

ORDINANCE 16-12

AN ORDINANCE OF THE CITY OF WOODWAY, TEXAS;
AMENDING CHAPTER 17, SUBDIVISIONS, OF THE
CODE OF ORDINANCES OF THE CITY OF WOODWAY,
TEXAS, SECTION 17-21 (CONSTRUCTION OF WATER,
SEWER AND DRAINAGE FACILITIES); ADDING
SECTION 17-21.1 (RESPONSIBILITY FOR
MAINTENANCE OF DETENTION FACILITIES)
PROVIDING A SAVINGS CLAUSE; PROVIDING A
REPEALING CLAUSE, AND FINDING AND
DETERMINING THAT THE MEETING AT WHICH THIS
ORDINANCE IS ADOPTED WAS NOTICED AND WAS
OPEN TO THE PUBLIC AS REQUIRED BY LAW.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF WOODWAY, TEXAS:

SECTION I

That Chapter 17, Subdivisions, of the Code of Ordinances of the City of Woodway, Texas, Section 17-21 (Construction of water, sewer and drainage facilities) is hereby amended, in its entirety, to read as follows:

Sec. 17-21. - Construction of water, sewer and drainage facilities.

- (a) *Within the subdivision.* The subdivider shall, at his own cost and in accordance with the city comprehensive plan, dedicate such right-of-way and construct such storm sewers, drainage ditches, sewage transportation, treatment and disposal facilities (whether or not same shall be connected to existing sewage facilities), water mains and water lines, of such size and design as to adequately serve the area being subdivided, including such items as the city shall require as a part of and in accordance with the city comprehensive plan.
- (b) *Off-site improvements.* Where it is necessary, in order to properly serve the subdivision, that extension of existing city utilities be made or drainage facilities be constructed outside the subdivision, which extensions of such facilities are here referred to as "off-site improvements," the subdivider shall install such off-site improvements at his own expense.

Sec. 17-21.1 - Responsibility for maintenance of detention facilities.

- (a) *Proposed Drainage Detention Facilities.* If a development includes or is required to include drainage detention facilities, the developer must provide a plan to assure future maintenance and repair of the drainage detention facilities which does not require the expenditure of City funds. The City of Woodway may accept maintenance and repair responsibilities with regard to proposed drainage detention facilities if a maintenance agreement or other instrument is entered into with the City and recorded which binds the developer (or owner if different from the developer) and its successors and assigns to pay the City for the costs thereof. Otherwise, maintenance and repair of the drainage detention facilities shall remain the responsibility of the owners and their successors and assigns. Any such instrument must clearly state that it is a covenant shall running with the land.

- (b) *Existing Drainage Detention Facilities.* Unless the City has expressly accepted maintenance and repair responsibilities by a written instrument filed of record, maintenance and repair of existing drainage detention facilities is the responsibility of the relevant property owners or the relevant property owners association. The City of Woodway may accept maintenance and repair responsibilities with regard to an existing drainage detention facility if a maintenance agreement or other instrument is entered into with the City and recorded which binds the relevant property owners or property owners association, and their successors and assigns, to pay the City for the costs thereof. Otherwise, maintenance and repair of the drainage detention facilities shall remain the responsibility of the relevant property owners or property owners association and their successors and assigns. Any such instrument must clearly state that it is a covenant shall running with the land.
- (c) *Effect of Dedication.* Any dedication to the public of a drainage easement shall not impose upon the City of Woodway the obligation to construct, maintain, or repair drainage detention facilities, and acceptance of a dedication by the City of Woodway shall not constitute acceptance by the City of the drainage detention facilities, whether current or to be constructed, for maintenance unless such maintenance and repair responsibility is expressly accepted in a written instrument filed of record.

SECTION II

That if any provision of this ordinance is found by a Court of competent jurisdiction to be invalid, unconstitutional or unenforceable, or if the application of this ordinance to any person or circumstances is found to be invalid, unenforceable or unconstitutional, such invalidity, unenforceability or unconstitutionality shall not affect the other provisions or application of this ordinance which can be given effect without the invalid, unenforceable or unconstitutional provisions or application.

SECTION III

That all ordinances, codes, regulations, policies and guidelines of and in the City of Woodway, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION IV

That it is hereby officially found and determined that the meeting at which this ordinance is passed is open to the public as required by law and that public notice of the time, place and purpose of said meeting was given as required by law.

PASSED AND APPROVED this 12th day of September 2016.

CITY OF WOODWAY, TEXAS



Donald J. Baker, Mayor

ATTEST:



Donna Barkley, City Secretary

APPROVED:



Mike Dixon, City Attorney