUNCIL OF MUSTANG RIDGE, TEXAS, REGARDING REQUEST OF CLAY PARTNERS-MUSTANG RIDGE LAND #1, LP FOR LIMITED PUMP AND HAUL WASTEWATER SERVICE; PROVIDING A REVOCABLE AGREEMENT; AND PROVIDING AN EXPIRATION DATE.

WHEREAS, Clay Partners ("Developer") owns approximately 49.619 acres of land located in Travis County, Texas, within the City Limits of the City of Mustang Ridge (the "Property"), as more particularly described in **Exhibit A**; which Developer intends to develop the Property as a commercial development project; and

WHEREAS, Developer has requested an agreement ("Agreement") from the City allowing Developer to contract for temporary wastewater collection, transportation, treatment, and disposal services to the Property by pump and haul until such time as a more permanent solution is in place; and

WHEREAS, the City Council has determined that local regulation of pump-and-haul services within the City and its extraterritorial jurisdiction ("ETJ") is necessary to promote the health, safety, or general welfare of local residents and the safe, orderly, and healthful development of the City; and

WHEREAS, Developer has agreed to pay all of the costs of temporary pump and haul wastewater service, including any fees or other charges paid or payable to the City in connection with the preparation or administration of this Agreement; and

WHEREAS, the City and Developer desire to set forth, by this Ordinance, the terms and conditions governing the Agreement to limited and temporary pump and haul wastewater service by the Developer to the Property.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MUSTANG RIDGE:

1. WASTEWATER PUMP AND HAUL SERVICE PROVIDED.

- a. Developer, at its sole cost and expense, shall cause wastewater from the Property to be pumped and hauled and disposed of in a manner that is compliant with applicable local, state, and federal regulations, and that does not result in any spills, leaks, or detriment to the public health, safety, or welfare for the duration of this Agreement.
- b. Developer shall maintain with the City at all times a valid and executed agreement with a duly licensed sewage transporter ("Contractor"), who must be registered with the City, to provide sewage transportation services. The agreement must include a contingency plan that addresses how the Developer and/or Contractor will respond to inclement weather and/or a vehicular accident that causes effluent to be released during transport or which otherwise affects the availability of vehicle(s) used for transport. Developer or Contractor shall further maintain with the City at all times the Contractor's current contact information and designated representatives who are available twenty-four hours a day, seven days a week, to respond to complaints or issues related to wastewater disposal.
- c. The agreement in Section 1(b) shall include a contingency plan detailing how Developer and/or other responsible party or parties will respond to an accident or other emergency which compromises the structural integrity of a holding tank or which otherwise results in the release of effluent before, during, or after it is stored in a holding tank.

- d. Developer acknowledges and agrees that during the normal business hours during the operation of the temporary wastewater system, City or its agents may enter and inspect the property upon which the temporary wastewater system facility and equipment is located to confirm the continuing compliance with the above conditions, any violation of which is subject to immediate revocation of this Agreement. Developer must also provide any reasonable and necessary documentation requested by City to confirm continued compliance with the above conditions within five (5) business days of such request. Developer must provide City any notice of violations or enforcement from the TCEQ or EPA regarding the temporary wastewater system within five (5) days of becoming aware of such notice. In addition, Developer must provide notice to the City of any changes in the status of the above conditions within 24 hours of such change.
- e. Developer shall make commercially reasonable efforts to cause Contractor to maintain complete records of the pump and haul service provided, and Developer shall maintain with the City a current copy of any reports required by applicable state and federal regulations related to providing pump and haul services. These reports shall be filed with the City no less than three (3) business days after they are filed with the respective state or federal agencies.

2. EFFLUENT VOLUME LIMITATIONS.

Wastewater effluent pumped, stored, treated, or hauled under this Agreement shall not exceed 1,000 gallons per day. Effluent volume in excess of this limitation without prior consent of the City shall be cause for immediate termination of this Agreement.

3. INSURANCE REQUIRED.

- a. Developer or the Contractor selected by Developer to provide services under this Agreement shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services as required by this Agreement. All certificates of insurance and endorsements shall be furnished to the City at the time of execution of an agreement for pump and haul services with the Contractor or within ten (10) days from the Effective Date of this Agreement, whichever is sooner.
- b. Insurance policies required:
 - i. General Commercial Liability Coverage – Minimum of \$1,000,000.00 per occurrence for bodily injury and property damage; \$2,000,000.00 aggregate.
 - ii. Business Automobile Liability Coverage. – Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily injury and property damage.
 - iii. Umbrella/Excess Liability Coverage -- Minimum of not less than \$1,000,000.00.

4. TERM OF AGREEMENT.

The Ordinance and Agreement shall be effective immediately following publication as required by law ("Effective Date"), and shall expire 12 months after the Effective Date. This Agreement may be renewed and extended by the City Council upon receipt of a written request from the Developer not less than 30 days prior to its expiration. Fees or other charges paid or payable to the City in connection with the preparation or administration of this Agreement shall survive termination of this Agreement.

5. ASSIGNMENT.

Developer's rights and obligations under this Agreement may be assigned by Developer to one or more purchasers of all or part of the Property; provided the City Council must first approve and

consent to any such assignment by Developer of this Agreement or of any right or duty of Developer pursuant to this Agreement, which consent shall not be unreasonably withheld or delayed.

6. ENFORCEMENT.

The City shall pursue such injunctive relief, in addition to any other rights or remedies afforded to it as a Type A General Law City, in the event that Developer fails to comply with any term or condition of this Agreement, including any applicable local law.

7. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement between the Parties regarding the subject matter hereof. To the maximum extent permitted under the law, no terms shall be implied by operation of law or otherwise. This Agreement shall supersede all previous communications, representations, or agreements, either oral or written.

PASSED AND APPROVED this 16th day of September, 2024.

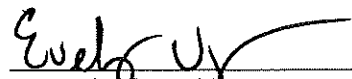


APPROVED:



MAYOR, CITY OF MUSTANG RIDGE

ATTEST:



CITY SECRETARY

THE STATE OF TEXAS §

§

COUNTIES OF CALDWELL & TRAVIS §

I, the duly appointed, qualified and acting City Secretary of Mustang Ridge, Texas, do hereby certify that the above and foregoing ordinance was read at a regular/special (circle one) meeting of the City Council of Mustang Ridge, Texas, held on the 16 day of September, 2024; that written notice of the date, place, and subject of said meeting was publicly posted at least 72 hours preceding the day of said meeting; that the Mayor David Bunn, and S Council members:

1. Moraima Duran
2. Gabriel Vallejo
3. Cassandra Dailey
4. Adrienne M. Deal
5. Cecilia Padilla-Lopez

were present at said meeting and acted as the Council throughout; that the same has been signed and approved by the Mayor and is duly attested by the City Secretary; and that the same has been duly filed with the City Secretary and recorded by the City Secretary in full in the books for the purpose of recording the ordinances of the City of Mustang Ridge, Texas.

EXECUTED under my hand and the official seal of the City of Mustang Ridge, Texas at said City, this 16 day of September, 2024.

Evelyn Uy
City Secretary
City of Mustang Ridge, Texas



Attachment A:



4 pgs

202400139

PLAT

ASSOCIATED DOCUMENTS:

Tax Certificate - 2024091404

- ☒ **STAYS IN FILE**
- ☐ **CALL FOR PICK UP #**
- ☐ **RETURN TO:**



FILED AND RECORDED OFFICIAL PUBLIC RECORDS

Dyana Limon-Mercado

**Dyana Limon-Mercado, County Clerk
Travis County, Texas**

202400139

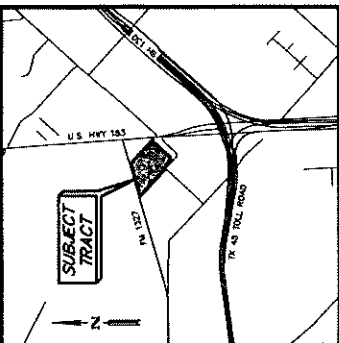
Aug 19, 2024 08:38 AM

Fee: \$128.00

MACEDOS

20240039

LAND USE SCHEDULE		
DESCRIPTION	NO.	ACREAGE
NON-RESIDENTIAL	2	49.819 AC.



GARY EDWARD GRANT, CLIFFORD GUIS
GRANT AND RONNIE LEE GRANT
REMAINDER OF A CALLED 13.637 ACRES
(TRACT ONE)
VOL. 5028, PG. 280 D.R.T.C.

LOT 21

IRMA MAY A. FERNANDEZ DE LEON
CALLED 7.843 ACRES PORTION OF LOT 21
DOC. NO. 2018006771
C.B.T.C.

1A
BLOCK A
33.734 ACRES

MATCHLINE--SHEET 1
MATCHLINE--SHEET 2

Q333333

P.C.	DATED RECORDS OF TRANS COUNTY
DOC.	DOCUMENT
NO.	NUMBER
P.C.	OFFICIAL PUBLIC RECORDS OF TRANS COUNTY
INC.	RIGHT-OF-WAY
P.C.	REAL PROPERTY RECORDS OF TRANS COUNTY
DOC.	DEPARTMENT OF TRANSPORTATION
NO.	VOLUME
P.C.	RECORD INFORMATION DOC. NO.'S. 2022037867
INC.	FOUNDS VZT HIGH RISK
P.C.	(NOT RECORDED)
DOC.	SET 1/27 IRON ROAD WY TOLE INC.' CAP
NO.	A CALCULATED POINT

AMENDED PLAT OF
LOTS 1-3, BLOCK A
MUSTANG RIDGE BP

LOCATED IN THE
AUGUSTUS KINCHELOE SURVEY ABSTRACT NO. 457
TRAVIS COUNTY, TEXAS

OWNERS: CLAY PARTNERS-MUSTANG RIDGE LAND #1, L.P.
1244 N. POST OAK

SUITE 200
HOUSTON, TEXAS 77055
PHONE: (713) 827-1395

ACREAGE: 49.819 ACRES
SURVEY: AUGUSTUS KINCHLOE, ADS-457

NUMBER AND ACREAGE
BY LOT TYPE:

PLAY PREPARED: 3/25/2024

SURVEYOR: RICE, INC. (JONATHAN O. NOBLE, S. RPLS)

PHONE: (512) 878-0441
BOCE, INC. (THOMAS PHARR, PE)

PHONE: (512) 852-1846

BGE, Inc.
101 West Louis Henna Blvd., Suite 400
Austin, Texas 78728
Tel: 512-879-0490 • www.bgeinc.com

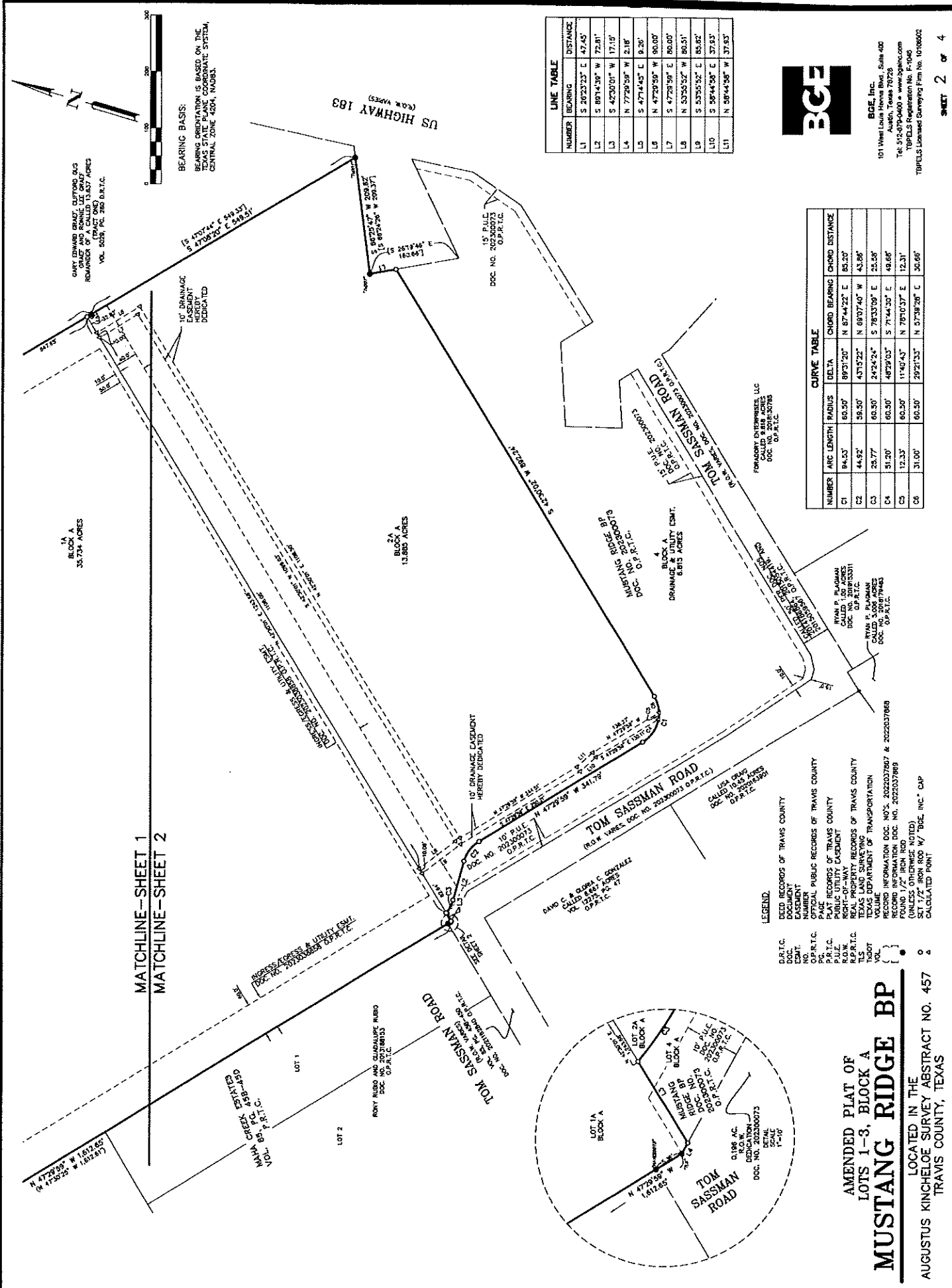
Tel: 512-879-0400 • www.bqelinc.com
 TBPEL3 Registration No. F-1048
 TBPEL3 Licensed Surveying Firm No. 10100502

TABLES Registered No. T-1048
TABLES Licensed Surveying Firm No. 10100502

MBPELS Licensed Surveying Firm No. 10100502

4 of 1

202400137



MATCHLINE-SHEET 1
MATCHLINE-SHEET 2

LINE TABLE

NUMBER	BEARING	DISTANCE
L1	S 20°23'22" E	47.45'
L2	S 80°14'30" W	72.81'
L3	S 42°30'01" W	17.15'
L4	N 77°29'58" W	21.16'
L5	S 47°14'45" E	9.26'
L6	N 47°29'59" W	90.00'
L7	S 47°29'59" E	90.00'
L8	N 53°55'52" W	80.51'
L9	S 53°55'52" E	85.92'
L10	S 58°44'58" E	37.53'
L11	N 58°44'58" W	37.53'

CURVE TABLE

NUMBER	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DISTANCE
C1	84.53'	60.50'	89°37'20"	N 87°44'22" E	85.20'
C2	44.92'	58.50'	43°15'22"	N 68°07'40" W	43.86'
C3	23.77'	60.30'	24°24'24"	S 78°33'09" E	22.58'
C4	31.20'	60.30'	48°29'03"	S 71°44'30" E	49.68'
C5	12.33'	60.50'	11°40'43"	N 79°10'37" E	12.31'
C6	31.00'	60.50'	29°21'33"	N 57°38'20" E	30.66'



BCE, Inc.
101 West Loop West, Suite 400
Dallas, Texas 75208
Tel: 512-370-0400
Toll Free: 1-800-370-0400
TXSLS Registered No. F-0406
TXSLS Licensed Surveying Firm No. 0106002

**AMENDED PLAT OF
LOTS 1-3, BLOCK A
MUSTANG RIDGE BP**

LOCATED IN THE
AUGUSTUS KINCHLOE SURVEY ABSTRACT NO. 457
TRAVIS COUNTY, TEXAS

LEGEND:

- D.A.T.C. DEED RECORDS OF TRAVIS COUNTY
- DOC. DOCUMENT
- ESMT. EASEMENT
- MAST. MASTER
- OP.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
- PG. PAGE
- P.A.T.C. PLAT RECORDS OF TRAVIS COUNTY
- R.O.W. RIGHT-OF-WAY
- R.P.R.T.C. REAL PROPERTY RECORDS OF TRAVIS COUNTY
- TLS TEXAS LAND SURVEYING
- NOT VOLUME
- RECORD INFORMATION DOC. NO. 2022037867 & 2022037868
- FOUND 1/2" IRON ROD
- SET 1/2" IRON ROD W/ "BCE, INC." CAP
- CALCULATED POINT

0.188 AC. (13,885 S.F.)
DEDICATION
DOC. NO. 2022030073
DETAL P-10'

LOT 1A
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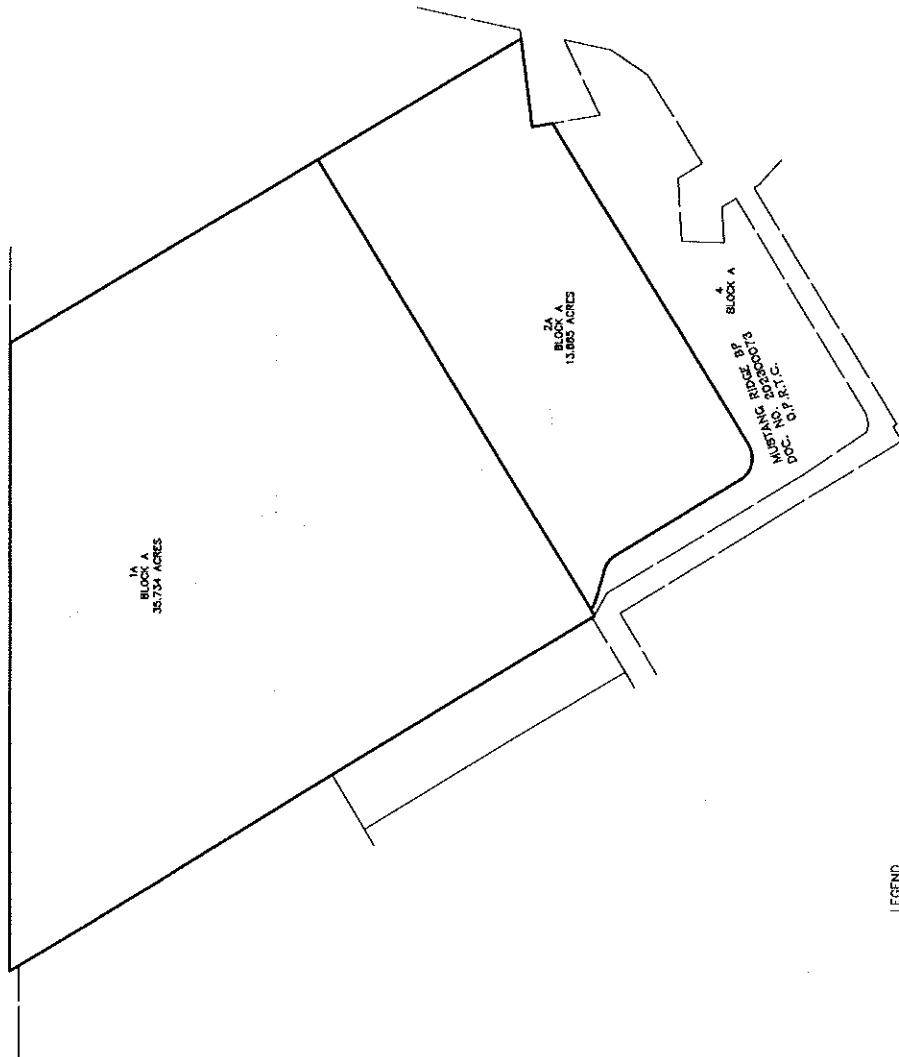
LOT 100A
BLOCK A

20240089

EXHIBIT DEPICTING LOCATION OF
LOT LINES IN DOCUMENT NUMBER
202300073 O.P.R.T.C.



BEARING BASIS:
BEARING OBSERVATION IS BASED ON THE
TEXAS STATE PLAT AND COGNITIVE SYSTEM,
CENTRAL ZONE 4224, NAD83.



AMENDED PLAT OF
LOTS 1-3, BLOCK A
MUSTANG RIDGE BP
LOCATED IN THE
AUGUSTUS KINCHELOE SURVEY ABSTRACT NO. 457
TRAVIS COUNTY, TEXAS

LEGEND:
D.R.T.C. DEED RECORDS OF TRAVIS COUNTY
DOC. NO. DOCUMENT NUMBER
O.P.R.T.C. OFFICIAL PUBLIC RECORDS OF TRAVIS COUNTY
PLAT NO. PLAT NUMBER
P.U.E. PUBLIC UTILITY EASEMENT
R.O.W. RIGHT-OF-WAY
T.E.S. TEXAS ESTATE SURVEYS
T.S. TEXAS LAND SURVEYS
T.D. TEXAS DEPARTMENT OF TRANSPORTATION
VOL. VOLUME
RECORD INFORMATION DOC. NO.'S 202307867 & 202307868
RECORD INFORMATION DOC. NO. 202307868
FOUND 1/2" IRON ROD
(UNLESS OTHERWISE NOTED)
SET 1/2" IRON ROD W/ "BCE, INC." CAP
CALCULATED POINT

BCE, INC.
101 West Louis Heine Blvd., Suite 400
Austin, Texas 78726
Tel: 512-878-0400 • www.bceinc.com
TBPFLS Registration No. F-1048
TBPFLS Licensed Surveying Firm No. 10106002