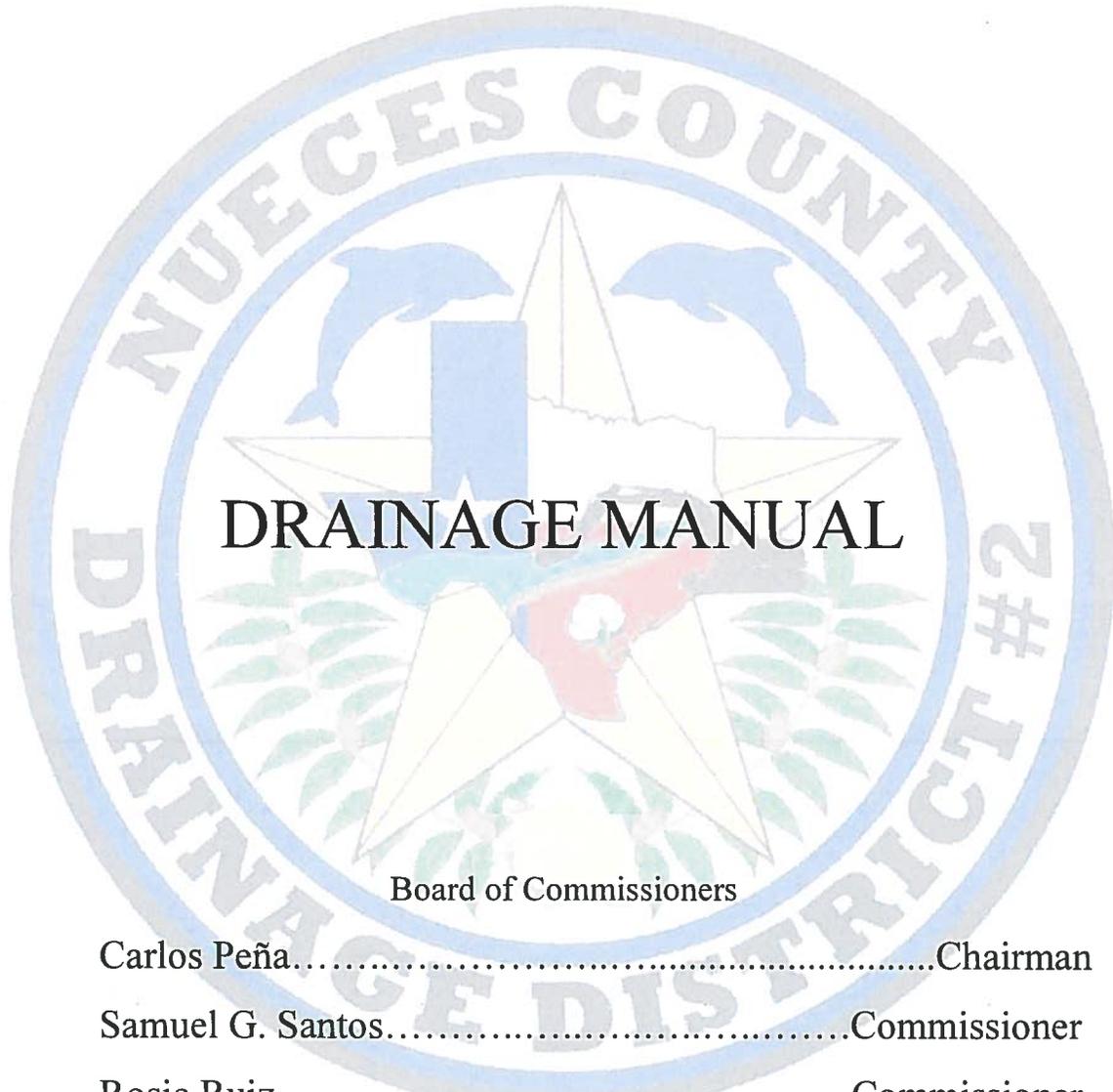


# NUECES COUNTY DRAINAGE DISTRICT #2



## DRAINAGE MANUAL

Board of Commissioners

- Carlos Peña.....Chairman
- Samuel G. Santos.....Commissioner
- Rosie Ruiz .....Commissioner

ADOPTED  
11-10-2016

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## Table of Contents

INTRODUCTION .....	1
1.1 BACKGROUND .....	3
1.2 PURPOSE .....	3
DEVELOPMENT.....	6
2.1 RESIDENTIAL AND COMMERCIAL DEVELOPMENT WITH PLATTING .....	6
2.2 POLICY REGARDING SUBDIVISION OF LAND WITHIN THE DISTRICT .....	7
2.3 PROCEDURE FOR PRELIMINARY APPROVAL OF DRAINAGE REPORT .....	14
2.4 PROCEDURE FOR FORMAL APPROVAL OF PLAT AND DRAINAGE REPORT .....	15
2.5 FEES.....	15
2.6 POLICY FOR THE APPROVAL OF CONSTRUCTION PLANS FOR NEW SUBDIVISIONS .....	17
2.7 POLICY FOR THE APPROVAL OF DETENTION FACILITIES .....	18
UTILITY, PIPELINE, AND CABLE CROSSINGS .....	18
3.1 UTILITY, PIPELINE, AND CABLE CROSSINGS .....	18
3.2 PROCEDURE .....	19
3.3 REQUIREMENTS .....	19
3.4 TEMPORARY ACCESS.....	21
3.5 FEES.....	21
CULVERT CROSSINGS AND DRAINAGE CONNECTIONS .....	23
4.1 CULVERT CROSSINGS AND DRAINAGE CONNECTIONS .....	23
4.2 PROCEDURE .....	23
4.3 REQUIREMENTS .....	24
4.4 ABANDONMENT PERMIT .....	25
4.5 FEES.....	25
4.6 EXISTING FACILITIES (UNPERMITTED).....	25
TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ).....	27
5.1 COMPLIANCE.....	27
5.2 GENERAL STORM WATER PERMIT .....	27
MAIN DRAINS.....	27
<a href="#">Figure 1. Nueces County Drainage District #2 Boundary Map .....</a>	<a href="#">4</a>
<a href="#">Figure 2. Nueces County Basin Exhibit .....</a>	<a href="#">5</a>
<a href="#">Figure 3. Ditches within Drainage District Boundary.....</a>	<a href="#">28</a>

## APPENDIX

- A. Application for Review of Subdivision Plat
- B. Fee Schedule
- C. Certification for Drainage District #2
- D. Encroachment License Agreement
- E. Letter of Credit
- F. Performance Agreement
- G. Utility Crossing Application
- H. Utility Crossing Permit/License
- I. Culvert Crossing & Drainage Connection Application
- J. Water Storage and Transportation Easement

## GLOSSARY OF TERMS

**Access Permit** – A permit which grants the Applicant the license to cross the District facility.

**Applicant** – Any person or duly designated representative applying for a permit or other type of city, federal, or state regulatory approval to proceed with a project.

**Application Package** – The application package consists of five (5) copies of the completed District Application Form (See APPENDIX G), five (5) copies of engineering drawings including Drainage Report providing details of the crossing. Drawings shall include both a plan and profile view, the limits of the District's easement or right-of-way, and physical location, utility, pipeline, and cable crossing Application Processing Fee.

**Board of Commissioners** – Board of Commissioners of the Nueces County Drainage District #2.

**County** – Nueces County

**Developer** – A person or corporation who invests in and develops the urban or suburban potentialities of real estate, especially by subdividing the land into home sites and then building houses and selling them.

**District** – Nueces County Drainage District #2.

**District Engineer** – District Engineer for the Nueces County Drainage District #2.

**District Superintendent** – District Superintendent of the Nueces County Drainage District #2.

**District's Drainage Goals and Purposes** – To provide adequate Drainage to the citizens within the District. Absent exigent and compelling circumstances, the District will not permit the artificial diversion of subdivision water runoff away from its natural and historical water courses to any other retention facilities within the District unless such retention facilities are located solely within such subdivision.

**Drainage Facility** – Any component of the Drainage system including, all facilities used for the movement of stormwater through and from a Drainage area, including, but not limited to, any and all of the following conduits and appurtenant features: channels, ditches, flumes, culverts, storm sewers, curb inlets, catch basins, headwalls, detention basins, etc., as well as all watercourses, waterbodies and wetlands.

**Drainage Reports** – Reports that show the results of an analysis of the pre and post drainage conditions including the impact of the proposed improvements.



## GLOSSARY OF TERMS (continued)

**Engineer of Record** – A professional engineer licensed by the State of Texas skilled in the practice of civil engineering and the engineer of record for the project under consideration.

**Easement** - A right held by one property owner to make use of the land of another for a limited purpose, as right of passage.

**Permanent** – A structure that is not temporary and will remain following completion of construction activities. Permanent best management practices include glassed swales and retention ponds.

**Permit Application Form** – The form required to apply for a Permit for the design and construction of Drainage systems.

**Reserve Areas** – An area that is not scheduled for immediate development which may be temporarily exempted from the acreage used to compute the increased flow.

**Sketch** – Computer Aided Designed and Drafted (CADD) drawing

**Temporary** – Not a permanent structure. Temporary best management practices including silt fence, construction entrance/exit pads, and erosion logs.

**Topographic and Boundary Survey Plat** – The plat shall show all recorded and proposed easements within and adjacent to the tract to be subdivided, including the owner of the various easements, and the recording information. The plat shall include cross-sections of any of the District's facilities. The maximum distance between cross-sections shall be 250 feet with more detail required along bends and turns. The plat shall show the outside toe of the spoil bank, the top of the spoil bank, the flow line at the toes of bank, and the flow line/physical centerline of the Drainage ditch. Any wetlands/detention pond lying within the proposed subdivision shall be reflected on the plat and shall provide information on the plat (i) the owners of the submerged portions of the wetlands/detention pond within the subdivision, (ii) the owners of any easements pertaining to the wetlands/detention pond and (iii) all other agreements affecting the wetlands/detention pond or the water contained therein. The Applicant or Developer shall provide the calculations to the District Superintendent regarding the amount by which the maximum storage capacity of such portion of the wetlands/detention pond (as determined by the District and District Engineer in their sole discretion) exceeds the mean level of storage capacity contained within such portions of the wetlands/detention pond (as determined by the District and District Engineer in their sole and absolute discretion).

**Topographic Map** – A drawing or map showing the natural or manmade features to the land. It shows lines connecting points of equal elevation.



# INTRODUCTION

## 1.1 BACKGROUND

Nueces County Drainage District #2 was created in March 8, 1915.

Nueces County Drainage District #2 is bounded to the north by CR44, on the west by Petronila Creek, on the south by CR14A, and on the east by CR61, refer to figure 1. The land within the district's boundary is approximately 106 square miles or 67,840 acres. The district is responsible to maintain and operate approximately 51 miles of large ditches and 200 miles of smaller feeder ditches within its boundary. There are also 160 bridges, 300 culverts, 90 spillways and 300 large drain pipes within the district.

Nueces County has seven (7) primabasins, out of seven basins the Nueces County Drainage District #2 encompasses two (2). The two basins are the Nueces River Basin and the Petronila Basin, refer to figure 2.

The district's primary function is to provide adequate and good quality Drainage on the western portion of Nueces County. These efforts are fulfilled by the strategic maintenance of the districts facility along with monitored and controlled of development within its boundary.

The district is governed by a Board of Commissioners, which is elected by the district's residents to fulfill one 4- year term. The Board of Commissioners is composed of three commissioners, which are the top three vote- getters of the election. At the board member's discretion, he or she may choose to run for re-election. There are no term limits a commissioner can serve. Regular meetings of the Board of Commissioners are held periodically, usually twice a month. Agendas for the District Meetings are typically posted on the outside bulletin board of the district office, which is located at 603 E Avenue A, Robstown, TX 78380.

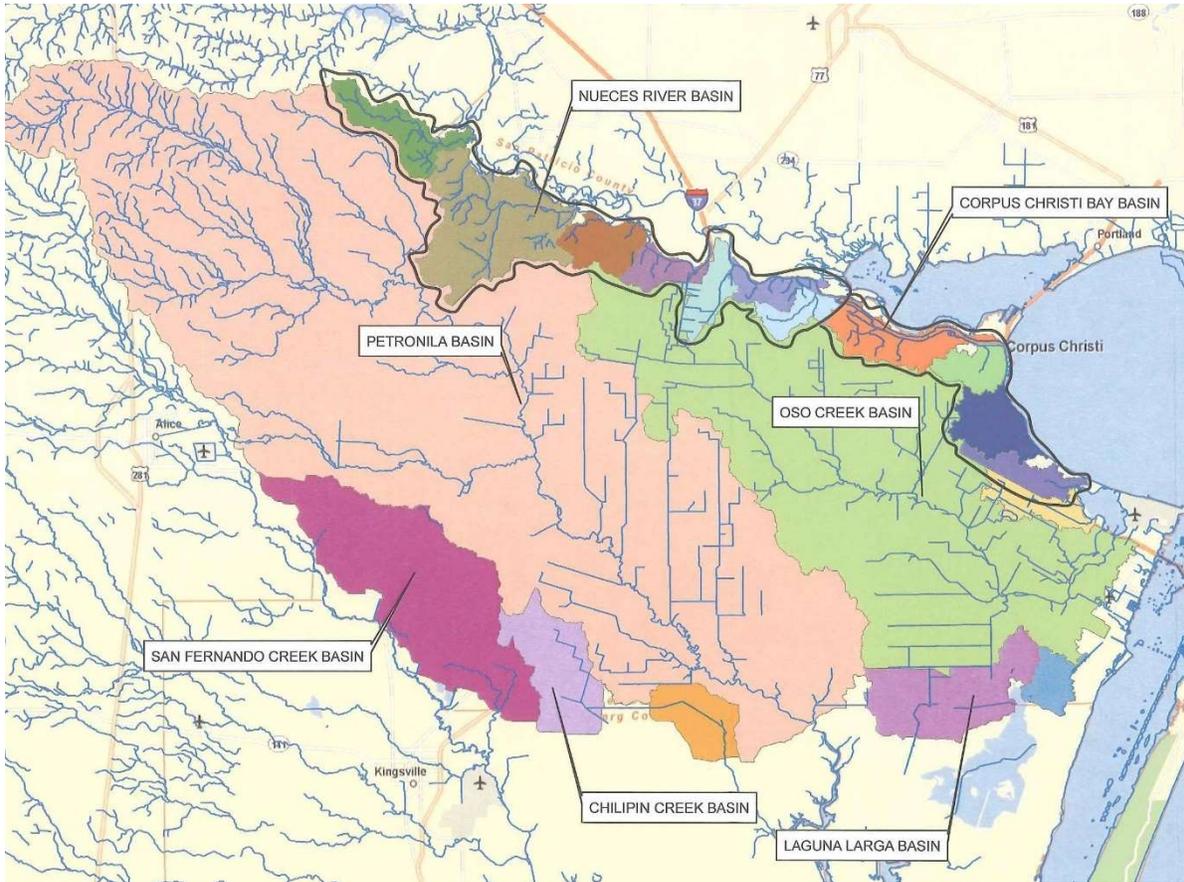
## 1.2 PURPOSE

The purpose of this Drainage Manual is to establish principles and practices for the design and construction of Drainage systems that are governed by the District.





**Figure 2. Nueces County River Basin Exhibit**



## DEVELOPMENT

### 2.1 RESIDENTIAL AND COMMERCIAL DEVELOPMENT WITH PLATTING

- A. It is suggested that each Applicant or Developer of land first obtain a copy of the District's rules and regulations governing development within the area overseen by the District to and then meet and coordinate with the District Engineer prior to preparing a preliminary plan of the proposed subdivision.
- B. The Applicant or Developer will be required to install, at his own expense, all Drainage Facilities and related structures in accordance with the District's standards and specifications governing same, including but not limited to all engineering and surveying costs covering design, surveying, layout, and construction supervision. Preliminary plans and layouts for all Drainage Facilities shall be submitted by the Applicant or Developer to the District Superintendent of the District for review by the District Engineer along with the submission of the preliminary plat of the subdivision. Final construction plans shall also be submitted by the Applicant or Developer at the time of filing the final plat with the District Superintendent of the District for review by the District Engineer in the same number as required of the subdivision plat. The District will only accept care and control over Drainage ditches which fully meet the criteria established by the District and which have been expressly approved by the District.
- C. There will be no participation by the District in regards to cost of any Drainage Facilities within the subdivision except in the event of the requirement for oversize facilities to serve land areas and improvements beyond the subdivision in question, or to serve other subdivisions. Each installation of this character and the terms and extent of the District's participation will be considered individually upon the merits of each facility and the conditions involved and the approval of the same shall be at the sole and absolute discretion of the District.
- D. The Policy of the District regarding the approval of Drainage Facilities and related structures shall be based on the goal of providing adequate Drainage to the citizens within the District. Absent exigent and compelling circumstances, the District will not permit the artificial diversion of subdivision water runoff away from its natural and historical water courses to any other retention facilities within the District unless such retention facilities are located solely within such subdivision.



## 2.2 POLICY REGARDING SUBDIVISION OF LAND WITHIN THE DISTRICT

- A. Subdivisions within Nueces County Drainage District # 2, which are adjacent to, or have the District Facilities within the proposed subdivision, shall show, on the subdivision plat, a minimum 100 feet wide “fee simple” right-of-way unless the recorded right-of-way document indicates that the right-of-way is only an easement, or that the right-of-way is a different width. The “fee simple” right-of-way or easement shall be in a form prescribed and approved by the District in its sole and absolute discretion. In case the recorded right-of-way or easement has a different width, the recorded right-of-way or easement shall be shown along with a notation of the volume, page, and location where it is recorded. In some cases, a width greater than the minimum will be necessary in order to effectively maintain a Drainage Facility. The District, in its sole and absolute discretion, reserves the right to require additional right-of-ways in such situations. If it is determined that additional right-of-way is essential to the function of that Drainage Facility, then such additional right-of-way or easement shall be given to the District. Compensation may not be granted on right-of-way or easements for land deeded under detention ponds or along lateral drains.
- B. The Applicant or Developer for subdivision approval shall provide the District with a Topographic and Boundary Survey Plat of the land to be subdivided. The plat shall show all recorded and proposed right-of-ways or easements within and adjacent to the tract to be subdivided, including the owner of the various easements, and the recording information. The plat shall include cross-sections of any of the District’s Facilities. The maximum distance between cross-sections shall be 250 feet with more detail required along bends and turns. The plat shall show the outside toe of the spoil bank, the top of the spoil bank, the flow line at the toes of bank, and the flow line/physical centerline of the Drainage ditch. Any wetlands/detention pond lying within the proposed subdivision shall be reflected on the plat and shall provide information on the plat as follows: (i) the owners of the submerged portions of the wetlands/detention pond within the subdivision, (ii) the owners of any easements pertaining to the wetlands/detention pond and (iii) all other agreements affecting the wetlands/detention pond or the water contained therein.



All storm Drainage design shall comply with the District's requirements and shall be signed and sealed by a Registered Professional Engineer in the State of Texas. The following is a general summary of requirements:

1. Calculations of the 10, 25 and 100-year storm pre-development runoff are required to be submitted as part of the application.
2. Calculations of the 10, 25 and 100-year storm post development runoff are required to be submitted as part of the application.
3. The runoff difference between the 25-year post development minus the 10-year pre-development will be detained on site.
4. Scaled maps showing the Drainage basins/detention ponds used on the above calculations will need to be submitted to the District for review and approval.
5. On site detention methods shall include ponds or wetlands or engineered sub-surface systems, needs to be submitted for review and approval.
6. Proposed connection (Outfall) between the subdivision and Drainage Facility needs to be submitted for review and approval.
7. The Nueces County Drainage District #2 will have right to request any additional calculations if needed to satisfy and meet the requirements of the district.

Rational Method:

The rational method is appropriate for estimating peak discharges for small Drainage areas of up to about 200 acres with no significant flood storage.

Rational Formula:  $Q = C I A$

Where:

Q = Flow (cubic feet/second)

C = Runoff Coefficient

(See Table 4-11 Runoff Coefficients for Rural Watersheds per TXDOT Hydraulic Design Manual)

I = Intensity (inches/hour)

A = Area (acres)

Rainfall and Intensity:

Intensity calculations shall utilize Intensity-Duration-Frequency coefficients for Nueces County, Texas for reoccurrence for 10, 25, and 100 years based on rainfall frequency-duration data contained in the **Atlas of Depth-Duration Frequency (DDF) of Precipitation of Annual Maxima for Texas (TxDOT 5-1301-01-1)**.



The data can be obtained from the TXDOT Hydraulic Design Manual date July 1, 2016 or most current.

Intensity can be calculated by the relationship presented below.

$$I = b / (tc + d)^e$$

Where

I = Design Rainfall Intensity (inches/hour)

tc = time of concentration (minutes)

#### Time of Concentration:

Time of concentration may be estimated by considering the velocity associated with three typical flow regimes; overland/sheet flow, shallow concentrated flow and pipe or channel flow. Time of concentration shall be calculated for each applicable flow regime encountered.

$$Tc = L / 60V$$

Where:

Tc = travel time (minutes)

L = watercourse length (feet)

V = average flow velocity (feet/second)

#### Velocity Estimates:

Velocities for overland/sheet flow and shallow concentrated flow may be estimated with the following relationship.

$$V = Ku k Sp^{0.5}$$

Where:

Ku = 3.28

V = velocity (feet/second)

k = intercept coefficient

Sp = slope (%)



Land Cover / Flow Regime	k
Forest w heavy ground litter; hay meadow (overland flow)	0.076
Trash fallow or minimum tillage cultivation; contour or strip cropped	0.152
Short grass pasture (overland flow)	0.213
Cultivated straight row (overland flow)	0.274
Nearly bare and untilled (overland flow); alluvial fans	0.305
Grassed water (shallow concentrated flow)	0.457
Unpaved (shallow concentrated flow)	0.491
Paved area (shallow concentrated flow); small upland gullies	0.619

Manning’s Equation shall be used to estimate average flow velocities in channels and conduits.

$$V = 1.49 / n R^{2/3} S^{1/2}$$

Storm water runoff shall be calculated for fully developed conditions.

The Applicant or Developer shall provide the calculations to the District Superintendent regarding the amount by which the maximum storage capacity of such portion of the wetlands/detention pond (as determined by the District and District Engineer in their sole discretion) exceeds the mean level of storage capacity contained within such portions of the wetlands/detention pond (as determined by the District and District Engineer in their sole and absolute discretion).

- C. The Applicant/Developer shall provide for the increased flow in the District’s Facilities in accordance with the provisions of Section 56.142 of the Texas Water Code “Enlargement of Canals, Drains, and Other Outlets as exist in effect at the date the application is submitted to the Board of Commissioners.
- D. The Applicant or Developer may provide for the amount of increased flow from his development by:
  - 1. Constructing the improvements in the District’s Facilities, in accordance with plans and specifications approved by the District, or
  - 2. Demonstrating to the District, in the sole and absolute discretion of the District, that the increased flow from the development has been accounted for through an alternative Drainage and retention method (i.e.



detention ponds, Drainage ditches owned and maintained by another government entity) that will remain and endure for the life of the development and will not create any additional burden on any District facility, or

3. Depositing with the District an amount equal to the distance from the development's entrance into the District's ditch to the ditch's outfall, multiplied by \$0.2527 per foot times the amount of the increased runoff (cubic feet per second) from the development, or
4. Depositing with the District an amount equal to the amount of net increased runoff, for a 4-hour storm, in acre-feet multiplied by \$ 7,341.02 per acre-foot.

Any funds deposited with the District pursuant to this policy manual shall not bear interest and the Applicant or Developer shall not be entitled to any interest related to the funds deposited. The funds deposited will be used for paying for expansion of the District's facilities to accommodate the increased flow calculated to result from the connection of the new development to the District's Facilities. The construction of improvements within District facilities must be approved by the District, in its sole and absolute discretion. A Performance Agreement, Letter of Credit or other sufficient guaranty must be approved by the District, in its sole and absolute discretion, prior to the beginning of construction of any improvements within District facilities.

E. 1. Drainage Facilities of Other Governmental Entities

To the extent that any portion of development provides for an alternative Drainage and retention method through Drainage Facilities or wetlands/detention ponds owned and/or maintained by another governmental entity, then such portion of the development will not be included in the acreage used to compute and mitigate the increased flow pursuant to Section 2.2 sub-sections D through F. In order to qualify for this exemption, an Applicant or Developer must provide the District with (i) a statement and explanation of exemption which is signed and sealed by a Registered Professional Engineer in the State of Texas and (ii) a letter from the other governmental entity to the District indicating that the proposed Drainage plan of the Applicant or Developer meets with the approval of such governmental entity.



## 2. Wetlands/Detention Pond Which Do Not Impact District Facilities

To the extent that any portion of a development provides for an alternative Drainage and retention method through the use of wetlands/detention ponds which do not impact or affect any Drainage Facilities owned or maintained by the District, and specifically provided that the proposed development abuts and includes submerged land under the wetlands/detention pond, then the Applicant or Developer may be allowed to mitigate its retention requirements upon the following conditions:

- (a) The district may consider entering into a Water Storage and Transportation Easement with the Applicant or Developer if the District, in its sole and absolute discretion, determines that (i) such easement is in the best interests of the community and (ii) such easement is in the best interest of the District.
- (b) The Applicant or Developer provides a written approval from (i) the owner(s) of the submerged portions of the wetlands/detention pond within the subdivision, (ii) the owners of any easement pertaining to the wetlands/detention pond, (iii) all parties to any other agreements affecting the wetlands/detention pond or water contained therein and (iv) any other governmental entities whose jurisdiction, facilities, or operations may be affected by the Applicant's or Developer's plan of Drainage or retention.
- (c) The District Engineer, subject to the approval of the Board of Commissioners, in their sole and absolute discretion, determine and establish (i) a mean water level, (ii) a mean storage level for the increased flow from the development, and (iii) an allowance for extraordinary runoff which shall be a safety factor allowance
- (d) The Applicant or Developer executes a Water Storage and Transportation Easement with the District in such form and substance as determined by the District, wherein the District agrees to accept the easement for storage purposes, deepen, improve or repair the wetlands/detention pond or the easement running through it.
- (e) The Applicant or Developer executes and provides to the District an Acceptance and Transfer of Storm Water Storage and Transportation Rights with the District in such form and substance to be approved by the District, in its sole and absolute discretion, wherein the Applicant or Developer agrees to the amount by which the storage capacity for water runoff in that portion of the wetlands/detention pond which is



within the development exceeds the mean level of water storage (as determined by the District Superintendent and District Engineer in their sole and absolute discretion) will be allowed as credit against the Applicant's or Developer's retention requirements.

It should be noted by Applicant or Developer that the effects of wetlands/detention pond is dependent upon numerous factors – foreseeable and unforeseeable; therefore, the approval by the District of an application under the provisions this sub-section E (2) is totally within the sole and absolute discretion of the District, which shall consider all factors and evidence in making a determination of whether such proposed retention is in the best interest of the District and the residents therein.

F. 1. Hardship Exemption

- (a) An Applicant or Developer of a tract of land which is going to be used for personal use only may request an exemption from the requirements of this Section 2.2 from the Board of Commissioners provided that: (i) the Applicant or Developer has not subdivided any land within the District within ten (10) years prior to the date of the request, (ii) the subdivided property will be used by the Applicant or Developer and a family member within the second degree of sanguinity of the Applicant or Developer as evidence by sworn affidavit, (iii) that the use of the land being subdivided will be restricted to single family residential use, (iv) there is not a commercial transaction relating to or surrounding the subdivision of the property, and (v) the Applicant or Developer does not realize any financial gain from the subdivision or conveyance of the property.
- (b) An Applicant or Developer of a tract of land which is going to be subdivided for residential lot sales may request an exemption from the requirements of this Section 2.2 from the Board of Commissioners provided that the replatted subdivision will create fewer and larger residential lots that currently exist in the subdivision being replatted.
- (c) The decision to grant or deny a hardship exemption under this Section 2.2 (F-1), shall be at the sole and absolute discretion of the Board of Commissioners.

2. Reserve Areas

- (a) In the event that a proposed subdivision provides for a Reserve Area, which Reserve Area is not scheduled for immediate development, then such Reserve Area may be temporarily exempted from the acreage used to compute the increased flow. In order to qualify for this temporary exemption,



the Applicant or Developer must clearly delineate on the Plat (both in the form of a note placed within the affected Reserve Area on the face of the plat as well as in the dedication) the following language:

Applicant or Developer acknowledges that The Reserve Area(s) is/are not being developed utilized by Applicant for any purpose at this time. Applicant or Developer warrants that no sale or development of Reserve Area(s) will occur until such time as the owner of the Reserve Area(s) fully complies with the then existing Drainage Manual.

- (b) Additionally, the Applicant or Developer must execute a document, in form and substance acceptable to the District, which will evidence the recognition by the Applicant or Developer, its successors and assigns that there shall be no construction or permanent improvements made upon any portion of any Reserve Area(s) until such time as the Owner of the Reserve Area obtains approval from the District.
- (c) The decision to grant or deny a hardship exemption under this Section 2.2 (F-1), shall be at the sole and absolute discretion of the Board of Commissioners of Nueces County Drainage District # 2.

### 2.3 PROCEDURE FOR PRELIMINARY APPROVAL OF PLAT AND DRAINAGE REPORT

- A. The Applicant or Developer must submit Drainage Reports to the District Superintendent for review by the District Engineer for preliminary approval or disapproval in order to avoid delays which may arise at the formal approval level from a nonconforming Drainage Report. An Applicant or Developer may seek the preliminary approval of a Drainage Report by submitting the following items to the District Superintendent:
  - 1. A completed District Subdivision Application Form (See APPENDIX A)
  - 2. A proposal plat of the land to be subdivided. The proposed plat shall be accompanied by a preliminary plan for both on-site and off-site Drainage.
  - 3. Topographic Map of the land to be subdivided.
  - 4. 8.5” by 11” copy of the most current NFIP Flood Zone Map showing the exact location of the proposed subdivision. This map should clearly show the flood zone designation and the panel number.
  - 5. A Drainage Report that states the name of the affected Drainage Facility along with a statement of how storm water runoff from the development



will eventually reach that Drainage Facility. This Drainage Report should also indicate the amount of storm water runoff that the subdivision will produce onsite and offsite as well as the pre and post improvements runoff figures. Finally, the Drainage Report shall include a statement of how the Applicant or Developer plans on complying with the District's Drainage Goals and Purposes. Pursuant to Texas Water Code Section 49.211, as exist in effect at the date the application is submitted to the Board of Commissioners the Drainage Report shall include a map containing a description of the land to be subdivided and must show an accurate representation of (a) any existing Drainage features, including Drainage channels, streams, flood control improvements, and other facilities; (b) any additional Drainage Facilities or connections to existing Drainage Facilities proposed by the Applicant's or Developer's plan for the subdivision; and (c) any other parts of the Applicant's or Developer's plan for the subdivision that may affect Drainage . This map may be combined as part of the Topographic and Boundary Survey Plat required under Section 2.2 (B). The Drainage Report shall be signed and sealed by a Registered Professional Engineer in the State of Texas.

- B. Upon receipt of the documents listed in Section 2.3 above, plus the application fee, the District Superintendent shall review the submitted materials for completeness. Once completed, the District Superintendent shall submit application package to the District Engineer along with the District Superintendent recommendation for approval or disapproval. Upon receipt of the application package and all related materials the District Engineer shall review and form his recommendation for approval or disapproval.

#### 2.4 PROCEDURE FOR FORMAL APPROVAL OF PLAT AND DRAINAGE REPORT

- A. Applications for the placement of application package and all related materials onto the Agenda of a Regular Meeting of the Board of Commissioners should be made at least three weeks prior to the meeting. The following documents shall be submitted:
  - 1. The completed Application Package.
  - 2. Any additional items requested by The District Superintendent.
  - 3. Any additional items requested by The District Engineer.
- B. A plat shall be prepared and submitted to the District for approval or disapproval and in the event of approval then subsequent recording in the office of the



County Clerk at the sole cost and expense of the Applicant or Developer. Five (5) prints of this final plat and five (5) copies of the completed Application Package along with any additional items requested by the District Superintendent and/or District Engineer shall be submitted to the District Superintendent at least three (3) weeks prior to the regular meeting of the Board of Commissioners at which approval is requested. In taking action on the Application Package, as scheduled by the Board of Commissioners, may either approve or disapprove or specify required changes for approval.

- C. In addition to the Drainage requirements mandated by the District, the plat shall also conform to the Drainage requirements, if any, of the governmental entity having jurisdiction over platting (e.g. Nueces County, City of Robstown, etc.). The Drainage requirements of the other jurisdictions shall be co-extensive and concurrent with the Drainage requirements of the District.
- D. Where the plat submitted for approval covers only a part, a unit, or increment of the Applicants or Developers entire holding or ultimate subdivision, a Sketch of future development and Drainage Facilities shall be provided.
- E. The approval of the plat by the District does not constitute official acceptance of the proposed subdivision by the District, but does constitute an authorization to begin and proceed with the preparation of the final subdivision plat. There shall be no work in the field on the proposed subdivision until the final plat has been approved and accepted in official actions by the District, Engineer of Record, and the instrument recorded in the office of the county clerk.
- F. Final plat shall be accompanied by proposed construction plans for both on-site and off-site Drainage. Plans shall include both plan and profile drawings.
- G. The plat shall bear a properly executed dedication of all easements and right-of-ways intended for Drainage use by the District, such dedicatory instrument to be signed by the owner or owners, and by all other persons or parties having a mortgage or lien interest in the property.
- H. Before final approval of the plat by the District, the Applicant or Developer must tender to the District Superintendent the following:



1. A title opinion from a title company licensed to do business in the State of Texas, or licensed attorney in the State of Texas, stating the ownership of the property, as well as all others having a mortgage or lien interest in the property.
  2. Tax certificates from all taxing entities stating that all current taxes have been paid.
- I. Final plat shall contain proper signature blanks for certificate of approval to be filled out by the Chairman of the Board of Commissioners.
  - J. After approval of the plat by the Board of Commissioners, one (1) drawing printout of the recorded plat shall be furnished to the District Superintendent. Within thirty (30) days of completion of construction, an As-Built set of construction plans pertaining to all applicable Drainage Facilities (e.g. culvert crossings, utility and pipeline crossings) shall be provided to the District Superintendent.
  - K. Approval of the plat shall expire if the subdivision is not developed within a one-year period from the date of final approval.

## 2.5 FEES

- A. Final Plat Application Fee- (See Appendix B)
  1. See Fee Schedule- Appendix B
  2. In addition to the application processing fee the Applicant or Developer shall be responsible to the District for all engineering and legal costs incurred during construction and/or inspection of permitted work. The District shall provide an estimate for said costs to the Applicant or Developer, who shall then cause said amount to be placed in deposit with the District. The District shall refund any amounts not spent after construction is completed in a satisfactory manner. If additional costs are incurred beyond amount placed in deposit with the District, the District will invoice the Applicant or Developer. Said amount shall be paid within thirty (30) days of presentation. If not paid, said cost shall bear maximum interest allowable under the law. If the District employs an attorney to collect the same, the District shall be entitled to all attorney fees and all costs of court and other expenses occasioned by such non-payment by Applicant or Developer.
  3. Any check, draft, money order or other instrument given in payment of all or any portion of the Application Processing Fee or other sums due hereunder may be accepted by the District and handled in collection in the customary manner, but the same shall not constitute payment of the Application



Processing Fee or other sums due hereunder, or diminish any rights of the District to take action to collect same, except to the extent that actual cash proceeds of such instrument are unconditionally received by the District.

## 2.6 POLICY FOR THE APPROVAL OF CONSTRUCTION PLANS FOR NEW SUBDIVISIONS

Any connection to, entrance to, utility crossing of, or culvert crossing of a District Drainage Facility must be approved by the Board of Commissioners, in its sole and absolute discretion prior to the beginning of construction. In the case of subdivisions, a separate permit is not necessary since the proposed subdivision is required to gain District approval. The Applicant or Developer for a new subdivision shall, however, place on the cover page of the construction plan(s), a Nueces County Drainage District #2 Signature Block for approval of the plan(s). (See APPENDIX C).

## 2.7 POLICY FOR THE APPROVAL OF DETENTION FACILITIES

Detention Facilities should be completed within one year of the date of the approval, by the Board of Commissioners. The detention facility shall be built in accordance with the approved construction documents. Any changes to the approved construction documents must be submitted and approved in writing prior to the final inspection of a detention facility. As-Built plans shall be provided to the District Superintendent for consideration prior to any approval or disapproval of the detention facility. The District will require soil stabilization, such as established grass, or erosion control blanket prior to acceptance of a detention facility. The District may require a warranty for certain elements of a completed detention facility.

## UTILITY, PIPELINE, AND CABLE CROSSINGS

### 3.1 UTILITY, PIPELINE, AND CABLE CROSSINGS

- A. All utilities, pipelines, and cables, either publicly or privately owned shall obtain a permit from the District prior to any construction to cross any Drainage Facility within a District utilized easement, or District utilized right-of-way. All crossing permits may be approved by the Board of Commissioners, in its sole and absolute discretion.
  
- B. All utilities, pipelines, and cables shall cross a Drainage Facility within 20 degrees of perpendicular to that facility. No utility, pipeline, or cable shall be located within and parallel to a District utilized easement, right-of-way, and/or facility. Exceptions may be made, by the Board of Commissioners, in its sole and absolute discretion.



### 3.2 PROCEDURE

- A. At least three (3) weeks prior to the regularly scheduled meeting of the Board of Commissioners at which approval is desired, the Applicant or Developer shall submit to the District Superintendent the following:
1. Five (5) copies of the completed District Application Form (See APPENDIX G).
  2. Five (5) copies of engineering drawings providing details of the crossing. Drawings shall include both a plan and profile view, the limits of the District's utilized easement or right-of-way, and the physical location of the proposed crossing.
  3. Utility, pipeline, and cable crossing Application Processing Fee. (See Appendix B)
- B. District Superintendent in coordination with the District Engineers shall review the submitted materials and formulate a preliminary recommendation for approval or disapproval. After District Engineer and District Superintendent formulate recommendation the material may then be submitted for approval. In taking action on the submitted materials, Board of Commissioners may either approve, or disapprove, or specify changes for approval

### 3.3 REQUIREMENTS

- A. The top of utility, pipeline, or cable shall be a minimum of fifteen (15) feet below the existing flow line of the channel being crossed, or fifteen (15) feet below the projected flow line of the channel. The proposed utility, pipeline, or cable must stay at this depth for the entire width of the existing easement or right-of-way, and then may be sloped towards the ground surface at a slope not to exceed 3:1. If it is impractical or impossible to locate the proposed line at least fifteen (15) feet below the projected flow line, then a concrete pad may be used to protect the line (see 3.3B for details).



- B. All pipelines with a working pressure exceeding 200 pounds per square inch shall be constructed with a concrete pad over the line. Pad shall extend one (1) foot on either side of the edge of the pipeline for the total length of the District's utilized easement or Right-of-Way, and shall be twelve (12) inches thick. Top surface of pad shall be a minimum of five (5) feet below the projected flow line of the channel being crossed.
- C. Upon completion of the crossing, the Applicant or Developer shall install markers on either end of the crossing, at the District's utilized easement or right-of-way limits. Said markers and their location shall be approved by the District, in its sole and absolute discretion. It shall be the Applicant's or Developer's responsibility to maintain the markers in legible condition.
- D. The Applicant or Developer shall provide the District with forty-eight (48) hour notice prior to the start of construction. Furthermore, the Applicant or Developer shall provide a project construction schedule. The District Superintendent has the discretion to stop the project in the event that if he/she determines that the utility, pipeline or cable is not being constructed or placed as per the permit application. The Applicant or Developer will have 48 hours to correct any and all issues. If issues are not corrected within the 48 hours, the District will have authority to revoke the permit. If revoked the Applicant or Developer will have to refile the for a new permit with payment of new fees.
- E. Overhead electrical lines shall be permitted under the following conditions:
1. Poles shall be more than two (2) feet from any ditch right-of-way;
  2. The line shall be de-energized during District maintenance of the District facility at the sole cost and expense of the Applicant or Developer; and
  3. Wires shall have a minimum ground clearance of twenty-five (25) Feet.
- F. Aerial crossing of utilities may be allowed with Board of Commissioners approval and under the following conditions:
1. Entire utility shall be above existing ditch banks, or:



2. In the event, the utility is within the cross sectional area of the ditch. A Licensed Professional Engineer in the State of Texas will provide signed and sealed hydraulic calculations demonstrating the utility will have a negligible impact on the system and the Applicant or Developer will provide improvements that will eliminate maintenance of ditch for 5 foot to either side of proposed utility.
- G. The Board of Commissioners may allow for variances to the requirements of this section 3.3, in their sole and absolute discretion.

### 3.4 TEMPORARY ACCESS

- A. Upon approval of the application by the Board of Commissioners, the District Superintendent shall prepare a permit requesting temporary access for execution by the Chairman of the Board of Commissioners or its authorized representative, and the Applicant or Developer, granting the Applicant or Developer a temporary license to cross the Drainage Facility. The permit shall be termed as temporary. Access permits shall have no force or effect upon easements or rights-of-way granted by others to the District unless an easement or right-of-way is also granted to the Applicant or Developer by the owner of the tract of land in question.

At least three (3) weeks prior to the regularly scheduled meeting of the Board of Commissioners at which approval is desired, the Applicant or Developer shall submit to the District Superintendent the following:

1. Five (5) copies of the completed District Application Form (See APPENDIX G).
2. Five (5) copies of engineering drawings providing details of the crossing. Drawings shall include both a plan and profile view, the limits of the District's easement or right-of-way, and physical location
3. Utility, pipeline, and cable crossing Application Processing Fee.
4. Any additional items requested by the District Superintendent.
5. Any additional items requested by the District Engineer.



- B. The Applicant or Developer shall provide to the District a bond, cash, letter of credit or other approved guaranty in an amount to be determined by the District, in its sole and absolute discretion, prior to the issuance of the Access Permit. The bond, letter of credit or other approved guaranty must be made payable to the District, and shall be on (or of) a form acceptable to the District. Cash may be in the form of a certificate of deposit to be placed with the District. Interest earned on a deposit shall be payable to the Applicant or Developer. The bond, letter of credit, or other approved guaranty shall be in force for a period of not less than one (1) year from the date on the Access Permit. The District shall release the bond, letter of credit, or other approved guaranty within six (6) months after an inspection of the construction site is made by the District and the District is satisfied that the site has been restored to acceptable conditions.

### 3.5 FEES

- A. Refer to appendix B Temporary Access Application Processing Fee.
- B. The Applicant or Developer shall be responsible to the District for engineering costs incurred during the review of the application and construction. The District shall provide an estimate for said costs to the Applicant or Developer, who shall then cause said amount to be placed in deposit with the District. The District shall refund any amounts not spent after approval of the application is granted. If additional costs are incurred beyond the amount placed in deposit with the District, the District will invoice the Applicant or Developer. The Applicant or Developer shall reimburse the District said costs prior to approval of the application by the District. Said amount shall be paid within thirty (30) days of presentation. If not paid, said cost shall bear maximum interest allowable under the law. If the District employs an attorney to collect the same, the District shall be entitled to all attorney fees and all costs of court and other expenses occasioned by such event.
- C. The Applicant or Developer shall be responsible to the District for engineering costs incurred during construction of permitted work. The District shall provide an estimate for said costs to the Applicant or Developer, who shall then cause said amount to be placed in deposit with the District. The District shall refund any amounts not spent after construction is completed in a satisfactory manner. If additional costs are incurred beyond the amount placed in deposit with the District, the District will invoice the Applicant or Developer. Said amount shall be paid within thirty (30) days of presentation. If not paid, said cost shall bear maximum interest allowable under the law. If the District employs an attorney to collect the same, the District shall be entitled to all attorney fees and all costs of court and other expenses occasioned by such event. [The Applicant or Developer shall reimburse the District said costs prior to release of bond or letter of credit.]



## CULVERT CROSSINGS AND DRAINAGE CONNECTIONS

### 4.1 CULVERT CROSSINGS AND DRAINAGE CONNECTIONS

- A. All new culvert crossings of District facilities shall be governed by and shall meet the requirement(s) stated herein. Exceptions may be made by the Board of Commissioners, in its sole and absolute discretion.
  
- B. All Drainage connections to District facilities shall be governed by and shall meet the requirements stated herein. Exceptions may be made by the Board of Commissioners, in its sole and absolute discretion. Minor connections such as field drains may be approved by the District Superintendent.

### 4.2 PROCEDURE

- A. At least three (3) weeks prior to the regularly scheduled Board of Commissioners Meeting of the District at which approval is desired, the Applicant or Developer shall submit to the District the following:
  - 1. Five (5) copies of the completed Permit Application Form (see APPENDIX I).
  - 2. Five (5) copies of engineering drawings providing details of the crossing. Drawings shall include both a plan and profile view, the limits of the District's easement or right-of-way, and physical location.
  - 3. Five (5) copies of a map indicating the Drainage area affected by the proposed work.
  - 4. Utility, pipeline, and cable crossing Application Processing Fee.
  - 5. Any additional items requested by the District Superintendent.
  - 6. Any additional items requested by the District Engineer.
  
- B. District Superintendent in coordination with the District Engineer shall review the submitted materials. In taking action on the submitted



materials, the Board of Commissioners may either approve or disapprove or specify changes to be made for approval.

#### 4.3 REQUIREMENTS

- A. Open ditch connections to existing channels are prohibited. The Applicant or Developer shall use pipe of approved material and size to connect the proposed drain or ditch to the existing Drainage Facility.
- B. Culverts shall be bedded and backfilled with suitable material approved by Drainage Superintendent and District Engineer to prevent settlement and washouts. Concrete rip-rap or other suitable erosion prevention material may be required. In the discretion of the District Superintendent and District Engineer.
- C. Construction of pipe drains into District facilities shall require the pipe to be bedded and backfilled with suitable material approved by Drainage Superintendent and District Engineer to prevent settlement and wash outs. The downstream end of the pipe shall be no higher than one (1) foot above the flow line, and the pipe shall be oriented downstream in the District Facilities. Concrete rip-rap, or other suitable erosion prevention material, may be required in the discretion of the District Superintendent and District Engineer. In the event the pipe's flow line needs to be higher than one (1) foot above the ditch's flow line, appropriate erosion control measures must be exercised and approved by Drainage Superintendent and District Engineer. For example, the Applicant or Developer could provide concrete rip-rap two (2) foot to either side of the edge of the culvert for the whole ditch cross section or other practice deemed acceptable by the District Superintendent and District Engineer.
- D. A map showing the Drainage area affected by the proposed work shall indicate the total number of acres within the Drainage area. Land use shall remain agricultural, or additional requirements for detention may be required by the District.
- E. The Applicant or Developer shall provide the District with forty-eight (48) hour written notice prior to the start of construction.
- F. The Applicant or Developer shall pay for all materials related to the proposed work.



- G. Should a Drainage Facility become damaged by the Applicant or Developer or others, the Applicant or Developer shall pay for replacement of materials, and shall reimburse the District for all labor, material, and equipment costs incurred in replacing or repairing the structure. Should the Drainage Facility be damaged by the District, the District shall bear all costs associated with the replacement or repair of the facility.
- H. Should a Drainage Facility deteriorate from natural causes, the Applicant or Developer shall pay for replacement materials only. The District shall bear all labor and equipment costs incurred in replacing the structure.
- I. Any permit issued under this section may only be assigned upon written approval by the Board of Commissioners, in their sole and absolute discretion.

#### 4.4 ABANDONMENT PERMIT

A permit shall be considered permanent unless expressly designated as temporary or until such time the facility is declared abandoned by the Applicant or Developer, or is unused for a period of five (5) years. If the Applicant or Developer discontinues use of the permitted facility for a period of five years or more, the District reserves the right to remove any improvements and restore the area to its original condition. Any pipe removed from the abandoned facility may be retained by the District or disposed by the District at the sole expense of the Applicant or Developer.

#### 4.5 FEES

- A. Refer to appendix B for Application Processing Fee
- B. In addition to the application processing fee the Applicant or Developer shall be responsible to the District for all engineering and legal costs incurred during construction and/or inspection of permitted work. The District shall provide an estimate for said costs to the Applicant or Developer, who shall then cause said amount to be placed in deposit with the District. The District shall refund any amounts not spent after construction is completed in a satisfactory manner. If additional costs are incurred beyond amount placed in deposit with the District, the District will invoice the Applicant or Developer. Said amount shall be paid within thirty (30) days of presentation. If not paid, said cost shall bear maximum interest allowable under the law. If the District employs an attorney to collect the same, the District shall be entitled to all attorney fees and all costs of court and other expenses occasioned by such now payment by Applicant or Developer.



- C. In addition to the application processing fee the Applicant or Developer shall be responsible to the District for all engineering and legal costs incurred during construction and/or inspection of permitted work. The District shall provide an estimate for said costs to the Applicant or Developer, who shall then cause said amount to be placed in deposit with the District. The District shall refund any amounts not spent after construction is completed in a satisfactory manner. If additional costs are incurred beyond amount placed in deposit with the District, the District will invoice the Applicant or Developer. Said amount shall be paid within thirty (30) days of presentation. If not paid, said cost shall bear maximum interest allowable under the law. If the District employs an attorney to collect the same, the District shall be entitled to all attorney fees and all costs of court and other expenses occasioned by such non payment by Applicant or Developer.

#### 4.6 EXISTING FACILITIES (UNPERMITTED)

- A. Should an existing Drainage Facility (one installed prior to the effective date of this manual) become damaged by the Applicant, Developer or others, the Applicant or Developer shall pay for replacement materials (Applicant or Developer will be liable to meet District materials standards which may cost more than the original unpermitted materials), and shall reimburse the District for all labor and equipment costs incurred in replacing or repairing the structure. Should an existing Drainage Facility be damaged by the District, the District shall bear all costs associated with the replacement or repair of the facility.
- B. Should an existing Drainage Facility (one installed prior to the effective date of this manual) deteriorate from natural causes, and the Applicant or Developer initially paid the costs of the materials, the Applicant or Developer shall pay for replacement materials only. The District shall bear all labor and equipment costs incurred in replacing the structure.
- C. Should an existing facility (one installed prior to the effective date of this manual) deteriorate from natural causes, and the District initially paid the costs of the materials, the District shall bear all labor and equipment costs incurred in replacing the structure



## TEXAS COMMISSION ON ENVIRONMENTAL QUALITY (TCEQ)

### 5.1 COMPLIANCE

**ALL IMPROVEMENTS PERFORMED OR CONSTRUCTED ON REAL PROPERTY WITHIN THE JURISDICTION OF THE DISTRICT OR WHICH AFFECTS ANY DISTRICT FACILITIES OR ANY DRAINAGE DITCH OVER WHICH THE DISTRICT HAS ASSUMED CARE AND CONTROL, SHALL AT A MINIMUM, FULLY COMPLY WITH ALL RULES AND REGULATIONS PROMULGATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY ("TCEQ").**

### 5.2 GENERAL STORM WATER PERMIT

#### A. NOTICE OF INTENT TO DISCHARGE

This section will be inserted upon the publishing of the general storm water permit by the TCEQ.

#### B. MINIMUM CONTROL MEASURES

This section will be inserted upon the publishing of the general storm water permit by the TCEQ.

## MAIN DRAINS

Information concerning the following District drains is available at the District. Figure 3 represents an exhibit illustrating ditches within the District's boundary.



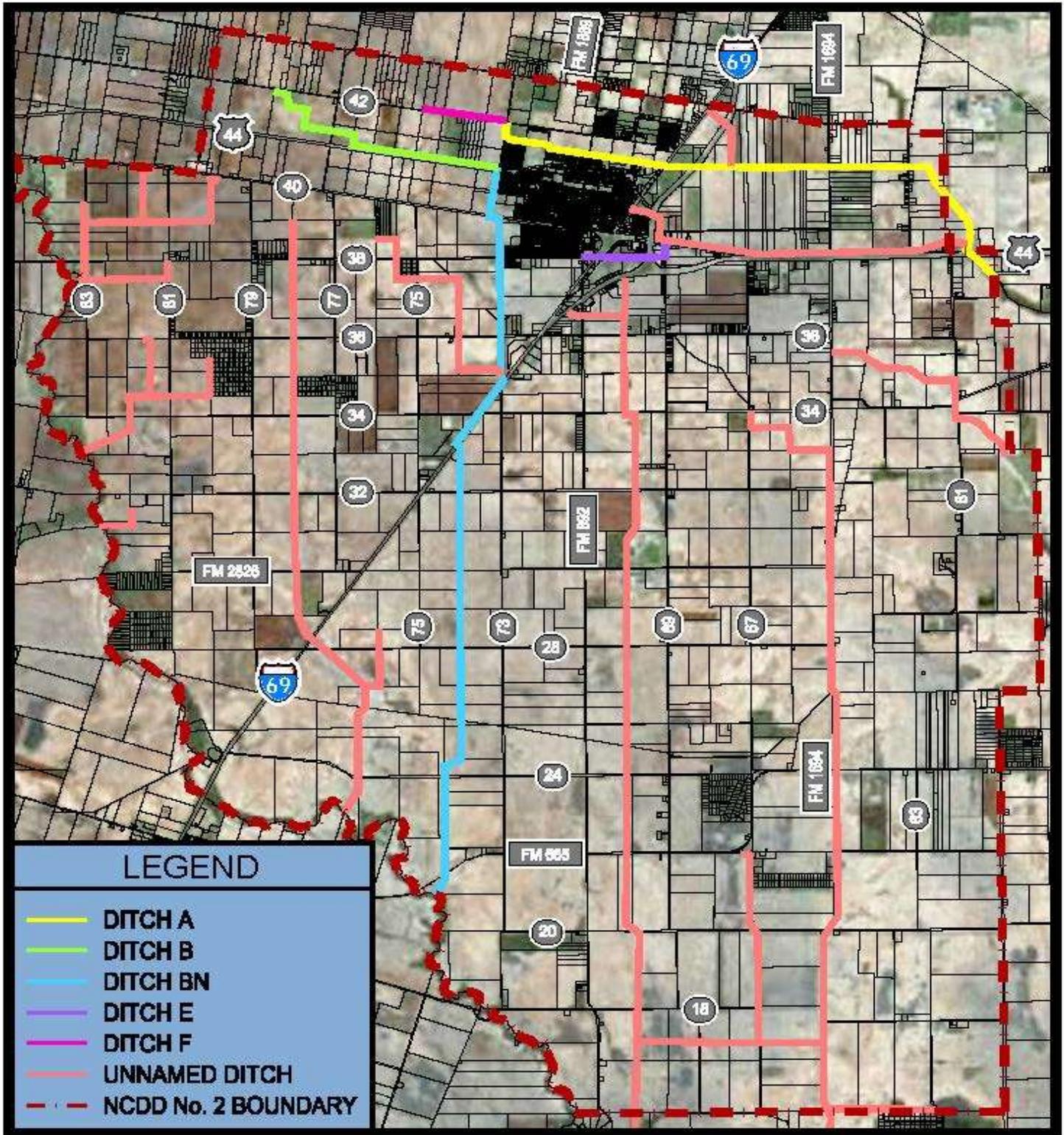


Figure 3. Ditches within Drainage District # 2 Boundary



# APPENDIX

# APPENDIX A

# APPLICATION FOR REVIEW OF SUBDIVISION PLAT

Name of identifying title of subdivision \_\_\_\_\_

## Applicant/Developer

Name \_\_\_\_\_ Property Owner Yes No

Address \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

## LICENSED SURVEYOR OR ENGINEER

Name \_\_\_\_\_

Address \_\_\_\_\_ Telephone ( ) \_\_\_\_\_

Location of Proposed Subdivision \_\_\_\_\_

Proposed Plat Attached Yes No

Topographical Map Attached Yes No

Flood Zone Map Attached Yes No

## DRAINAGE REPORT

Affected Drainage Facility \_\_\_\_\_

How does storm water runoff reach facility?

\_\_\_\_\_

Calculated Runoff (according to District Policy)?

\_\_\_\_\_

Engineers Statement on how the Applicant or Developer plans to comply with District Policy.

\_\_\_\_\_

Map showing the following (plat will be sufficient if all of these items are included)

Pursuant to Texas Water Code Section 49.211.

Any existing Drainage features including Drainage channels, streams, flood control improvements, and other Facilities.

Any additional Drainage Facilities or connections to existing Drainage Facilities or connections to existing Drainage Facilities

proposed by the Applicant's or Developer's plan for the subdivision; and

Any other parts of the Applicant's or Developer's plan for the subdivision that may affect Drainage.

This Drainage report shall be signed and sealed by a Registered Professional Engineer in the State of Texas.

Acres of Easement / Right-of-way dedicated to District #2. \_\_\_\_\_

The undersigned hereby requests review by Nueces County Drainage District #2 of the above identified subdivision plat.

Signature/Title \_\_\_\_\_ Date \_\_\_\_\_

Amount Paid \_\_\_\_\_

Fee Received by \_\_\_\_\_

Date \_\_\_\_\_

Signature / Title \_\_\_\_\_

# APPENDIX B

**Fee Schedule**

Application for Review of Subdivision Plat Processing Fee	\$150.00
Utility, Pipeline, and Cable Crossing Application Fee	\$25.00
Culvert Crossing and Drainage Connections Application Fee	\$25.00

Any check, draft, money order or other instrument given in payment of all or any portion of the Application Processing Fee or other sums due hereunder may be accepted by the District and handled in collection in the customary manner, but the same shall not constitute payment of the Application Processing Fee or other sums due hereunder, or diminish any rights of the District to take action to collect same, except to the extent that actual cash proceeds of such instrument are unconditionally received by the District.

# APPENDIX C

**CERTIFICATION FOR DRAINAGE DISTRICT #2**

THIS PLAT OF “\_\_\_\_\_” HAS BEEN SUBMITTED TO NUECES COUNTY DRAINAGE DISTRICT #2 OF NUECES COUNTY, TEXAS. APPROVAL IS HEREBY GIVEN TO THE SUBDIVISION AS IS RELATES TO AND MAY AFFECT FACILITIES OF THIS DISTRICT. NO CONSIDERATION HAS BEEN GIVEN TO ANY OTHER MATTER. ANY CHANGES IN THIS PLAT AFTER THIS DATE SHALL CAUSE APPROVAL TO BECOME VOID. FAILURE TO RECORD THIS PLAT IN THE MAP RECORDS OF NUECES COUNTY WITHIN ONE YEAR AFTER THIS DATE SHALL CAUSE THIS APPROVAL TO BECOME VOID.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

By: \_\_\_\_\_

\_\_\_\_\_, Chairman

# APPENDIX D

LICENSE AGREEMENT

This Agreement is made and executed effective this \_\_\_ day of \_\_\_, 20\_\_\_, by and between Nueces County Drainage District #2 (hereafter called “the District”) and \_\_\_\_\_ (hereafter called “Utility”).

WHEREAS, Utility desires to cross \_\_\_\_\_(Name of Drain Ditch) at \_\_\_\_\_(Latitude/Longitude on NAD 83), said location is \_\_\_\_\_ ft. upstream from the Center line of \_\_\_\_\_. (Road or Street)

WHEREAS, Utility has applied to and requested of District for permission to use a part of a part of a right-of-way and easement belonging to the District, for a utility crossing conforming to the attached construction plan attached as Exhibit “A”, which is signed and sealed by a Texas Professional Engineer.

WHEREAS, the District is in agreement that a license shall be granted to Utility, pursuant to the following terms and conditions:

NOW, THEREFORE, in consideration of the promises, covenants and warranties hereafter made by Utility, the District does hereby agree to the following:

1. Granting of License

Nueces County Drainage District #2 does hereby grant a license to Utility to erect and maintain, at Utility’s sole expense and liability, the proper facility crossing a portion of the District’s right-of-way and/or easement along the Drain Ditch which facility shall be erected in accordance with the graphic depiction attached to hereto as Exhibit “A” and incorporated herein for all purposes. In consideration of the foregoing license, Utility agrees to construct and install, at Utility’s sole expense, the facility which it desires to construct on or over the right-of-way and easement belonging to the District. Such facility (hereafter called “the Improvements”) shall be constructed in

accordance with the requirements imposed by the District, and may not be constructed in such a manner so as to interfere with the use of the easement and right-of-way by District. All improvements must be identified in detail on the plans and specifications prior to their construction.

2. Extraordinary activities of the District may require that the facility be removed to accommodate the anticipated activities of the District in either maintaining or improving its ditch. In such event, Utility shall be given a least fourteen (14) days written notice by the District of the requirements that the improvements or partial improvements be temporarily removed. Utility shall, at its sole expense, remove such fence or improvements or partial improvements to prevent it from being damaged or destroyed by the District's equipment during its activities. Upon completion of the maintenance and/or improvement activities, Utility may re-erect the facility within the easement area. In accordance to the plans approved by the District, allowing for any changes in the District's Ditch.

3. Extraordinary activities of the District may require that the facility be removed to accommodate the anticipated activities of the District in either maintaining or improving its ditch. In such event, Utility shall be given a least fourteen (14) days' written notice by the District of the requirements that the improvements or partial improvements to prevent it from being damaged or destroyed by the District's equipment during its activities. Upon completion of the maintenance and/or improvement activities, Utility may re-erect the facility within the easement area. In accordance to the plans approved by District, allowing for any changes in the District's Ditch.

4. Any failure or refusal by Utility, its heirs or assigns, to keep the improvements maintained in good condition, after reasonable request and notification by District, shall terminate this License Agreement. Such termination shall be effective upon the filing of a written notice of termination and cancellation in the office of the County Clerk of Nueces County, Texas., together

with the notice of termination and cancellation mailed or delivered to Utility, or any subsequent Utility of the land affected hereby, at the last address of such Utility found in the office of the Tax Assessor Collector of Nueces County, Texas.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

NUECES COUNTY DRAINAGE  
DISTRICT # 2

By: \_\_\_\_\_  
Chairman

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

ACKNOWLEDGEMENTS

THE STATE OF TEXAS        )

COUNTY OF NUECES         )

This document was acknowledged before me by \_\_\_\_\_, as  
Commissioner of Nueces County Drainage District No. 2 and on behalf of said corporation on the  
\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

(Individual Acknowledgement)

THE STATE OF TEXAS        )

COUNTY OF NUECES )

This document was acknowledgement before me by \_\_\_\_\_, in his individually capacity, on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

(Corporate Acknowledgement)

THE STATE OF TEXAS )  
COUNTY OF NUECES )

This document was acknowledgement before me by \_\_\_\_\_, in his individually capacity, on the \_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission expires: \_\_\_\_\_

# APPENDIX E

**SAMPLE OF  
DEFERRED PAYMENT LETTER OF CREDIT  
NO. \_\_\_\_\_**

BENEFICIARY: NUECES COUNTY DRAINAGE DISTRICT #2  
ADDRESS  
CITY, TEXAS 78526

APPLICANT OR DEVELOPER: \_\_\_\_\_

AMOUNT: \$\_\_\_\_\_ U. S. CY.

MATURITY: \_\_\_\_\_, 20\_\_

THE FOREGOING AMOUNT WILL BE PAID BY BANK ON THE MATURITY DATE AGAINST  
BENEFICIARY'S DRAFT DRAWN ON \_\_\_\_\_ BANK.

SPECIAL INSTRUCTIONS:

- 1) THIS MATURITY DATE OF THIS LETTER OF CREDIT MAY BE EXTENDED WITHOUT AMENDMENT FOR ONE YEAR FROM MATURITY DATE THEREOF, IF WE RECEIVE AT LEAST FORTY-FIVE (45) DAYS PRIOR TO THE ORIGINAL MATURITY DATE, NOTICE FROM BENEFICIARY, THAT IT ELECTS AND AGREES TO CONSIDER THIS DEFERRED PAYMENT LETTER OF CREDIT RENEWED FOR AN ADDITIONAL ONE YEAR PERIOD, AT WHICH TIME WE WILL MAKE PAYMENT ON THE DRAFT OF BENEFICIARY.

"THIS CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDIT (1933 REVISION) INTERNATIONAL CHAMBER OF COMMERCE, PUBLICATION NO. 500."

# APPENDIX F

PERFORMANCE AGREEMENT

THE STATE OF TEXAS §  
§  
COUNTY OF NUECES §

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Nueces County Drainage District #2 (the "District"), and \_\_\_\_\_(individually and collectively, the "Applicant" or "Developer" ).

I.

RECITALS

1.1. Applicant or Developer is the owner of that certain land located in Nueces County, Texas which is more particularly described in Exhibit A, attached hereto and made a part hereof for all purposes (the "Property").

1.2. Applicant or Developer seeks to subdivide the property and to cause certain improvements to the property in accordance with the requirements requested by the District in conformance with its policies and other applicable regulations.

1.3. The purpose of this Agreement is to protect the District from the expense of completing the improvements which Applicant or Developer has agreed to make, and to provide security to the District that Applicant or Developer will complete the improvements with accordance with the terms of this Agreement.

II.

APPLICANT'S OR DEVELOPER'S OBLIGATIONS

2.01. Applicant or Developer agrees to construct and install, at Applicant's or Developer's expense, all offsite and onsite improvements, and to perform such other actions as

are specifically listed on Exhibit B attached hereto and incorporated herein for all purposes (the "Improvements"). All improvements shall be constructed in accordance with the requirements imposed by the District and, pursuant to the requirements, procedures, plans, and specifications filed with and approved by the District prior to commencement of such Improvements and subject to the inspection, certification, and acceptance by District. All improvements must be identified in detail on the plans and specifications. The plans and improvements shall detail such items as size and types of materials. Similarly, all profiles must be shown and all design calculations must be provided concurrent with the submission of such plans and specifications.

### III.

#### COMPLETION

3.01. Unless a different time period is specified by the District for a particular Improvement in Exhibit B, all improvements shall be completed no later than one (1) year after the effective date of this Agreement (the "Completion Date"). Upon completion of each of the Improvements, the Applicant or Developer agrees to provide the District a complete set of construction plans preparing the approved improvement plans and specifications.

### IV.

#### WARRANTY

4.01. The Applicants or Developers warrants that the Improvements instructed by Applicant, Developer, or its employees, agents, contractors, or licensee will be free from defects for a period of one (1) year from the date the District accepts dedication of such completed Improvements ("the Warranty

Period"). Applicant or Developer agrees to repair any damage to the Improvements before or during the Warranty Period due to private construction of related activities.

V.

RIGHTS-OF-WAY AND EASEMENTS

5.01. Applicant or Developer agrees that it shall grant and convey to District all rights-of-way and easements deemed as necessary by the District to accommodate the Improvements. All rights-of-way and easements must be conveyed to the District at the time of execution of this Agreement as follows:

- a. A plat recorded in the Nueces County Deed Records;and
- b. Signed and executed easements to District recorded in the Nueces County Deed Records and delivered to the District.

VI.

PROOF OF OWNERSHIP

6.01. Applicant or Developer will present to the District, prior to execution to this Agreement, a title report or attorney's opinion stating that the Applicant or Developer has the right to transfer such easement or right-of-way to the District. Any deed of trust agreement or lien holders to the Property must also execute the same right-of-way or easement agreement. All recorded plats must have lien holders' approval statement certifications.

## VII.

### INDEMNIFICATION

7.01. Applicants or Developers hereby expressly indemnifies and holds the District and its officers , employees and agents harmless from and against all claims, demands , causes of action , costs , and liability of every kind and nature, including reasonable attorney's fees for the defense of such claims and demands , arising from (a) any default under or in violation of any federal , state or local statute , regulation and order ; or, (b) any breach on the part of Applicant or Developer of any provision of this agreement ; or , (c) from any act of negligence of the Applicant, Developer or their agents , contractors , employees , tenants or licensees in the construction of Improvements . Applicant or Developer further agrees to aid and defend the District, if the District is named as a defendant in any action arising from any breach on the part of Applicant or Developer of any provision in this Agreement, or from any act of negligence of Applicant, Developer or their agents, contractors, employees, tenants or licensees in the construction of the Improvements. The Applicant or Developer is not an employee or agent of the District.

## VIII.

### NOTICE OF DEFECT

8.01. The District will provide notice to the Applicant or Developer whenever inspection reveals that an improvement is not constructed or completed in accordance with the standards and specifications, or for health or safety reasons. The cure period may be shortened to no less than five (5) days, and the District may declare a default under this Agreement if not satisfied that the defect is cured after the cure

period. Any cure period should be reasonable in relation to the nature of the default.

IX.

SECURITY

9.01. In order to guaranty its performance under this Agreement, Applicant or Developer agrees to cause to be issued in favor the District an irrevocable, stand-by letter of credit in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), which amount is the estimated cost of constructing each of the Improvements as shown on Exhibit B.

X

CONDITIONS OF DRAW AND SECURITY

10.01. The District may draw upon the financial guarantees posted in accordance with the provisions of the foregoing paragraph due to Applicant's or Developer's failure to construct the Improvements in accordance with the terms of this Agreement.

10.02. The District shall provide written notice of Applicant's or Developer's failure to instruct in the Improvements, in whole or in part, and shall specifically detail the nature of the default. Said notice shall show "that the District intends to draw under the guaranty if the defaults are not cured by the Applicant or Developer during the cure period established by the District Manager." In the event that such failure remains uncured by Applicant or Developer, then District may proceed to draw upon the financial guarantees and shall utilize such monies to complete the Improvements or to cure the Applicant's or Developer's defaults. The Applicant or Developer hereby grants to

the District, its successors, assigns, agents, contractors and employees a non-exclusive right and easement to enter the Property, any easement or other right-of-way, for the purpose of constructing, maintaining and repairing such Improvements.

XI.  
RELEASE UPON COMPLETION

11.01. Upon acceptance of all Improvements, the District agrees to complete, execute and deliver to Applicant or Developer a release releasing the Applicant or Developer and their heirs, successors and assigns, and the Property from all provisions of this Agreement, except those contained in Paragraph IV pertaining to warranties.

XII.

TRANSFER OF OWNERSHIP AND ASSUMPTION OF SERVICE MAINTENANCE

13.01. If, in the opinion of the District, the construction of such Improvements does not meet the standards set forth in the construction documents or Applicant or Developer is in violation of any municipal ordinance, District policy, or other applicable law or regulation, or if Applicant or Developer is in default of this Agreement or any other agreement with the District, or if there is litigation pending regarding this Agreement or other Improvements, the District may not accept the Improvements for ownership or maintenance.

IN WITNESS WHEREOF, the parties set their hands in agreement the day and year first above written.

NUECES COUNTY DRAINAGE DISTRICT #2

By: \_\_\_\_\_

Chairman

# APPENDIX G

NUECES COUNTY DRAINAGE DISTRICT #2  
PERMIT APPLICATION FORM  
UTILITY, PIPELINE, OR CABLE CROSSING

DATE \_\_\_\_\_

OWNER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE \_\_\_\_\_

LOCATION \_\_\_\_\_

DESCRIPTION OF PROPOSED CONSTRUCTION \_\_\_\_\_

TYPE OF UTILITY \_\_\_\_\_ MATERIAL BEING HANDLED \_\_\_\_\_

SIZE \_\_\_\_\_ OPERATING PRESSURE \_\_\_\_\_ WALL THICKNESS \_\_\_\_\_

TYPE OF JOINTS \_\_\_\_\_ METHOD OF CONSTRUCTION \_\_\_\_\_

START DATE OF CONSTRUCTION \_\_\_\_\_

PROJECTED COMPLETION DATE \_\_\_\_\_

BOND, CASH, OR LETTER OF CREDIT \_\_\_\_\_ AMOUNT \_\_\_\_\_

COMMENTS \_\_\_\_\_

SUBMITTED BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

APPROVAL SUBJECT TO ANY AND ALL REQUIREMENTS, SPECIFICATIONS, AND, OR CHANGES ATTACHED HERE TO.

\_\_\_\_\_  
APPROVED BY DISTRICT ENGINEER

\_\_\_\_\_  
DATE

\_\_\_\_\_  
OWNERS ACKNOWLEDGEMENT

\_\_\_\_\_  
DATE

APPLICANT OR DEVELOPER SHALL REIMBURSE DISTRICT FOR ENGINEERING COST INCURRED DURING REVIEW OF APPLICATION AND CONSTRUCTION SAID AMOUNTS SHOULD BE PAID WITHIN THIRTY (30) DAYS OF PRESENTATION. IF NOT PAID, SAID COST SHALL BEAR ALLOWABLE INTEREST APPLICABLE UNDER THE LAW. IF DISTRICT EMPLOYS AN ATTORNEY TO COLLECT THE SAME, DISTRICT SHALL BE ENTITLED TO ALL ATTORNEY FEES AND ALL COST OF COURT AND OTHER EXPENSES OCCASIONED BY SUCH EVENT.

# APPENDIX H

## UTILITY CROSSING PERMIT / LICENSE APPROVAL

NUECES COUNTY DRAINAGE DISTRICT #2 APPROVES THE REQUESTED PERMIT / LICENSE SUBJECT TO AND CONTINGENT UPON THE FOLLOWING CONDITIONS BEING FULFILLED BY PERMITEE DURING THE FULL TERM OF THE LICENSE.

1. Permittee is granted a permit/license to enter upon District's Drainage Facilities for the purpose of constructing, operating, maintaining, and repairing the Improvements. Owner warrants that said Improvements will be constructed in accordance with District's design requirements.
2. District will not be responsible in any way with the construction, repair, or maintenance of the Improvements. If the Improvements should fail, then Permittee shall replace the failed Improvements with Improvements which meet the District's design requirements in effect at the time of replacement.
3. Permittee shall modify or replace, as needed, the Improvements in order to constantly comply with all the applicable State and Federal laws, regulations, and requirements, as they may be amended from time to time.
4. Permittee shall conduct any and all tests and inspections necessary or required by State and Federal law in order to assure that the Improvements are functioning in compliance with all applicable State and Federal laws, regulations, and requirements.
5. In the case of water discharge and Drainage connections into the District's Drainage Facilities, Permittee shall conduct any and all tests and inspections (and maintain all recordings and compilations of such information) of water quality and quantity being discharged into the District's Drainage Facilities necessary or required by applicable State or Federal laws, regulations, and requirements. Permittee shall provide such information to District after each such test or inspection is performed.
6. In the case of water discharge and Drainage connections into the District's Drainage Facilities, Permittee shall construct any and all Facilities now or hereafter required by State or Federal laws, regulations, and requirements to prevent or minimize the entry of oil or other pollutants into the District's Drainage Facilities.
7. The rights granted by this permit/license are restricted to the purposes mentioned above and do not include any other use by Permittee or any of Permittee's successors or assigns. That is there shall be NO above-ground and NO below-ground lines or Facilities, including to any gas lines, water lines, sewer lines, utilities or electrical transmission lines permitted in, over or through District's Drainage Facilities unless such written approval is obtained in the form of a permit/license.
8. District shall not be liable for or responsible for, and shall be saved and held harmless by Permittee, from and against any and all claims and damages of every kind, for injury to or death of any person or persons or damages to or loss of property, personal or real, arising out of or attributed, directly or indirectly, to the operations of Permittee under this permit/license.
9. This permit/license constitutes the entire agreement between the parties with regard to the subject matter hereof, and all prior agreements, representations, and negotiations between the parties regarding the subject matter are hereby superseded. This permit/license shall not be altered or amended except by an agreement in writing executed by the parties hereto.
10. This permit/license is subject to any and all other requirements, specifications, and conditions listed in Exhibit A attached hereto.

11. During the term of this permit/license, Permittee shall reimburse District for all engineering expenses and costs incurred by District related to the permit/license approval process, specification and plan review, and construction and site inspections. Permittee shall reimburse District such engineering expenses within 30 days of receipt of an invoice from District. If not paid within such 30 day period the amount reflected in the invoice shall bear interest at the highest rate allowed by law.

NUECES COUNTY DRAINAGE DISTRICT #2

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

OWNER AGREES TO FULFILL AND ABIDE BY TERMS OF PERMIT/LICENSE:

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

# APPENDIX I

NUECES COUNTY DRAINAGE DISTRICT #2  
PERMIT APPLICATION FORM

CULVERT CROSSING AND DRAINAGE CONNECTIONS

DATE \_\_\_\_\_

OWNER \_\_\_\_\_

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE (\_\_\_\_) \_\_\_\_\_

DITCH DESIGNATION \_\_\_\_\_

LOCATION (With Regards to Major Roadways): \_\_\_\_\_ and Northing/Easting \_\_\_\_\_

DESCRIPTION OF PROPOSED CONSTRUCTION (Including but not limiting to: Culvert Crossing or Drainage Connection, Installation Procedures, Backfill Material Proposed, Compaction Density, and Depth of Cover):

\_\_\_\_\_  
\_\_\_\_\_

CULVERT SIZE \_\_\_\_\_ # OF BARRELS \_\_\_\_\_ MATERIAL \_\_\_\_\_

COMMENTS \_\_\_\_\_

\_\_\_\_\_  
SUBMITTED BY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

APPROVAL SUBJECT TO ANY AND ALL REQUIREMENTS, SPECIFICATIONS, AND/OR CHANGES ATTACHED HERE TO

\_\_\_\_\_  
APPROVED BY DISTRICT ENGINEER \_\_\_\_\_ DATE \_\_\_\_\_

\_\_\_\_\_  
OWNERS ACKNOWLEDGEMENT \_\_\_\_\_ DATE \_\_\_\_\_

APPLICANT OR DEVELOPER SHALL REIMBURSE DISTRICT FOR ENGINEERING COST INCURRED DURING REVIEW OF APPLICATION AND CONSTRUCTION SAID AMOUNTS SHOULD BE PAID WITHIN THIRTY (30) DAYS OF PRESENTATION. IF NOT PAID, SAID COSTS SHALL BEAR MAXIMUM ALLOWABLE INTEREST APPLICABLE UNDER THE LAW. IF DISTRICT EMPLOYS AN ATTORNEY TO COLLECT THE SAME, DISTRICT SHALL BE ENTITLED TO ALL ATTORNEY FEES AND ALL COSTS OF COURT AND OTHER EXPENSES OCCASIONED BY SUCH EVENT.

Attachments:

- a.
- b.
- c.

Form Prepared: September 2014  
Revised: N/A