



**NOTICE OF SPECIAL MEETING AGENDA
LANCASTER CITY COUNCIL
MUNICIPAL CENTER CITY COUNCIL CHAMBERS
211 N. HENRY STREET, LANCASTER, TEXAS**



Monday, August 29, 2016 - 7:00 PM

CALL TO ORDER

CONSENT AGENDA:

Items listed under the consent agenda are considered routine and are generally enacted in one motion. The exception to this rule is that a Council Member may request one or more items to be removed from the consent agenda for separate discussion and action.

1. Discuss and consider a resolution approving the City of Lancaster Public Improvement District (PID) Advisory Board Appointments.

ACTION:

2. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Boardwalk Public Improvement District.
3. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Pleasant Run Estates, Phase 1-A Public Improvement District.
4. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Meadowview Public Improvement District.
5. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Rolling Meadows Public Improvement District.
6. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Glendover Estates Public Improvement District.
7. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Millbrook East Public Improvement District.
8. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Beltline Ashmoore Public Improvement District.
9. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Tribute at Mills Branch and Tribute East at Mills Branch Public Improvement District.

10. Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Lancaster Mills Public Improvement District.
11. Discuss and consider a resolution authorizing the award of Bid #2016-9 for Water Line improvements for East 2nd Street, Dallas Avenue, Main Street, Pleasant Run Road and Lancaster Hutchins Road to Rumsey Construction in an amount not to exceed five hundred ninety four thousand two hundred one dollars and zero cents (\$594,201.00).

PUBLIC HEARING:

12. Conduct a public hearing and discuss an ordinance regarding the proposed fiscal year 2016/2017 budget for the fiscal year beginning October 1, 2016 ending September 30, 2017 providing that expenditures for said fiscal year shall be in accordance with said budget.
13. Conduct a public hearing and discuss an ordinance regarding the proposed revenue increase from levying ad valorem taxes for fiscal year 2016/2017 at \$0.8675 per one hundred dollars assessed valuation of all taxable property within the corporate limits to provide revenues for current maintenance and operation expenses and interest and sinking fund requirements; providing due and delinquent dates; penalties and interest; providing a homestead exemption and disability exemption.

ADJOURNMENT

EXECUTIVE SESSION: The City Council reserve the right to convene into executive session on any posted agenda item pursuant to Section 551.071(2) of the Texas Government Code to seek legal advice concerning such subject.

ACCESSIBILITY STATEMENT: Meetings of the City Council are held in municipal facilities are wheelchair-accessible. For sign interpretive services, call the City Secretary's office, 972-218-1311, or TDD 1-800-735-2989, at least 72 hours prior to the meeting. Reasonable accommodation will be made to assist your needs.

PURSUANT TO SECTION 30.06 PENAL CODE (TRESPASS BY HOLDER WITH A CONCEALED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A CONCEALED HANDGUN.

CONFORME A LA SECCION 30.06 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO 411, CODIGO DEL GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO OCULTADA.

PURSUANT TO SECTION 30.07 PENAL CODE (TRESPASS BY HOLDER WITH AN OPENLY CARRIED HANDGUN), A PERSON LICENSED UNDER SUBCHAPTER H, CHAPTER 411, GOVERNMENT CODE (HANDGUN LICENSING LAW), MAY NOT ENTER THIS PROPERTY WITH A HANDGUN THAT IS CARRIED OPENLY.

CONFORME A LA SECCION 30.07 DEL CODIGO PENAL (TRASPASAR PORTANDO ARMAS DE FUEGO AL AIRE LIBRE CON LICENCIA) PERSONAS CON LICENCIA BAJO DEL SUB-CAPITULO H, CAPITULO 411, CODIGO DE GOBIERNO (LEY DE PORTAR ARMAS), NO DEBEN ENTRAR A ESTA PROPIEDAD PORTANDO UN ARMA DE FUEGO AL AIRE LIBRE.

Certificate

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on August 25, 2016 @ 5:00 p.m. and copies thereof were provided to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.

A handwritten signature in blue ink, appearing to read "Sorangel O. Arenas", is positioned above a horizontal line.

Sorangel O. Arenas
City Secretary

LANCASTER CITY COUNCIL

City Council Special Meeting

Item 1.

Meeting Date: 08/29/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda.

Goal(s): Healthy, Safe & Vibrant Community
Quality Development

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider a resolution approving the City of Lancaster Public Improvement District (PID) Advisory Board Appointments.

Background:

At the April 28, 2014 regular meeting, City Council adopted a Public Improvement District (PID) policy establishing a uniform policy for all PID Advisory Boards. As part of the adoption of the policy was a provision for all of the Board appointments to be confirmed by the governing body.

Operational Considerations:

The City Manager's office, Community Relations Division is responsible for the implementation of PIDs. As prescribed by Chapter 372 of the Texas Local Government Code and the PID policy, the Lancaster City Council will confirm all PID Advisory board elections following the policy adoption. Each year during PID service plan consideration, the PID Advisory Board confirmations will be included in all future action.

Legal Considerations:

The City Attorney has reviewed and approved the resolution as to form.

Public Information Considerations:

This item is considered at a meeting of the City Council posted in accordance with the Texas Open Meetings Act.

Options/Alternatives:

1. City Council may approve the resolution as presented.
2. City Council may reject the resolution and redirect staff.

Recommendation:

Staff recommends approval of the FY2016/2017 PID Advisory Board Members.

Attachments

Resolution
Exhibit A

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS APPROVING THE PUBLIC IMPROVEMENT DISTRICT ADVISORY BOARD APPOINTMENTS; PROVIDING A REPEALING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council of the City of Lancaster, Texas has previously adopted a Public Improvement District Policy; and

WHEREAS, Public Improvement Districts support Lancaster neighborhoods and seeks to strengthen and connect neighborhoods; and

WHEREAS, the City Council has determined that it is in the best interest of the City to provide a consistent process of implementing Public Improvement Districts; and

WHEREAS, the City Council desires to support the process of policy implementation for the purposes of uniformity amongst all City boards and commissions.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. That the following appointment of the nine (9) Public Improvement District Advisory Boards are attached hereto as Exhibit "A".

SECTION 2. That should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 3. This Resolution shall become effective immediately from and after its passage, as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 29th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

PUBLIC IMPROVEMENT DISTRICT (PID)
ADVISORY BOARD MEMBERS

FY 2016-2017

MILLBROOK EAST PID

Gordon Butler
Evelyn Dubois
Cynthia Adams

GLENDOWER ESTATES PID

LaShanda Thompson
Robert Pointer
LaTasha Lacy
Andrea king
Darren Reynolds

PLEASANT RUN ESTATES PHASE 1-A PID

Annie Price
Brandon Turner
Rickey Childers
Joyce Cooper
Geraldine Grimes
Lawrence Smith

ROLLING MEADOWS PID

Ted Darden
Bobbie Young
Anita Lott
Stacey Jaglowski
Anthony Allen

LANCASTER BOARDWALK PID

Tamara Vaughn
Ella Douglas
Vincent Johnson
Eddie Thomas
Chawanza Wright
Jimmie Harp
James Hargrave

TRIBUTE AT MILLS BRANCH AND TRIBUTE EAST PID

Jason Massey
Emma Coleson

BELTLINE ASHMOORE ESTATES PID

Ivory Barnes
Deborah Taylor
Petra Covington

MEADOWVIEW PID

Cassandra McCray
Pamella Robinson
Harmonica Mays
Kenneth Kirk

LANCASTER MILLS PID

-None-

LANCASTER CITY COUNCIL

City Council Special Meeting

Item 2.

Meeting Date: 08/29/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government
Healthy, Safe & Vibrant Community

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Boardwalk Public Improvement District.

Background:

Boardwalk is an established subdivision consisting of approximately 38.002 acres in Phase 1 and 43.237 acres in Phase 2 totaling 80.239 acres generally located on the South side of Cedardale Road and on the east side of Houston School Road. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board, in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act"), is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved budget.

The Boardwalk PID is proposing a decrease in their annual assessment of \$0.2400 to \$0.2000.

On Monday, August 22, 2016, Council conducted the public hearing and there were no speakers.

Operational Considerations:

All PID's require the Finance Department to maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code enforcement action.

Legal Considerations:

The notice of public hearing was posted in the publication of record and notices mailed to each owner of record in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 7, 2016 and notices mailed to property owners of record on August 10, 2016 as required by Local Government Code Chapter 372. The public hearing was conducted on Monday, August 22, 2016.

Fiscal Impact:

The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting fees. The fiscal year 2016/2017 proposed service plan budget is \$154,108.03 and assessments are proposed at \$0.2000 per one hundred dollars assessed valuation.

Options/Alternatives:

1. Approve the ordinance as presented.
2. Reject the ordinance.

Recommendation:

Staff recommends approval of the ordinance as presented.

Attachments

Ordinance

Exhibit A

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE LANCASTER BOARDWALK PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2011-08-68 passed on August 8, 2011, after the conduct of a duly notified public hearing, the City Council established the Lancaster Boardwalk Public Improvement District (the "District"); and

WHEREAS, on August 22, 2016 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 22nd day of August, 2016, the City Council closed the public hearing; and on the 29th day of August, 2016, levied assessments against property and the owners thereof in the District; and

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

SECTION 1. BENEFITS ACCRUED: That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 2. ADOPTING SERVICE PLAN: That the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof is hereby adopted.

SECTION 3. RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and her designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

(a) All residential lots, for these lots the assessment shall not exceed \$0.2000 per \$100 of valuation through the assessment established for fiscal year 2016/2017; and

(b) Tax exempt property and municipal property, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

SECTION 5. ASSESSMENT LEVY: That for fiscal year 2016/2017 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the Service and Assessment Plan may be adjusted for years subsequent following an annual review of the budget for the District and the Service and Assessment Plan.

SECTION 6. METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney's fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

SECTION 7. ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

SECTION 8. CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. EFFECTIVE DATE: This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 29th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Fund: 64 BOARDWALK PID

Five Year Budget

Department: 4 OPERATIONS

Program:

Period Ending: 8/2016

Account	Description	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget
64-0201-04-00	SUPPLIES	600.00	600.00	600.00	600.00	600.00
64-0210-04-00	FOOD/BEVERAGE-MTGS/FUNCTIONS	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
64-0211-04-00	MISCELLANEOUS	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
64-0214-04-00	POSTAGE	500.00	500.00	500.00	500.00	500.00
64-0225-04-00	LANDSCAPING	17,000.00	17,000.00	17,000.00	17,000.00	17,000.00
Subtotal:		21,100.00	21,100.00	21,100.00	21,100.00	21,100.00
64-0301-04-00	MAINT-BLDGS & STRUCTURES	3,330.80	3,330.80	3,330.80	3,330.80	3,330.80
64-0303-04-00	MAINTENANCE-MISCELLANEOUS	11,000.00	11,000.00	11,000.00	11,000.00	11,000.00
64-0305-04-00	MAINT-CLEANOUT	500.00	500.00	500.00	500.00	500.00
64-0351-04-00	MISC. MAINTENANCE	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
64-0371-04-00	LANDSCAPING REPAIR & MAINT	22,000.00	22,000.00	22,000.00	22,000.00	22,000.00
64-0372-04-00	IRRIGATION SYS REPAIR & MAINT	15,000.00	15,000.00	15,000.00	15,000.00	15,000.00
Subtotal:		71,830.80	71,830.80	71,830.80	71,830.80	71,830.80
64-0403-04-00	INSURANCE	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
64-0410-04-00	UTILITIES - ELECTRICITY	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
64-0411-04-00	WATER PURCHASES PID	10,500.00	10,500.00	10,500.00	10,500.00	10,500.00
64-0416-04-00	OTHER PROFESSIONAL SERVICES	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
64-0421-04-00	PRINTING	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
64-0423-04-00	CONTRACT MOWING	250.00	250.00	250.00	250.00	250.00
64-0434-04-00	SPECIAL EVENTS	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
64-0436-04-00	IMPROVEMENTS BY CONTRACTORS	27,247.23	27,247.23	27,247.23	27,247.23	27,247.23
64-0437-04-00	AUDIT SERVICES	750.00	750.00	750.00	750.00	750.00
64-0446-04-00	LEGAL SERVICES	500.00	500.00	500.00	500.00	500.00
64-0450-04-00	ADMINISTRATIVE MANAGMENT FEE	7,000.00	7,000.00	7,000.00	7,000.00	7,000.00
64-0452-04-00	FILING FEES	250.00	250.00	250.00	250.00	250.00
64-0456-04-00	NEWLETTER	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
64-0469-04-00	STORAGE	180.00	180.00	180.00	180.00	180.00
Subtotal:		60,177.23	60,177.23	60,177.23	60,177.23	60,177.23
64-0537-04-00	DALLAS COUNTY TAX COLL SVCS	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Subtotal:		1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Program number:		154,108.03	154,108.03	154,108.03	154,108.03	154,108.03
Department number:	OPERATIONS	154,108.03	154,108.03	154,108.03	154,108.03	154,108.03
Fund number:	64 BOARDWALK PID	154,108.03	154,108.03	154,108.03	154,108.03	154,108.03
***** End of Report *****						

LANCASTER CITY COUNCIL

City Council Special Meeting

Item 3.

Meeting Date: 08/29/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Pleasant Run Estates, Phase 1-A Public Improvement District.

Background:

Pleasant Run Estates, Phase 1-A, is an established subdivision consisting of approximately 30.44 acres generally located on the north side of Pleasant Run Road and Blue Grove. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board, in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act"), is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved budget.

The Pleasant Run Estates Phase 1-A PID is proposing an annual assessment of \$0.1800 per \$100 assessed value.

On Monday, August 22, 2016 Council conducted the public hearing and there was one speaker in favor of the ordinance as presented.

Operational Considerations:

All PID's require the Finance Department to maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code enforcement action.

Legal Considerations:

The notice of public hearing was mailed to each property owner of record and posted in publication of record in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 7, 2016 and notices mailed to property owners of record on August 10, 2016 as required by Local Government Code Chapter 372. The public hearing was conducted on Monday, August 22, 2016.

Fiscal Impact:

The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting fees to maintain the neighborhood open space and common areas. The fiscal year 2016/2017 proposed service plan budget is \$25,880.00 and assessments are proposed at \$0.1800 per one hundred dollars assessed valuation.

Options/Alternatives:

1. Approve the ordinance as presented.
2. Reject the ordinance.

Recommendation:

Staff recommends approval of the as presented.

Attachments

Ordinance
Exhibit A

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE PLEASANT RUN ESTATES PHASE 1-A PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2016-08-63 passed on August 8, 2016, after the conduct of a duly notified public hearing, the City Council established the Pleasant Run Estates Phase 1-A Public Improvement District (the "District"); and

WHEREAS, on August 8, 2016 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 22nd day of August, 2016, the City Council closed the public hearing; and levied assessments against property and the owners thereof in the District; and

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

SECTION 1. BENEFITS ACCRUED: That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 2. ADOPTING SERVICE PLAN: That the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof is hereby adopted.

SECTION 3. RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and her designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

(a) Residential lots on which construction of a home has been completed, for these lots the assessment shall not exceed \$0.1800 per \$100 of valuation through the assessment established for 2016/2017; and

(b) Tax exempt property and municipal property, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

SECTION 5. ASSESSMENT LEVY: That for 2016/2017 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the Service and Assessment Plan may be adjusted for years subsequent following an annual review of the budget for the District and the Service and Assessment Plan.

SECTION 6. METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney's fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

SECTION 7. ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

SECTION 8. CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 29th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Exhibit "A"

Account	Description	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget
61-0201-04-00	SUPPLIES	150.00	150.00	150.00	200.00	200.00
61-0211-04-00	MISCELLANEOUS	150.00	250.00	150.00	200.00	200.00
61-0214-04-00	POSTAGE	200.00	250.00	300.00	250.00	250.00
61-0225-04-00	LANDSCAPING	600.00	900.00	900.00	900.00	900.00
Subtotal:		1,100.00	1,550.00	1,500.00	1,550.00	1,550.00
61-0303-04-00	MAINTENANCE-MISCELLANEOUS	100.00	200.00	200.00	250.00	250.00
61-0305-04-00	MAINTENANCE-CLEANOUT	100.00	150.00	150.00	200.00	200.00
61-0351-04-00	MISC. MAINTENANCE	100.00	100.00	100.00	200.00	200.00
61-0371-04-00	LANDSCAPING REPAIR & MAINT	6,000.00	6,000.00	6,000.00	6,100.00	6,100.00
61-0372-04-00	IRRIGATION SYS REPAIR & MAINT	500.00	500.00	500.00	900.00	900.00
Subtotal:		6,800.00	6,950.00	6,950.00	7,650.00	7,650.00
61-0403-04-00	INSURANCE	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
61-0410-04-00	UTILITIES - ELECTRICITY	500.00	800.00	800.00	900.00	900.00
61-0411-04-00	WATER PURCHASES PID	4,500.00	4,500.00	4,500.00	5,000.00	5,000.00
61-0423-04-00	CONTRACT MOWING	150.00	150.00	150.00	200.00	200.00
61-0434-04-00	SPECIAL EVENTS	750.00	750.00	750.00	800.00	800.00
61-0437-04-00	AUDIT SERVICES	300.00	300.00	300.00	200.00	200.00
61-0446-04-00	LEGAL SERVICES	500.00	500.00	500.00	500.00	500.00
61-0450-04-00	Administrative Management Fee	7,200.00	7,200.00	7,300.00	7,300.00	7,300.00
61-0452-04-00	FILING FEES	80.00	80.00	80.00	80.00	80.00
Subtotal:		17,980.00	18,280.00	18,380.00	18,980.00	18,980.00
Program number:		25,880.00	26,780.00	26,830.00	28,180.00	28,180.00
Department number: OPERATIONS		25,880.00	26,780.00	26,830.00	28,180.00	28,180.00
Fund number: 61 PLEASANT RUN ESTATES - PID		25,880.00	26,780.00	26,830.00	28,180.00	28,180.00
***** End of Report *****						

LANCASTER CITY COUNCIL

City Council Special Meeting

Item 4.

Meeting Date: 08/29/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Meadowview Public Improvement District.

Background:

Meadowview is an established subdivision consisting of approximately 215.262 total acreage including 50.614 acres in Phase 1, 36.907 acres in Phase 2, 36.493 in Phase 3, 2.864 acres in Phase 4 and 88.384 acres in Phase 5. This subdivision is generally located east of Ames Road, west of Dizzy Dean Drive and north of Wintergreen Road. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act") is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved budget.

The Meadowview PID is proposing an annual assessment of \$0.1000 per \$100 assessed value.

On Monday, August 22, 2016, Council conducted the public hearing and there were no speakers.

Operational Considerations:

All PID's require the Finance Department to maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code enforcement action.

Legal Considerations:

The notice of public hearing was posted in the publication of record and notices mailed to the property owners of record in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 7, 2016 and notices mailed to property owners of record on August 10, 2016 as required by Local Government Code Chapter 372. The public hearing was conducted on Monday, August 22, 2016.

Fiscal Impact:

The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting fees. The fiscal year 2016/2017 proposed service plan budget is \$182,219.36 and assessments are proposed at \$0.1000 per one hundred dollars assessed valuation.

Options/Alternatives:

1. Approve the ordinance as presented.
2. Reject the ordinance.

Recommendation:

Staff recommends approval of the ordinance as presented.

Attachments

Ordinance

Exhibit A

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE MEADOWVIEW PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2011-08-67 passed on August 8, 2011, after the conduct of a duly notified public hearing, the City Council established the Meadowview Public Improvement District (the "District"); and

WHEREAS, on August 22, 2016 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 22nd day of August, 2016, the City Council closed the public hearing; and on the 29th day of August, 2016, levied assessments against property and the owners thereof in the District; and

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

SECTION 1. BENEFITS ACCRUED: That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 2. ADOPTING SERVICE PLAN: That the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof is hereby adopted.

SECTION 3. RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and her designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

(a) Residential lots, for these lots the assessment shall not exceed \$0.1000 per \$100 of valuation through the assessment established for fiscal year 2016/2017; and

(b) Tax exempt property and municipal property, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

SECTION 5. ASSESSMENT LEVY: That for fiscal year 2016/2017 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the Service and Assessment Plan may be adjusted for years subsequent following an annual review of the budget for the District and the Service and Assessment Plan.

SECTION 6. METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney's fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

SECTION 7. ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

SECTION 8. CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 29th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Account	Description	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget
62-0201-04-00	SUPPLIES	250.00	250.00	250.00	250.00	250.00
62-0210-04-00	FOOD/BEVERAGE-MTGS/FUNCTIONS	3,600.00	3,600.00	3,600.00	3,600.00	3,600.00
62-0211-04-00	MISCELLANEOUS	1,906.49	4,240.07	4,240.07	4,240.07	4,240.07
62-0214-04-00	POSTAGE	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
62-0225-04-00	LANDSCAPING	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00
Subtotal:		14,756.49	17,090.07	17,090.07	17,090.07	17,090.07
62-0305-04-00	MAINTENANCE - CLEANOUT	5,000.00	5,000.00	5,000.00	5,000.00	5,000.00
62-0351-04-00	MISC. MAINTENANCE	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
62-0371-04-00	LANDSCAPING REPAIR & MAINT	175.00	175.00	175.00	175.00	175.00
62-0372-04-00	IRRIGATIONS SYS REPAIR & MAINT	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
Subtotal:		10,175.00	10,175.00	10,175.00	10,175.00	10,175.00
62-0403-04-00	INSURANCE	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00
62-0410-04-00	UTILITIES - ELECTRICITY	800.00	800.00	800.00	800.00	800.00
62-0411-04-00	WATER PURCHASES PID	10,000.00	10,000.00	10,000.00	10,000.00	10,000.00
62-0413-04-00	UTILITIES TRASH DISPOSAL	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
62-0421-04-00	PRINTING	1,600.00	1,600.00	1,600.00	1,600.00	1,600.00
62-0422-04-00	COMPUTER PROFESSIONAL SERVICES	362.88	362.88	362.88	362.88	362.88
62-0423-04-00	CONTRACT MOWING	20,000.00	20,000.00	20,000.00	20,000.00	20,000.00
62-0434-04-00	SPECIAL EVENTS	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
62-0436-04-00	IMPROVEMENTS BY CONTRACTORS	105,000.00	20,000.00	20,000.00	20,000.00	20,000.00
62-0446-04-00	LEGAL SERVICES	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
62-0450-04-00	ADMINISTRATIVE MANAGEMENT FEE	600.00	600.00	600.00	600.00	600.00
62-0456-04-00	NEWSLETTER	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
62-0469-04-00	STORAGE	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Subtotal:		154,862.88	69,862.88	69,862.88	69,862.88	69,862.88
62-0511-04-00	PROPERTY TAXES PAID BY PID	25.00	25.00	25.00	25.00	25.00
62-0537-04-00	DALLAS COUNTY TAX COLL SVCS	2,400.00	2,400.00	2,400.00	2,400.00	2,400.00
Subtotal:		2,425.00	2,425.00	2,425.00	2,425.00	2,425.00
Program number:		182,219.37	99,552.95	99,552.95	99,552.95	99,552.95
Department number: OPERATIONS		182,219.37	99,552.95	99,552.95	99,552.95	99,552.95
Fund number: 62 MEADOWVIEW - PID		182,219.37	99,552.95	99,552.95	99,552.95	99,552.95
*****	End of Report	*****				

LANCASTER CITY COUNCIL

City Council Special Meeting

Item 5.

Meeting Date: 08/29/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Rolling Meadows Public Improvement District.

Background:

Rolling Meadows is an established subdivision consisting of approximately 38.8 acres generally located on the east and west side of Rolling Hills Place and on the north side of Beltline. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board, in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act"), is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved budget.

The Rolling Meadows PID is proposing an annual assessment of \$0.2500 per \$100 assessed value.

On Monday, August 22, 2016 Council conducted the public hearing and there were no speakers.

Operational Considerations:

All PID's require the Finance Department to maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code enforcement action.

Legal Considerations:

The notice of public hearing was posted in the publication of record and notices mailed to the property owners of record in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 7, 2016 and notices mailed to property owners of record on August 10, 2016 as required by Local Government Code Chapter 372. The public hearing was conducted on Monday, August 22, 2016.

Fiscal Impact:

The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting fees. The fiscal year 2016/2017 proposed service plan budget is \$34,378.47 and assessments are proposed at \$0.2500 per one hundred dollars assessed valuation.

Options/Alternatives:

1. Approve the ordinance as presented.
2. Reject the ordinance.

Recommendation:

Staff recommends approval of the ordinance as presented.

Attachments

Ordinance

Exhibit A

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE ROLLING MEADOWS PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2008-08-77 passed on August 25, 2008, after the conduct of a duly notified public hearing, the City Council established the Rolling Meadows Public Improvement District (the "District"); and

WHEREAS, on August 22, 2016 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 22nd day of August, 2016, the City Council closed the public hearing; and on the 29th day of August, 2016, levied assessments against property and the owners thereof in the District; and

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

SECTION 1. BENEFITS ACCRUED: That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 2. ADOPTING SERVICE PLAN: That the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof is hereby adopted.

SECTION 3. RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and her designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

(a) Residential lots on which construction of a home has been completed, for these lots the assessment shall not exceed \$0.2500 per \$100 of valuation through the assessment established for fiscal year 2016/2017; and

(b) Tax exempt property and municipal property, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

SECTION 5. ASSESSMENT LEVY: That for fiscal year 2016/2017 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the Service and Assessment Plan may be adjusted for years subsequent following an annual review of the budget for the District and the Service and Assessment Plan.

SECTION 6. METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney's fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

SECTION 7. ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

SECTION 8. CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 29th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Account	Description	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget
57-0211-04-00	MISCELLANEOUS	320.00	320.00	320.00	320.00	320.00
Subtotal:		320.00	320.00	320.00	320.00	320.00
57-0301-04-00	MAINT-BLDGS & STRUCTURES	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
57-0351-04-00	MISC. MAINTENANCE	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
57-0371-04-00	LANDSCAPING REPAIR & MAINT	1,350.00	1,350.00	1,350.00	1,350.00	1,350.00
57-0372-04-00	IRRIGATION MAINT & REPAIRS	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
Subtotal:		6,550.00	6,550.00	6,550.00	6,550.00	6,550.00
57-0403-04-00	CASUALTY INSURANCE	2,300.00	2,300.00	2,300.00	2,300.00	2,300.00
57-0407-04-00	TAXES	300.00	300.00	300.00	300.00	300.00
57-0410-04-00	UTILITIES - ELECTRICITY	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
57-0411-04-00	WATER PURCHASE PID	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
57-0421-04-00	PRINTING	100.00	100.00	100.00	100.00	100.00
57-0423-04-00	CONTRACT MOWING	9,450.23	9,450.00	9,450.00	9,450.00	9,450.00
57-0434-04-00	SPECIAL EVENTS	1,558.24	1,558.00	1,558.00	1,558.00	1,558.00
57-0450-04-00	ADMINISTRATIVE MGMT FEE	7,800.00	7,800.00	7,800.00	7,800.00	7,800.00
57-0456-04-00	NEWSLETTER	500.00	500.00	500.00	500.00	500.00
57-0469-04-00	STORAGE FEES	600.00	600.00	600.00	600.00	600.00
Subtotal:		27,008.47	27,008.00	27,008.00	27,008.00	27,008.00
57-0537-04-00	DALLAS COUNTY TAX COLL SVCS	500.00	500.00	500.00	500.00	500.00
Subtotal:		500.00	500.00	500.00	500.00	500.00
Program number:		34,378.47	34,378.00	34,378.00	34,378.00	34,378.00
Department number: OPERATIONS		34,378.47	34,378.00	34,378.00	34,378.00	34,378.00
Fund number: 57 ROLLING MEADOWS - PID		34,378.47	34,378.00	34,378.00	34,378.00	34,378.00
*****	End of Report *****					

LANCASTER CITY COUNCIL

City Council Special Meeting

Item 6.

Meeting Date: 08/29/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government
Healthy, Safe & Vibrant Community

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Glendover Estates Public Improvement District.

Background:

Glendover Estates is an established subdivision of approximately 29.56 acres generally located south of Pleasant Run Road and west of Houston School Road. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board, in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act"), is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved budget.

The Glendover Estates PID is proposing an annual assessment of \$0.2400 per \$100 assessed value.

On Monday, August 22, 2016, Council conducted the public hearing and there were no speakers.

Operational Considerations:

All PID's require the Finance Department to maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code enforcement action.

Legal Considerations:

The notice of public hearing was posted in the publication of record and notices mailed to each property owners of record in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 7, 2016 and notices mailed to property owners of record on August 10, 2016 as required by Local Government Code Chapter 372. The public hearing was conducted on Monday, August 22, 2016.

Fiscal Impact:

The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting fees. The fiscal year 2016/2017 proposed service plan budget is \$30, 053 and assessments are proposed at \$0.2400 per one hundred dollars assessed valuation.

Options/Alternatives:

1. Approve the ordinance as presented.
2. Reject the ordinance.

Recommendation:

Staff recommends approval of the ordinance as presented.

Attachments

Ordinance

Exhibit A

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE GLENDOVER ESTATES PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2006-09-76 passed on September 25, 2006, after the conduct of a duly notified public hearing, the City Council established the Glendover Estates Public Improvement District (the "District"); and

WHEREAS, on August 22, 2016 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 22nd day of August, 2016, the City Council closed the public hearing; and on the 29th day of August, 2016, levied assessments against property and the owners thereof in the District; and

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

SECTION 1. BENEFITS ACCRUED: That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 2. ADOPTING SERVICE PLAN: That the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof is hereby adopted.

SECTION 3. RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and her designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

(a) Residential lots on which construction of a home has been completed, for these lots the assessment shall not exceed \$0.2400 per \$100 of valuation through the assessment established for fiscal year 2016/2017; and

(b) Tax exempt property and municipal property, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

SECTION 5. ASSESSMENT LEVY: That for fiscal year 2016/2017 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the Service and Assessment Plan may be adjusted for years subsequent following an annual review of the budget for the District and the Service and Assessment Plan.

SECTION 6. METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney's fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

SECTION 7. ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, County, school district or city ad valorem taxes.

SECTION 8. CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 29th day of August, 2016

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Account	Description	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget
54-0201-04-00	OFFICE SUPPLIES	500.00	500.00	500.00	500.00	500.00
54-0210-04-00	FOOD/BEVERAGE-MTGS/FUNCTIONS	100.00	100.00	100.00	100.00	100.00
54-0211-04-00	MISCELLANEOUS	100.00	100.00	100.00	100.00	100.00
54-0214-04-00	POSTAGE	75.00	75.00	75.00	75.00	75.00
54-0225-04-00	LANDSCAPING	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
Subtotal:		2,775.00	2,775.00	2,775.00	2,775.00	2,775.00
54-0301-04-00	MAINT-BLDGS & STRUCTURES	500.00	500.00	500.00	500.00	500.00
54-0351-04-00	MISC. MAINTENANCE	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
54-0372-04-00	IRRIGATION SYS REPAIR & MAINT	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
Subtotal:		4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
54-0403-04-00	CASUALTY INSURANCE	1,550.00	1,550.00	1,550.00	1,550.00	1,550.00
54-0410-04-00	UTILITIES - ELECTRICITY	750.00	750.00	750.00	750.00	750.00
54-0411-04-00	WATER PURCHASE PID	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00
54-0421-04-00	PRINTING	38.00	38.00	38.00	38.00	38.00
54-0423-04-00	CONTRACT MOWING	9,310.00	9,310.00	9,310.00	9,310.00	9,310.00
54-0434-04-00	SPECIAL EVENTS	250.00	250.00	250.00	250.00	250.00
54-0437-04-00	AUDIT SERVICES	300.00	300.00	300.00	300.00	300.00
54-0450-04-00	ADMINISTRATIVE MANAGEMENT FEE	6,900.00	6,900.00	6,900.00	6,900.00	6,900.00
54-0469-04-00	STORAGE	180.00	180.00	180.00	180.00	180.00
Subtotal:		23,278.00	23,278.00	23,278.00	23,278.00	23,278.00
54-0537-04-00	DALLAS COUNTY TAX COLL SVCS		300.00	300.00	300.00	300.00
Subtotal:			300.00	300.00	300.00	300.00
Program number:		30,053.00	30,353.00	30,353.00	30,353.00	30,353.00
Department number: OPERATIONS		30,053.00	30,353.00	30,353.00	30,353.00	30,353.00
Fund number: 54 GLENDOVER ESTATES - PID		30,053.00	30,353.00	30,353.00	30,353.00	30,353.00
*****	End of Report	*****				

LANCASTER CITY COUNCIL

City Council Special Meeting

Item 7.

Meeting Date: 08/29/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Millbrook East Public Improvement District.

Background:

Millbrook East is an established subdivision consisting of approximately 46.265 acres in Phase 1 and 17.572 acres Phase 2A and 13.540 acres Phase 2B for a total of 77.377 acres generally located on the south side of Pleasant Run Road east of Houston School Road and west of Bluegrove Road. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act") is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved budget.

On Monday, August 22, 2016 Council conducted the public hearing and there were no speakers.

Operational Considerations:

All PID's require the Finance Department to maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code enforcement action.

Legal Considerations:

The notice of public hearing was posted in the publication of record and notices mailed to the property owners of record in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 7, 2016 and notices mailed to property owners of record on August 10, 2016 as required by Local Government Code Chapter 372. The public hearing was conducted on Monday, August 22, 2016.

Fiscal Impact:

The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting fees. The fiscal year 2016/2017 proposed service plan budget is \$41,263 and assessments are proposed at \$0.1500 per one hundred dollars assessed valuation.

There was a reduction in the assessment rate from \$0.18 to \$0.15.

Options/Alternatives:

1. Approve the ordinance as presented.
2. Reject the ordinance.

Recommendation:

Staff recommends approval of the ordinance as presented.

Attachments

Ordinance

Exhibit A

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE MILLBROOK EAST PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2011-08-69 passed on August 8, 2011, after the conduct of a duly notified public hearing, the City Council established the Millbrook East Public Improvement District (the "District"); and

WHEREAS, on August 22, 2016 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 22nd day of August 2016, the City Council closed the public hearing; and on the 29th day of August, 2016 levied assessments against property and the owners thereof in the District; and

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

SECTION 1. BENEFITS ACCRUED: That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 2. ADOPTING SERVICE PLAN: That the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof is hereby adopted.

SECTION 3. RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and her designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

(a) All residential lots, for these lots the assessment shall not exceed \$0.15 per \$100 of assessed valuation through the assessment established for fiscal year 2016/2017; and

(b) Tax exempt property and municipal property, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

SECTION 5. ASSESSMENT LEVY: That for fiscal year 2016/2017 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the Service and Assessment Plan may be adjusted for years subsequent following an annual review of the budget for the District and the Service and Assessment Plan.

SECTION 6. METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney's fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

SECTION 7. ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

SECTION 8. CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 29th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Account	Description	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget
63-0201-04-00	SUPPLIES	600.00	600.00	300.00	600.00	600.00
63-0211-04-00	MISCELLANEOUS	250.00	250.00	250.00	250.00	250.00
63-0214-04-00	POSTAGE	300.00	300.00	600.00	300.00	300.00
Subtotal:		1,150.00	1,150.00	1,150.00	1,150.00	1,150.00
63-0351-04-00	MISC. MAINTENANCE	2,671.00	2,671.00	2,671.00	2,671.00	2,671.00
63-0371-04-00	LANDSCAPING REPAIR & MAINT	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
63-0372-04-00	IRRIGATIONS SYS REPAIR & MAINT	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
Subtotal:		5,171.00	5,171.00	5,171.00	5,171.00	5,171.00
63-0403-04-00	INSURANCE	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00
63-0411-04-00	WATER PURCHASES PID	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
63-0416-04-00	OTHER PROFESSIONAL SERVICES	720.00	720.00	720.00	720.00	720.00
63-0421-04-00	PRINTING	150.00	150.00	150.00	150.00	150.00
63-0423-04-00	CONTRACT MOWING	16,032.00	16,032.00	16,032.00	16,032.00	16,032.00
63-0434-04-00	SPECIAL EVENTS	300.00	300.00	300.00	300.00	300.00
63-0437-04-00	AUDIT SERVICES	300.00	300.00	300.00	300.00	300.00
63-0446-04-00	LEGAL SERVICES	500.00	500.00	500.00	500.00	500.00
63-0450-04-00	ADMINISTRATIVE MANAGEMENT FEE	9,600.00	9,600.00	9,600.00	9,600.00	9,600.00
63-0452-04-00	FILING FEES	100.00	100.00	100.00	100.00	100.00
63-0469-04-00	STORAGE	240.00	240.00	240.00	240.00	240.00
Subtotal:		34,442.00	34,442.00	34,442.00	34,442.00	34,442.00
63-0537-04-00	DALLAS COUNTY TAX COLL SVCS	500.00	500.00	500.00	500.00	500.00
Subtotal:		500.00	500.00	500.00	500.00	500.00
Program number:		41,263.00	41,263.00	41,263.00	41,263.00	41,263.00
Department number: OPERATIONS		41,263.00	41,263.00	41,263.00	41,263.00	41,263.00
Fund number: 63 MILLBROOK EAST PID		41,263.00	41,263.00	41,263.00	41,263.00	41,263.00
*****	End of Report *****					

LANCASTER CITY COUNCIL

City Council Special Meeting

Item 8.

Meeting Date: 08/29/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government
Healthy, Safe & Vibrant Community

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Beltline Ashmoore Public Improvement District.

Background:

Beltline Ashmoore is an established subdivision consisting of approximately 19.42 acres generally located on the north side of Beltline Road between Houston School Road and Blue Grove. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board, in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act"), is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved budget.

The Beltline Ashmoore PID is proposing an annual assessment of \$0.1500 per \$100 assessed value.

On Monday, August 22, 2016 Council conducted the public hearing and there were no speakers.

Operational Considerations:

All PID's require the Finance Department to maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code enforcement action.

Legal Considerations:

The notice of public hearing was mailed to each property owner of record and posted in publication of record in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 7, 2016 and notices mailed to property owners of record on August 10, 2016 as required by Local Government Code Chapter 372. The public hearing was conducted on Monday, August 22, 2016.

Fiscal Impact:

The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting fees to maintain the neighborhood open space and common areas. The fiscal year 2016/2017 proposed service plan budget is \$32,750.00 and assessments are proposed at \$0.1500 per one hundred dollars assessed valuation.

Options/Alternatives:

1. Approve the Ordinance as presented.
2. Reject the Ordinance.

Recommendation:

Staff recommends approval of the Ordinance as presented.

Attachments

Ordinance

Exhibit A

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE BELTLINE ASHMOORE PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2010-12-96 passed on December 13, 2010, after the conduct of a duly notified public hearing, the City Council established the Beltline Ashmoore Public Improvement District (the "District"); and

WHEREAS, on August 22, 2016 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 22nd day of August, 2016, the City Council closed the public hearing; and on the 29th day of August, 2016 levied assessments against property and the owners thereof in the District; and

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

SECTION 1. BENEFITS ACCRUED: That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 2. ADOPTING SERVICE PLAN: That the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof is hereby adopted.

SECTION 3. RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and her designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

(a) Residential lots on which construction of a home has been completed, for these lots the assessment shall not exceed \$0.1500 per \$100 of valuation through the assessment established for fiscal year 2016/2017; and

(b) Tax exempt property and municipal property, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

SECTION 5. ASSESSMENT LEVY: That for fiscal year 2016/2017 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the Service and Assessment Plan may be adjusted for years subsequent following an annual review of the budget for the District and the Service and Assessment Plan.

SECTION 6. METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney's fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

SECTION 7. ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

SECTION 8. CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 29th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

Fund: 60 BELTLINE ASHMOORE - PID

Department: 4 OPERATIONS

Program:

Period Ending: 8/2016

Account	Description	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget
60-0201-04-00	SUPPLIES	400.00	400.00	400.00	400.00	400.00
60-0210-04-00	FOOD/BEVERAGES-MTGS/FUNCTIONS	100.00	100.00	100.00	100.00	100.00
60-0211-04-00	MISCELLANEOUS	50.00	50.00	50.00	50.00	50.00
60-0214-04-00	POSTAGE	350.00	350.00	350.00	350.00	350.00
60-0225-04-00	LANDSCAPING	3,500.00	3,500.00	3,500.00	3,500.00	3,500.00
Subtotal:		4,400.00	4,400.00	4,400.00	4,400.00	4,400.00
60-0301-04-00	MAINT-BLDGS & STRUCTURES	1,500.00	1,500.00	1,500.00	1,500.00	1,500.00
60-0371-04-00	LANDSCAPING REPAIR & MAINT	16,163.00	16,163.00	16,163.00	16,163.00	16,163.00
60-0372-04-00	IRRIGATION SYS REPAIR & MAINT	2,500.00	2,500.00	2,500.00	2,500.00	2,500.00
Subtotal:		20,163.00	20,163.00	20,163.00	20,163.00	20,163.00
60-0403-04-00	INSURANCE	1,200.00	1,200.00	1,200.00	1,200.00	1,200.00
60-0407-04-00	TAXES	50.00	50.00	50.00	50.00	50.00
60-0408-04-00	ADVERTISING	100.00	100.00	100.00	100.00	100.00
60-0410-04-00	UTILITIES - ELECTRICITY	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00
60-0411-04-00	WATER PURCHASE PID	1,800.00	1,800.00	1,800.00	1,800.00	1,800.00
60-0421-04-00	PRINTING	600.00	600.00	600.00	600.00	600.00
60-0423-04-00	CONTRACT MOWING	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
60-0434-04-00	SPECIAL EVENTS	137.00	137.00	137.00	137.00	137.00
60-0436-04-00	IMPROVEMENTS BY CONTRACTORS	500.00	500.00	500.00	500.00	500.00
60-0437-04-00	AUDIT SERVICES	50.00	50.00	50.00	50.00	50.00
60-0446-04-00	LEGAL SERVICES	500.00	500.00	500.00	500.00	500.00
60-0452-04-00	FILING FEES	50.00	50.00	50.00	50.00	50.00
60-0456-04-00	NEWSLETTER	200.00	200.00	200.00	200.00	200.00
Subtotal:		8,187.00	8,187.00	8,187.00	8,187.00	8,187.00
Program number:		32,750.00	32,750.00	32,750.00	32,750.00	32,750.00
Department number: OPERATIONS		32,750.00	32,750.00	32,750.00	32,750.00	32,750.00
Fund number: 60 BELTLINE ASHMOORE - PID		32,750.00	32,750.00	32,750.00	32,750.00	32,750.00
*****	End of Report *****					

LANCASTER CITY COUNCIL

City Council Special Meeting

Item 9.

Meeting Date: 08/29/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Tribute at Mills Branch and Tribute East at Mills Branch Public Improvement District.

Background:

Tribute at Mills Branch is a subdivision of approximately 42.7 acres located south of Beltline Road and east of Southwood Drive and platted as the Tribute at Mills Branch, Phases 1A and 1B, recorded in Volume 2005097, Page 37 and Volume 2005163, Page 183, Deed Records of Dallas County, Texas; and Tribute East at Mills Branch (291 North Blue Grove Road); of approximately 4.64 acres from John M. Rawlins Abstract 1209, pg 245, Tract 8, located south of Beltline Road on the west side of North Bluegrove Road, conveyed to Wilbow Homestead Development Corporation, Volume 2005097, Page 3594 Deed Records of Dallas County, Texas. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board, in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act"), is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved budget.

As this district is not completed, the PID board has proposed an assessment plan for lots with completed homes at a rate of \$0.3600 per \$100 assessed valuation and lots without completed homes at \$0.8000 per \$100 assessed valuation.

On Monday, August 22, 2016 Council conducted the public hearing and there were no speakers.

Operational Considerations:

All PID's require the Finance Department to maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained without assistance or code enforcement action.

Legal Considerations:

The notice of public hearing was posted in the publication of record and notices mailed to the property owners of record in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 7, 2016 and notices mailed to property owners of record on August 10, 2016 as required by Local Government Code Chapter 372. The public hearing was conducted on Monday, August 22, 2016.

Fiscal Impact:

The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting fees. The fiscal year 2016/2017 proposed service plan budget is \$21,271 and assessments are proposed at \$0.3600 (lots with homes) per one hundred dollars assessed valuation and \$0.8000 (lots without homes) per one hundred dollars assessed valuation.

Options/Alternatives:

1. Approve the ordinance as presented.
2. Reject the ordinance.

Recommendation:

Staff recommends approval of the ordinance as presented.

Attachments

Ordinance
Exhibit A

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE TRIBUTE AT MILLS BRANCH AND TRIBUTE EAST AT MILLS BRANCH PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2006-03-28 passed on March 27, 2006, after the conduct of a duly notified public hearing, the City Council established the Tribute at Mills Branch and Tribute East at Mills Branch Public Improvement District (the "District"); and

WHEREAS, on August 22, 2016 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 22nd day of August, 2016, the City Council closed the public hearing; and on the 29th day of August, 2016, levied assessments against property and the owners thereof in the District; and

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

SECTION 1. BENEFITS ACCRUED: That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 2. ADOPTING SERVICE PLAN: That the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof is hereby adopted.

SECTION 3. RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and her designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

(a) Residential lots on which construction of a home has been completed, for these lots the assessment shall not exceed \$0.3600 (lots with homes) per \$100 of assessed valuation and \$0.8000 (lots without homes) per \$100 assessed valuation through the assessment established for 2016/2017; and

(b) Tax exempt property and municipal property, for these classifications the assessment shall not exceed \$0.00 per \$100 of valuation.

SECTION 5. ASSESSMENT LEVY: That for fiscal year 2016/2017 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the Service and Assessment Plan may be adjusted for years subsequent following an annual review of the budget for the District and the Service and Assessment Plan.

SECTION 6. METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney's fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

SECTION 7. ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

SECTION 8. CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 29th day of August, 2016

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

12:27 08/08/16

City of Lancaster
Five Year Budget

Fund: 55 TRIBUTE MILLS - PID

Department: 4 OPERATIONS

Program:

Period Ending: 8/2016

Exhibit "A"

Account	Description	2017 Budget	2018 Budget	2019 Budget	2020 Budget	2021 Budget
55-0201-04-00	SUPPLIES	300.00	300.00	300.00	300.00	300.00
55-0214-04-00	POSTAGE	580.00	580.00	580.00	580.00	580.00
Subtotal:		880.00	880.00	880.00	880.00	880.00
55-0403-04-00	INSURANCE	1,400.00	1,400.00	1,400.00	1,400.00	1,400.00
55-0410-04-00	UTILITIES - ELECTRICITY	1,000.00	1,000.00	1,000.00	1,000.00	1,000.00
55-0421-04-00	PRINTING	39.00	39.00	39.00	39.00	39.00
55-0423-04-00	CONTRACT MOWING	17,652.00	17,652.00	17,652.00	17,652.00	17,652.00
55-0437-04-00	AUDIT SERVICES	300.00	300.00	300.00	300.00	300.00
Subtotal:		20,391.00	20,391.00	20,391.00	20,391.00	20,391.00
Program number:		21,271.00	21,271.00	21,271.00	21,271.00	21,271.00
Department number:	OPERATIONS	21,271.00	21,271.00	21,271.00	21,271.00	21,271.00
Fund number:	55 TRIBUTE MILLS - PID	21,271.00	21,271.00	21,271.00	21,271.00	21,271.00
***** End of Report *****						

LANCASTER CITY COUNCIL

City Council Special Meeting

Item 10.

Meeting Date: 08/29/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Healthy, Safe & Vibrant Community

Submitted by: Rona Stringfellow, Assistant City Manager

Agenda Caption:

Discuss and consider an ordinance making certain findings in connection with the proposed supplemental services ordered in connection with the Lancaster Mills Public Improvement District.

Background:

Lancaster Mills is a subdivision of approximately 60.59 acres located north of Beltline Road and east of the Homestead Addition, south of Redbud Drive and west of the Pecan Hollow Estates Addition. The subdivision has an approved Public Improvement District (PID) to provide for the maintenance of its common areas and entry features.

Annually the PID board in accordance with the provisions of Chapter 372 of the Texas Local Government Code (the "Act") is required to present an updated five (5) year service and assessment plan. Under the Act, the City is required to hold a public hearing on the proposed assessment and service plan details related to the district and the levy of the assessment.

The PID board is required to establish a maintenance budget. The taxable assessed value within the district is used to determine the rate per \$100 of assessed value necessary to meet the maintenance budget. The County Tax Collector will then collect the district's fees and remit them to the City with our property taxes. The City will disperse the income on a reimbursement basis according to the approved service plan.

As this district is currently undeveloped, the proposed assessment rate of \$0.0000 per \$100 assessed valuation and there are no budgeted expenses for the 2016/2017 fiscal year.

On Monday, August 22, 2016 Council conducted the public hearing and there were no speakers.

Operational Considerations:

All PID's require the Finance Department to maintain a separate account that will be passed on to the district. The PID's should also help ensure that common areas will be maintained.

Legal Considerations:

The notice of public hearing was posted the publication of record and notices mailed to the property owners of record in accordance with the provisions of Chapter 372 in the Texas Local Government Code. The proposed five year service and assessment plan are in accordance with Chapter 372 of Texas Local Government Code and have been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

City Council is required to hold a public hearing to receive comments regarding the annual maintenance and service plan prior to adoption. The public hearing was posted in the local publication of record on August 7, 2016 and notices mailed to property owners of record on August 10, 2016 as required by Local Government Code Chapter 372. The public hearing was conducted on Monday, August 22, 2016.

Fiscal Impact:

The PID is not expected to have any direct financial impact on the City. PID's are a mechanism to assure financial sustainability for the neighborhood. They are considered to be a more equitable means of collecting revenue for maintenance. The fiscal year 2016/2017 proposed service plan budget is \$0.0000 and assessments are proposed to be \$0.0000 per \$100 assessed valuation. There are currently no homes constructed at this time.

Options/Alternatives:

1. Approve the ordinance as presented.
2. Reject the ordinance.

Recommendation:

Staff recommends approval of the ordinance as presented.

Attachments

Ordinance

Exhibit A

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, MAKING CERTAIN FINDINGS IN CONNECTION WITH THE PROPOSED SUPPLEMENTAL SERVICES ORDERED IN CONNECTION WITH THE LANCASTER MILLS PUBLIC IMPROVEMENT DISTRICT, PROVIDING FOR: FINDINGS OF BENEFITS ACCRUED, ACCEPTING FIVE YEAR SERVICE PLAN, RECORDING FINAL ASSESSMENT ONTO TAX ROLL, SETTING THE ASSESSMENT LEVY FOR USE AND SUPPORT OF THE PUBLIC IMPROVEMENT DISTRICT, ESTABLISHING A METHOD OF PAYMENT, ASSESSMENT DUE, AND PROVIDING CLAUSES FOR CONFLICT, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, by Resolution No. 2007-02-17 passed on February 12, 2007, after the conduct of a duly notified public hearing, the City Council established the Lancaster Mills Public Improvement District (the "District"); and

WHEREAS, on August 22, 2016 a public hearing was held and all persons owning or claiming any property proposed to be assessed or any interest therein were given an opportunity to be heard, either in person or through an agent or attorney, and all were given an opportunity to testify before the City Council and to contest the assessments proposed to be made on account of the amount thereof or because of any inaccuracy, irregularity, invalidity or insufficiency of the proceedings or contract with reference thereto, or to such improvements or on account of any matter or thing in the discretion of this governing body and on the 22nd day of August, 2016, the City Council closed the public hearing; and on the 29th day of August, 2016, levied assessments against property and the owners thereof in the District; and

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

SECTION 1. BENEFITS ACCRUED: That the benefits to accrue to the property assessed and to the owners of such property, from the landscape maintenance and other services identified within the Five Year Service Plan, hereby adopted by the City Council, and herewith to be funded from the assessments, exceed the amount which has been assessed.

SECTION 2. ADOPTING SERVICE PLAN: That the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof is hereby adopted.

SECTION 3. RECORD FINAL ASSESSMENT ONTO TAX ROLL: That the City Manager and her designated representatives are hereby authorized and directed to carry out the terms and provisions of this ordinance by causing the costs outlined in the final assessment roll to be recorded in the Tax Roll, the names of the property owners and in the amounts shown on said final assessment roll; and that all prerequisites to the fixing of the assessments therein against the property described and the fixing of the personal liability of the owner or owners thereof have been performed in due time, form and manner as required by law, and no additional proof shall be required in any court.

SECTION 4. PROPERTY CLASSIFICATION AND APPORTIONMENT FORMULAS: The City Council hereby establishes classifications and formulas for the apportionment of costs for various classes of property within the District as follows:

(a) Residential lots on which construction of a home has been completed, for these lots the assessment shall not exceed \$0.0000 per \$100 of valuation through the assessment established for fiscal year 2016/2017; and

(b) Tax exempt property and municipal property, for these classifications the assessment shall not exceed \$0.0000 per \$100 of valuation.

SECTION 5. ASSESSMENT LEVY: That for fiscal year 2016/2017 there shall be and is hereby levied and assessed against parcels of property within the District, and against the real and true owners thereof (whether such owners be correctly named or not), the sum of money set forth for in the "Service and Assessment Plan", labeled herein as Exhibit "A" and attached hereto and made a part hereof, shown opposite the description of the respective classification of the parcels of property, and the several amounts assessed against the same, and the owners thereof, with the provision that the amount assessed against each property and respective class of properties as shown in the Service and Assessment Plan may be adjusted for years subsequent following an annual review of the budget for the District and the Service and Assessment Plan.

SECTION 6. METHOD OF PAYMENT: That the method of payment of the assessment shall be in an annual single lump sum payment which shall be immediately due upon receipt of the assessment notice and shall become delinquent on February 1 of the year after receipt of notice. Delinquent assessments are subject to interest, penalties, attorney's fees and other charges, at the same rate as for the City of Lancaster delinquent ad valorem property taxes.

SECTION 7. ASSESSMENT DUE: That a lien shall be established against each affected property within the district on the date the assessment is due, and shall not be released until the assessment is paid in full. This lien is superior to all other liens and claims except liens or claims for the state, county, school district or city ad valorem taxes.

SECTION 8. CONFLICT: That this ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Lancaster, Texas, and this ordinance shall not operate to repeal or affect any other ordinance except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

SECTION 9. SEVERABILITY: That if any section, subsection, sentence, clause or phrase of this ordinance is for any reason held unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 10. EFFECTIVE DATE. This ordinance shall take effect immediately from and after its passage and the publication of the caption as the law and charter in such cases provide.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 29th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney



City of Lancaster --LANCASTER MILLS-- Five Year Service Plan - FY 16/17



		2017	2018	2019	2020	2021
Accnt	Description					
	PROPERTY ASSESSED VALUES	\$ 1,085,580.00	\$ 1,085,580.00	\$ 1,085,580.00	\$ 1,085,580.00	\$ 1,085,580.00
	# OF LOTS	2	2	2	2	2
	ASSESSMENT RATE (PER \$100 VALUATION)	\$ -	\$ -	\$ -	\$ -	\$ -
	Total Association Assessments	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	CARRIED OVER (FUND BALANCE)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total PID Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
201	OFFICE SUPPLIES	\$ -	\$ -	\$ -	\$ -	\$ -
210	FOOD/BEVERAGE-MTGS					
211	MISCELLANEOUS					
214	POSTAGE					
225	LANDSCAPING					
	Supplies Expense Sub Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
301	MAINT-BLDGS & STRUCTURES					
303	MAINTENANCE - MISCELLANEOUS					
305	MAINTENANCE - CLEANOUT					
351	MISC. MAINTENANCE					
371	LANDSCAPING REPAIR & MAINT					
372	IRRIGATIONS SYS REPAIR & MAINT					
	Maintenance Expense Sub Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
401	TELEPHONE & COMMUNICATIONS					
407	TAXES					
408	ADVERTISING					
409	TRAVEL & EDUCATION					
413	TRASH DISPOSAL					
416	OTHER PROFESSIONAL SERVICES					
421	PRINTING					
423	CONTRACT MOWING					
434	SPECIAL EVENTS					
436	IMPROVEMENTS BY CONTRACTORS					
437	AUDIT SERVICES					
442	COMPUTER PROFESSIONAL SERVICES					
446	LEGAL SERVICES					
450	ADMISTRATIVE MANAGEMENT FEE					
452	FILING FEES					
456	NEWSLETTER					
460	SETTLEMENT					
469	STORAGE					
493	MOVING EXPENSE					
	Services Expense Sub Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
410	ELECTRICITY					
411	WATER					
	Utility Expense Sub Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
403	PROPERTY/ LIABILITY					
	D & O					
	Total Insurance Expense	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
511	PROPERTY TAXES PAID BY PID					
537	DALLAS COUNTY TAX COLL SVCS					
	Total Tax Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Department Total Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	Total Net Income/(Loss)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

LANCASTER CITY COUNCIL

City Council Special Meeting

Item 11.

Meeting Date: 08/29/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Sound Infrastructure

Submitted by: Alton Dixon, Purchasing Agent

Agenda Caption:

Discuss and consider a resolution authorizing the award of Bid #2016-9 for Water Line improvements for East 2nd Street, Dallas Avenue, Main Street, Pleasant Run Road and Lancaster Hutchins Road to Rumsey Construction in an amount not to exceed five hundred ninety four thousand two hundred one dollars and zero cents (\$594,201.00).

Background:

The purpose of this project is for the following water infrastructure improvements:

- 1) 8" water line improvements on East 2nd Street from Dallas Avenue to State Avenue and Main Street from Lancaster-Hutchins Road to 600' west of Lancaster-Hutchins Road
- 2) 8" water line on Lancaster-Hutchins Road from East 2nd Street to a point approximately 400 linear feet north of State Avenue
- 3) 8" water line to be installed by directional drill in Dallas Avenue(State Hwy 342) from Cedar Street to Main Street
- 4) Water line improvements in the northwest quadrant of the intersection of Jefferson Street and Pleasant Run Road

Operational Considerations:

Teague Nall & Perkins performed design and engineering work on this project and facilitated the bid and reference process. Rumsey Construction, the lowest qualified bidder has previously performed work on several City of Lancaster projects including private development projects in the City.

Legal Considerations:

This bid was processed in accordance with all local and state purchasing statutes. The contract has been reviewed and approved as to form by City Attorney.

Public Information Considerations:

Bids were advertised in the Focus Daily News on July 8 and 15, 2016. The bid opened on July 29, 2016. Four bids were received and none were M/WBE or HUB vendors.

Options/Alternatives:

1. Council may approve the resolution as presented.
2. Council may reject the resolution.

Recommendation:

Staff recommends approval of the resolution as presented to award Bid #2016-9 to Rumsey Construction in an amount not to exceed five hundred ninety four thousand two hundred one dollars and zero cents (\$594,201.00).

Attachments

Resolution

Contract and Specs

Design Plans

Recommendation Letter

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE AWARD OF BID #2016-9 TO RUMSEY CONSTRUCTION IN AN AMOUNT NOT TO EXCEED FIVE HUNDRED NINETY FOUR THOUSAND AND TWO HUNDRED AND ONE DOLLARS AND ZERO CENTS (\$594,201.00); AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the construction for this project is funded through water and wastewater fund; and,

WHEREAS, the City Council of the City of Lancaster desires to contract for these water infrastructure improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS:

SECTION 1. The City Council hereby authorizes the award of Bid #2016-9 for reconstruction for Lancaster- Hutchins Road Water Line, to Rumsey Construction in an amount not to exceed five hundred ninety four thousand and two hundred and one dollars and zero cents (\$594,201.00)

SECTION 2. The City Manager of the City of Lancaster, Texas, is hereby authorized to execute the contract.

SECTION 3. Any prior Resolution of the City Council in conflict with the provisions contained in this Resolution are hereby repealed and revoked.

SECTION 4. Should any part of this Resolution be held to be invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared to be severable.

SECTION 5. This Resolution shall take effect immediately from and after its passage, and it is duly resolved.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas on this the 29th day of August, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

**CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
WATER LINE IMPROVEMENTS
FOR
East 2nd St, Dallas Ave,
Main St, Pleasant Run Rd
& Lancaster-Hutchins Rd**



**CITY OF LANCASTER
DALLAS COUNTY, TEXAS**



Andrew R. Luce
4-7-2016

APRIL. 2016

PREPARED BY:



TNP Project # LAN 15135

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SECTION I

CONTRACTUAL DOCUMENTS, BID NOTICE & PROPOSAL

EXHIBIT A
Standard Form of Agreement

STANDARD FORM OF CONSTRUCTION AGREEMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

THIS AGREEMENT is entered into this _____ day of _____, _____, by and between the CITY OF LANCASTER, a municipal corporation, of the County of Dallas and State of Texas, hereinafter called "OWNER" and Rumsey Construction of the City of Carrollton County of Dallas and State of Texas hereinafter called "CONTRACTOR."

OWNER and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1. WORK.

CONTRACTOR covenants and agrees to perform the Work in every detail, in a good and first-class workmanlike manner as specified and indicated in the Contract Documents, which are attached hereto and incorporated herein by reference as exhibits (Exhibit A-O) as recited in article 10 of this agreement, of which are incorporated in this Agreement in their entirety as if they were herein set out at length written word for word. The CONTRACTOR shall furnish all labor, materials, tools and equipment required to perform and complete the Work in strict accordance with these Contract Documents as defined herein. The Work is described as follows:

WATER LINE IMPROVEMENTS FOR East 2nd St, Dallas Ave, Main St, Pleasant Run Rd & Lancaster-Hutchins Rd

ARTICLE 2. CONTRACT PRICE.

OWNER agrees to pay CONTRACTOR for completion of the Work in accordance with the Contract Documents, the price or prices shown in the bidder's proposal, which total the following amount:

Five Hundred Ninety Four Thousand Two Hundred One and 00/100 (\$ 594,201.00)

ARTICLE 3. CONTRACT TIME / LIQUIDATED DAMAGES.

Unless otherwise stated in this agreement, **time shall be considered of the essence.**

- a. When **time is of** the essence, the CONTRACTOR shall be liable for failure to deliver or delay in delivery occasioned by and including without limitation strikes, lock-outs, inability of obtaining material or shopping space, breakdowns, delays of carriers or suppliers, and preexisting governmental acts and regulations of the Federal and State governments or any subdivision thereof, unless such governmental acts and regulations affecting delivery could not be found, recognized, or discovered by due diligence on the part of the CONTRACTOR prior to submission of his/her bid and City Council's acceptance thereof.
- b. When **time is not of** the essence, this agreement shall be inoperative during such period of time that aforesaid delivery or acceptance may be rendered impossible by reason of fire, strike, Acts of God, or government regulation. Provided, however, to the extent that the CONTRACTOR has any commercially reasonable alternative method of performing this contract by purchase on the market or otherwise, he/she shall not be freed of his/her obligation hereunder by this clause, even though the goods intended for this contract were destroyed or their delivery delayed because of any event described above.

As time is of the essence on this contract, CONTRACTOR agrees to commence work under this contract within ten (10) calendar days from the date specified in the "Notice to Proceed" and to totally complete the Work within 180 consecutive calendar days after the date specified in the "Notice to Proceed", subject to such extensions of time as are indicated in the Special Provisions. The CONTRACTOR further agrees to pay as liquidated damages, the sum of \$500.00 for each calendar day that any work remains uncompleted after the time specified above or after any extensions of time as are provided in the Special Provisions. It is understood between the parties hereto that the sum of \$500.00 per day shall be treated as liquidated damages and not as a penalty, and the OWNER may withhold from the CONTRACTOR's compensation such sums as liquidated damages.

ARTICLE 4. PARTIAL PAYMENT.

OWNER shall make payments to the CONTRACTOR in the following manner. On or about the first of each month, the OWNER, or the OWNER's Authorized Representative, will make accurate estimates of the value, based on contract prices, of the work done and materials incorporated in the work and of materials suitably stored at the site during the preceding calendar month. The CONTRACTOR shall furnish to the OWNER, or the OWNER's Representative, such detailed information as the OWNER may request to aid OWNER as a guide in the preparation of the monthly estimate.

Within the following thirty (30) days, OWNER shall make partial payments to the CONTRACTOR for work performed during the preceding calendar month as estimated by the OWNER or OWNER's Representative. Ten percent (10%) of each estimate shall be retained by the OWNER until final completion and acceptance of all work covered by the Contract.

Upon completion and acceptance of all work in compliance with the Contract, the OWNER shall, within thirty (30) days, pay the CONTRACTOR the balance due under the terms and

conditions of the Contract, subject to any lien claims or impositions, imposed by subcontractors and/or materialmen.

ARTICLE 5. DISCRIMINATION.

The CONTRACTOR agrees, in connection with the performance of work under this contract as follows:

- a. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, layoff, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- b. The CONTRACTOR agrees to include this non-discrimination clause in any subcontracts connected with the performance of this agreement.
- c. In the event of the CONTRACTOR's non-compliance with the above non-discrimination clause, the contract may be canceled or terminated by the OWNER. The CONTRACTOR may be declared by the OWNER to be ineligible for future contracts with the OWNER, until satisfactory proof of intent to comply shall be made by the CONTRACTOR.
- d. Contractor agrees to comply with any applicable employment / labor laws, worker compensations, insurance, unemployment benefits under state or federal law, rules and regulations. During the term of this Agreement the Contractor agrees not to knowingly employ any undocumented workers period. The City is not liable for a violation of this section by a subsidiary, affiliate, or franchisee of the Contractor or by a person with whom the Contractor contracts.

ARTICLE 6. ENTIRE CONTRACT.

This Contract and Agreement contains the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not set forth in writing as part of this Agreement or the Contract Documents.

ARTICLE 7. MODIFICATION.

This contract cannot be modified except by a writing signed by both parties.

ARTICLE 8. VARIABLES IN COST.

The parties hereto assume and understand that the variables in the CONTRACTOR's cost of performance may fluctuate; consequently, the parties hereto agree that any fluctuations in the CONTRACTOR's costs will in no way alter the CONTRACTOR's obligations under this

contract nor excuse nonperformance or delay on his/her part.

ARTICLE 9. VENUE.

This contract shall be governed by the laws of the State of Texas and enforcement shall be by appropriate court procedures in Dallas county Texas.

ARTICLE 10. CONTRACT DOCUMENTS.

Documents Listed. The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR for the performance of and payment for the Work, consist of the following:

- (A) This Agreement
- (B) Addendum(s)
- (C-1) "Notice to Bidders" advertisement
- (C-2) Instruction to Bidders
- (D) Bidder's Proposal
- (E1-3) Performance, Payment and Maintenance Bonds
- (F1-3) Certification of Insurance, Contractor's Release to City, and Contractor's Affidavit of Final Payment.
- (G) Special Provisions.
- (H) Technical Specifications
- (I) North Central Texas Council of Government "Public Works Construction Standards" Section 100 - General Provisions-included by reference only.
- (J) Special Material and/or Equipment Specifications-included by reference only.
- (K) Special Material and/or Equipment Drawings-included by reference only.
- (L) North Central Texas Council of Government "Public Works Construction Standards" Standard Specifications and Standard Drawings-included by reference only.
- (M) Project Construction Plans (Drawings)-bound separately.
- (N) TxDOT Permit for Dallas Ave.
- (O) Contractor's Qualifications.

IN TESTIMONY WHEREOF, the CITY OF LANCASTER has caused this instrument to be signed in its corporate name, and on its behalf by the City Manager, duly authorized to execute this instrument by the City Council and

Rumsey Construction
(CONTRACTOR)

a corporation, a partnership, an individual ("**X**" **out the inappropriate wording**) acting by and through its duly authorized officials, thereby binding themselves for the faithful and full performance of the terms and provisions of this Agreement.

City of Lancaster
OWNER

By: _____

Title: _____
City Manager

Rumsey Construction
CONTRACTOR

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

ATTEST:

By: _____

Title: _____

EXHIBIT B

Addendums

**"Intentionally Left Blank.
Replace with any addenda
issued during bidding."**

EXHIBIT C-1
NOTICE TO BIDDERS

NOTICE TO BIDDERS

SEALED PROPOSALS addressed to the Mayor and Council of the City of Lancaster, Texas will be received at the office of the City Secretary, 211 N. Henry Street, Lancaster, Texas 75146 until **2:00 PM (LOCAL TIME) ON Friday, July 29th, 2016** for the purpose of furnishing all plant, labor, materials and equipment and the performance of all work required in the construction of

WATER LINE IMPROVEMENTS FOR East 2nd St, Dallas Ave, Main St, Pleasant Run Rd & Lancaster-Hutchins Rd

At which time and place the proposals will be publicly opened and read aloud and retained by the City Engineer for tabulation, checking and evaluation.

BIDS shall be submitted in sealed envelopes upon the blank form of proposal furnished in the Contract Documents. Sealed envelopes shall be marked **WATER LINE IMPROVEMENTS FOR East 2nd St, Dallas Ave, Main St, Pleasant Run Rd & Lancaster-Hutchins Rd- DO NOT OPEN UNTIL 2:00 P.M. ON July 29, 2016.**

Plans, Contract Documents and Specifications will be available for review or download on or after **8:00 A.M ON Friday, July 8th, 2016**. Contract documents may be viewed and downloaded free of charge at www.civcastusa.com

PLANS AND SPECIFICATIONS and contract documents may be examined without charge at the City Engineer's Office 211 N. Henry Street, Lancaster, Texas 75146, or at the engineering firm of Teague Nall and Perkins, Inc., (1100 Macon Street, Fort Worth, Texas, 76102). Copies of said documents may be obtained from the engineering firm of Teague Nall and Perkins, Inc., upon a non-refundable payment of \$ 50.00 per set.

This project will consist of the replacement of approximate 4000 LF of existing 2" to 8" water line with 8" water line:

1. 8" Water line improvements on East 2nd Street from Dallas Ave to State Ave (approximately 730 LF), and Main Street from Lancaster Hutchins Rd to 600' west of Lancaster Hutchins Rd (approximately 550 LF).
2. A New 8" Water line on Lancaster-Hutchins Road from East 2nd Street to a point approximately 400 LF north of State Avenue (approximately 2,300 LF).
3. A New 8" Water line to be installed by directional drill in Dallas Ave / State 342 from Cedar Street to Main Street (approximately 200 LF), and 2" Long Service with 6" PVC Casing by Directional Drill (approximately 76 LF).
4. Water line improvements in the northwest quadrant of the intersection of Jefferson Street and Pleasant Run Road to reconfigure service lines in private property and to connect to a water line main in city R.O.W.

All Bidders are strongly encouraged to attend a Pre-Bid meeting to be held at City of Lancaster, 211 N. Henry Street, Lancaster, Texas 75146, on Friday, July 22, 2016 at 10:00 a.m.

In case of ambiguity or lack of clearness in stating proposal prices, the City of LANCASTER reserves the right to adopt the most advantageous interpretation of the bids, or reject any or all bids. No bid may be withdrawn within sixty (60) days from the date on which the bids are opened.

THE CITY OF LANCASTER, TEXAS

By: Dipak Patel
Project Manager

ADVERTISEMENT DATES:

July 8th, 2016

July 15th, 2016

EXHIBIT C-2
INSTRUCTIONS TO BIDDERS

INSTRUCTIONS TO BIDDERS

IB-1 BID SECURITY

A certified check or cashier's check or acceptable bidder's bond made payable to the City of Lancaster, Texas, in an amount of five percent (5%) of the bid submitted must accompany each bid as a guarantee that if awarded the contract, the bidder will promptly enter into a contract and execute such bonds as are required.

IB-2 QUALIFICATION OF BIDDERS

No pre-qualification of bidders is required. However, in considering bids for award, the Owner may require bidders to furnish a written experience record and the most recent audited financial statement of the firm. The Owner reserves the right to use these items of data to influence a decision as to the award of the contract. Bidders need not submit a statement of experience and financial condition unless requested to do so by the Owner.

IB-3 BONDS

A performance bond and a payment bond, each in the amount of not less than one hundred percent (100%) of the contract price, conditioned upon the faithful performance of the contract and upon payment of all persons supplying labor or furnishing materials, will be required on this project. Additionally, a two (2) year maintenance bond, in the amount of not less than one hundred percent (100%) of the final contract price, will be required on this project.

IB-4 POWER OF ATTORNEY

Attorneys-in-Fact who sign bid bonds or contract bonds must file with each bond a certified and current copy of their power of attorney.

IB-5 STANDARD SPECIFICATIONS

All related work required by this project shall be in accordance with the North Central Texas Council Of Government's "Public Works Construction Standards", with all amendments thereto, except as modified in the Contract Documents. A copy of these standards is included in the Contract Documents by reference and is made a part thereof. Omission of any section from this project's Contract Documents does not mean that such section is not applicable to this project.

IB-6 UNIT PRICE CONTRACT

The contract for this project is a "Unit Price" Contract. As such, the Owner reserves the right to add and/or delete quantities to specific pay items. The Owner may further delete an entire unit price pay item if the Owner desires. The Owner reserves the right to increase or decrease the amount of work to be done by any amount not to be exceeded by twenty-five percent (25%) of the original contract amount. In the event the increase pertains to items not originally bid, the Contractor shall submit a bid in writing to the Owner for approval.

It is further agreed that lump sum prices may be increased to cover additional work ordered by the Owner but not shown on the plans or required by the specifications, in accordance with the provisions of the general conditions; similarly, lump sum prices may be decreased to cover deletion of work so ordered.

The Owner reserves the right to reject the Contractor's bid on such extra work and secure such work to be done other than by said Contractor.

It is understood that the quantities of work to be done at unit prices is approximate only and are intended principally to serve as a guide in evaluating bids. Any change order shall be approved by the City Manager and/or the City Council for change orders less than a \$ 15,000 increase and by only the City Council for change orders greater than a \$ 15,000 increase prior to the work being started on said change order.

IB-7 MEASUREMENT AND PAYMENT

The basis of payment for the pay items noted in the proceeding pages shall be full compensation for furnishing all labor, materials, equipment and incidentals required to complete the work as specified and as shown in the project drawings. Any item of work not specifically listed for payment but required by the project documents shall be considered an incidental item of the project and no specific payment will be made.

IB-8 LIQUIDATED DAMAGES FOR FAILURE TO ENTER INTO CONTRACT

The successful bidder, upon his/her failure or refusal to execute and deliver the contract and bonds required within ten (10) days after he/she has received notice of the acceptance of his/her bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with his/her bond.

IB-9 CONDITIONS OF WORK / OBLIGATION OF BIDDER

Each bidder must inform himself/herself fully of the conditions relating to the construction of the project and the employment of labor thereon. Failure to do so will not relieve a successful bidder of his/her obligation(s) to furnish all material, labor,

equipment and incidentals necessary to carry out the provisions of this contract. Insofar as possible, the Contractor, in carrying out his/her work, must employ such methods or means as will not cause any interruption of or interference with the work of any other contractor or City of Lancaster public employees.

At the time of the opening of bids each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with the plans and Contract Documents (including all addenda). The failure or omission of any bidder to examine any form, instrument, or documents shall in no way relieve the bidder from any obligation in respect to his/her bid.

IB-10 ADDENDA AND INTERPRETATIONS

Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to the Engineer at least **seven (7) business days** prior to bid opening. Answers to all such requests will be made a part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a bidder find discrepancies in, or omission from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Engineer in order that a written addendum may be sent to all bidders. Any addenda issued will be mailed or be delivered to each prospective bidder. The bid proposal as submitted by the bidder must be so constructed as to include any addenda issued by the Engineer prior to 24 hours of the opening bids, with the appropriate recognition of addenda so noted in the bid proposal.

No interpretation of the meaning of plans, specifications or other pre-bid documents will be made to any bidder orally. Every request for such interpretation shall be in writing, addressed to Teague Nall and Perkins, Inc, 1100 Macon Street, Fort Worth, Texas 76102 and to be given consideration, must be received at least **seven (7) business days** prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications and plans which, if issued, will be mailed to all prospective bidders (at the respective addresses furnished on the Plan Holders Sheet), not later than three (3) days prior to the date fixed for opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve the bidder from any obligation under his/her bid submitted. All addenda shall become part of the Contract Documents.

IB-11 TRAFFIC CONTROL:

The Contractor will be required to plan and execute the construction work in such manner that the residences and business establishments in the area of the improvements will be accessible with a minimum of interruption. The Contractor shall maintain all traffic lanes and/or detours to the satisfaction of the Engineer and the City of Lancaster.

IB-12 BARRICADES AND WARNING SIGNS:

Barricades and warning signs shall be placed in accordance with the requirements of the City of Lancaster and any other requirements necessary for the safety and protection of the public.

IB-13 PROTECTION OF UTILITIES:

The Contractor shall determine the exact location of all existing utilities and conduct his work so as to prevent interruption of service or damage to them. The Contractor shall protect existing structures and utilities and shall be responsible for their replacement if damaged by him. No Payment will be made for repair or replacement of existing utilities damaged by contractor. Utility locations as shown on the Plans are approximate and in all cases shall be field verified by Contractor prior to project construction. The Engineer has attempted to indicate all the existing underground utilities; however, whether or not this has been accomplished is not guaranteed; therefore, the Contractor shall locate all existing utilities, whether shown on the Plans or not; this location by the Contractor shall be accomplished prior to actual construction.

IB-14 WATER FOR CONSTRUCTION:

All water required for construction shall be furnished by the Contractor at his expense.

IB-15 SUPERVISION AND INSPECTION:

The work will be inspected in accordance with specific requirements herein and any additional requirements imposed by the City of Lancaster. Inspection shall be performed by the City Representative or ENGINEER. Final inspection shall jointly be performed by the Engineer and the Owner. No changes to the Plans or Specifications shall be authorized without specific approval of the Engineer.

IB-16 SURVEYS AND LAYOUT OF WORK:

The Contractor shall be responsible for laying out the exact location of all improvements in accordance with the Plans and Specifications and General Conditions of Agreement. The Contractor is encouraged to contact the Engineer regarding the surveyor, if any, used for field design surveys for the project.

IB-17 WASTE MATERIAL:

All excess excavation and other waste material shall be wasted in locations approved by the Engineer. All material shall be spread in uniform layers over the area being filled and shall be disposed of in such a manner as to present a neat appearance and to not obstruct proper drainage or to cause injury to improvements or to abutting property.

IB-18 PERMIT FEES:

The Contractor shall be responsible for the payment of any and all required City, County, or State fees as may be required from contractors.

IB-19 CLEANUP FOR FINAL ACCEPTANCE:

The Contractor shall make a final cleanup of all parts of the work before final acceptance by the City or its representative. This cleanup shall include removal of all objectionable rocks, pieces of asphalt or concrete, and other construction materials, and in general preparing the site of the work in an orderly manner and appearance.

IB-20 FINAL ACCEPTANCE AND FINAL PAYMENT:

The Engineer, upon his and the City's satisfactory final inspection of the project and upon receipt of satisfactory written evidence from the Contractor that all subcontractors and persons furnishing labor or materials have been paid in full and all persons claiming damages to property or persons because of the carrying on of this work have been settled with, or their claims dismissed, or the issues joined, shall certify the estimate for final payment after previous payments and any liquidated damages have been deducted and shall notify the Contractor and his surety of the acceptance of the project.

Upon delivery of the final payment, the Contractor shall sign a written acceptance of the final estimate as payment in full for the work done. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

IB-21 CONTRACTOR'S DUTY:

The Contractor is and at all times shall remain an independent contractor, solely responsible for the manner and method of completing his work under this contract, with full power and authority to select the means, method and manner of performing such work, so long as such methods do not adversely affect the completed improvements, the Owner being interested only in the result obtained and conformity of such completed improvements to the Plans, Specifications and Contract.

Likewise, the Contractor shall be solely responsible for the safety of himself, his employees and other persons, as well as for the protection of the safety of the

improvements being erected and the property of himself or any other person, as a result of his operations hereunder. Engineering construction drawings and specifications as well as any additional information concerning the work to be performed passing from or through the Engineer shall not be interpreted as requiring or allowing Contractor to deviate from the Plans and Specifications, the intent of such drawings, specifications and any other such instruction being to define with particularity the agreement of the parties as to the work the Contractor is to perform. Contractor shall be fully and completely liable, at his own expense, for design, construction, installation and use, or non use, of all items and methods incident to performance of the contract, and for loss, damage or injury incident thereto, either to person or property, including, without limitation, the adequacy of all temporary supports, shoring, bracing, scaffolding, machinery or equipment, safety precautions or devices, and similar items or devices used by him during construction.

Any review of work in progress, or any visit or observation during construction, or any clarification of Plans and Specifications, by the Engineer, or any agent, employee, or representative of either of them, whether through personal observation on the project site or by means of approval of shop drawings for temporary construction or construction processes, or by other means or method, is agreed by the Contractor to be for the purpose of observing the extent and nature of work to be completed or being performed, as measured against the purpose of enabling the Contractor to more fully understand the Plans and Specifications so that the completed construction work will conform thereto, and shall in no way relieve the Contractor from full and complete responsibility for the proper performance of his work on the project, including but without limitation the propriety of means and methods of the Contractor in performing said contract, and the adequacy of any designs, plans, or other facilities for accomplishing such performance. Deviation by the Contractor from Plans and Specifications that may have been in evidence during any such visitation or observation by the Engineer, or any of his representatives, whether called to the Contractor's attention or not shall in no way relieve the Contractor from his responsibility to complete all work in accordance with said Plans and Specifications.

IB-22 MATERIALS TESTING: All testing of materials required to comply with the NCTCOG specifications for this project shall be ordered by the City's field representative, and shall be paid for by the City. Any retests required due to failing test results shall be paid for by the Contractor.

IB-23 ACCESS TO SITE: The Contractor shall make every effort to complete construction and allow immediate access to adjacent property at all driveway entrances located along the roadway.

IB-24 USE BY OWNER PRIOR TO FINAL ACCEPTANCE: The Owner reserves the right, as its interests may direct, to connect into and use prior to final completion and

acceptance, such portions of the work as are installed in place and ready for service, provided that in so doing the Owner does not cause the Contractor hindrance or delay in prosecuting his operations. It shall be fully understood, however, that use of partially completed work by the Owner does not constitute acceptance of that part or any other part thereof.

IB-25 LAWS AND REGULATIONS:

The bidder's attention is directed to the fact that all applicable State laws, municipal ordinances and the rules and regulations of all authorities having jurisdiction over construction of the project shall apply to the contract throughout, and they will be deemed to be included in the contract the same as though herein written out in full.

IB-26 SUBMITTALS:

Prior to any construction commencing on this project the Contractor shall submit to the City Engineer and have his approval for all submittals as required in the Special Provisions.

EXHIBIT D
Bid Proposal

BID PROPOSAL
FOR THE
WATER LINE IMPROVEMENTS FOR
East 2nd St, Dallas Ave, Main St. Pleasant Run Rd &
Lancaster-Hutchins Rd
FOR THE
CITY OF LANCASTER, TEXAS

(THIS PROPOSAL MUST NOT BE REMOVED FROM THE CONTRACT DOCUMENTS)

Date: _____

TO: City of Lancaster
211 N.Henry Street
Lancaster, Texas 76146

FOR: WATER LINE IMPROVEMENTS
FOR East 2nd St, Dallas Ave,
Main St, Pleasant Run Rd & Lancaster-Hutchins Rd

Pursuant to the foregoing "Notice to Bidders", the undersigned bidder, having thoroughly examined the Contract Documents, the site of the project and understanding the amount of work to be done and the prevailing conditions, hereby proposes to fully complete all of the work and requirements as provided in the plans and Contract Documents and binds himself/herself upon acceptance of this proposal to execute a contract and furnish such bonds as required and proposes to complete the work within the time stated and for the following prices:

References:

1. The Standard Specifications for Public Works Construction, North Central Texas adopted by the North Central Texas Council of Governments (NCTCOG), Fourth Edition (2002)
2. SP, Special Provision Set of the Contract Documents.
3. Technical Specs, Technical Specification Set of the Contract Documents.
4. TxDOT Specification, Standard Specifications for Construction and Maintenance of Highways, Streets, and Bridges, November 1, 2014.

WATER LINE IMPROVEMENT						
Item No.	Spec. Reference	Est. Quantity	Unit	Name of Pay Item with Unit Price in Words	Unit Bid Price	Amount Bid
1	NCTCOG 203.3 & SP-49 & Technical Specs	1	LS	General Site/ROW Preparation @ Twenty Seven Thousand Five Hundred Dollars and No Cents Per Unit	\$ 27,500.00	\$ 27,500.00
2	NCTCOG 501.14 502.4 506 SP-49	40	LF	6" DR-18 C900 PVC Water Line @ Thirty Nine Dollars and No Cents Per Unit	\$ 39.00	\$ 1,560.00
3	NCTCOG 501.14 502.4 506 SP-49	3,553	LF	8" DR-18 C900 PVC Water Line @ Fifty Five Dollars and No Cents Per Unit	\$ 55.00	\$ 195,415.00
4	NCTCOG 501.14 502.4 503 506 & SP-49 &Technical Specs	189	LF	8" Water Line by Directional Drill @ One Hundred Five Dollars and No Cents Per Unit	\$ 105.00	\$ 19,845.00
5	NCTCOG 502.6 & SP-49 & Technical Specs	4	EA	6" Gate Valve and Box @ One Thousand Fifty Dollars and No Cents Per Unit	\$ 1,050.00	\$ 4,200.00
6	NCTCOG 502.6 & SP-49 & Technical Specs	10	EA	8" Gate Valve and Box @ One Thousand Four Hundred Seventy Five Dollars and No Cents Per Unit	\$ 1,475.00	\$ 14,750.00

WATER LINE IMPROVEMENT						
Item No.	Spec. Reference	Est. Quantity	Unit	Name of Pay Item with Unit Price in Words	Unit Bid Price	Amount Bid
7	NCTCOG 502.3 502.4 & SP-49	4	EA	Standard Fire Hydrant @ _____ Thirty One Hundred Dollars and No Cents Per Unit	\$ 3,100.00	\$ 12,400.00
8	NCTCOG 501.7.4 502.5 502.8 & SP-49 & Technical Specs	4	TON	Mechanical Joint Ductile Iron Fittings @ _____ Thirty One Hundred Dollars and No Cents Per Unit	\$ 3,100.00	\$ 12,400.00
9	NCTCOG 506.6 & SP-49	7	EA	Connect to Existing Water Main @ _____ Thirty Five Hundred Dollars and No Cents Per Unit	\$ 3,500.00	\$ 24,500.00
10	NCTCOG 506 & SP-49	6	EA	Cut & Plug Existing Water Main @ _____ Nineteen Hundred Dollars and No Cents Per Unit	\$ 1,900.00	\$ 11,400.00
11	NCTCOG 501.14 502.10 & SP-49 & Technical Specs	728	LF	1" Water Line By Licensed Plumber @ _____ Twenty One Dollars and No Cents Per Unit	\$ 21.00	\$ 15,288.00
12	NCTCOG 501.14 502.10 506.6 & SP-49 & Technical Specs	10	EA	1" Short Water Service @ _____ Eight Hundred Dollars and No Cents Per Unit	\$ 800.00	\$ 8,000.00

WATER LINE IMPROVEMENT

Item No.	Spec. Reference	Est. Quantity	Unit	Name of Pay Item with Unit Price in Words	Unit Bid Price	Amount Bid
13	NCTCOG 501.14 502.10 506.6 & SP-49 & Technical Specs	3	EA	1" Long Water Service @ _____ Fifteen Hundred Dollars and No Cents Per Unit	\$ 1,500.00	\$ 4,500.00
14	NCTCOG 501.14 502.10 506.6 & SP-49 & Technical Specs	3	EA	1" Long Water Service (Bored) @ _____ Three Thousand Dollars and No Cents Per Unit	\$ 3,000.00	\$ 9,000.00
15	NCTCOG 501.9 501.14 502.10 503 506 & SP-49 & Technical Specs	1	EA	2" Long Service with 6" PVC Casing by Directional Drill @ _____ Eighty Five Hundred Dollars and No Cents Per Unit	\$ 8,500.00	\$ 8,500.00
16	NCTCOG 502.10 & SP-49	17	EA	Meter Box @ _____ Three Hundred Twenty Five Dollars and No Cents Per Unit	\$ 325.00	\$ 5,525.00
17	NCTCOG 202.2	2,950	SY	4" Topsoil @ _____ Four Dollars and No Cents Per Unit	\$ 4.00	\$ 11,800.00
18	NCTCOG 202.6.4.4 & SP-49	5,000	SY	Hydraulic Mulching @ _____ Four Dollars and No Cents Per Unit	\$ 4.00	\$ 20,000.00

WATER LINE IMPROVEMENT						
Item No.	Spec. Reference	Est. Quantity	Unit	Name of Pay Item with Unit Price in Words	Unit Bid Price	Amount Bid
19	NCTCOG 202.5 SP-49	337	SY	Solid Block Sodding @		

				_____ Twelve _____ Dollars		
				and _____ No _____ Cents Per Unit	\$ _____ 12.00	\$ _____ 4,044.00
20	NCTCOG 107.19.3 & SP-25 SP-49	3,589	LF	Trench Safety for Water Line Installation @		

				_____ One _____ Dollars		
				and _____ No _____ Cents Per Unit	\$ _____ 1.00	\$ _____ 3,589.00
21	NCTCOG 301 303 402& SP-49	99	LF	Concrete Curb and Gutter Repair @		

				_____ Forty Five _____ Dollars		
				and _____ No _____ Cents Per Unit	\$ _____ 45.00	\$ _____ 4,455.00
22	NCTCOG 301 303 402& SP-49	105	SF	Concrete Driveway Repair @		

				_____ Ten _____ Dollars		
				and _____ No _____ Cents Per Unit	\$ _____ 10.00	\$ _____ 1,050.00
23	NCTCOG 301 302 402 403 & SP-49 & Technical Specs	1,310	LF	HMAC Pavement Repair @		

				_____ Eighty _____ Dollars		
				and _____ No _____ Cents Per Unit	\$ _____ 80.00	\$ _____ 104,800.00
24	NCTCOG 301 303 402& SP-49	197	SY	Concrete Pavement Repair @		

				_____ Ninety Two _____ Dollars		
				and _____ No _____ Cents Per Unit	\$ _____ 92.00	\$ _____ 18,124.00

WATER LINE IMPROVEMENT

Item No.	Spec. Reference	Est. Quantity	Unit	Name of Pay Item with Unit Price in Words	Unit Bid Price	Amount Bid
25	NCTCOG 305.2 & SP-49	156	SF	4" Concrete Side Walk @ _____ Six Dollars and No Cents Per Unit	\$ 6.00	\$ 936.00
26	TxDOT Item 666 DMS-8220 & SP-49	58	LF	12" Wide White Cross Walk Pavement Marking @ _____ One Hundred Dollars and No Cents Per Unit	\$ 100.00	\$ 5,800.00
27	TxDOT Item 666 DMS-8220 & SP-49	13	LF	24" Wide White Stop Bar Pavement Marking @ _____ Three Hundred Dollars and No Cents Per Unit	\$ 300.00	\$ 3,900.00
28	TxDOT Item 666 DMS-8220 & SP-49	26	LF	4" Wide Solid Yellow Centerline Pavement Marking @ _____ Seventy Dollars and No Cents Per Unit	\$ 70.00	\$ 1,820.00
29	SP-49	12	SY	Stamped Concrete Pavement @ _____ Two Hundred Dollars and No Cents Per Unit	\$ 200.00	\$ 2,400.00
30	TxDOT Item-688	1	LS	Install Traffic Signal Detector Loop @ _____ Ninety Five Hundred Dollars and No Cents Per Unit	\$ 9,500.00	\$ 9,500.00

WATER LINE IMPROVEMENT						
Item No.	Spec. Reference	Est. Quantity	Unit	Name of Pay Item with Unit Price in Words	Unit Bid Price	Amount Bid
31	NCTCOG 203.3 & SP-49	16	EA	Remove & Salvage Existing Water Meter @ _____ One Hundred Dollars and No Cents Per Unit	\$ 100.00	\$ 1,600.00
32	NCTCOG 203.3 & SP-49 &	1	EA	Remove & Salvage Existing Water Valve @ _____ Three Hundred Dollars and No Cents Per Unit	\$ 300.00	\$ 300.00
33	NCTCOG 502.10 & SP-49	1	LS	Temporary Waterline Connection @ _____ Thirty Five Hundred Dollars and No Cents Per Unit	\$ 3,500.00	\$ 3,500.00
34	NCTCOG 501.14 502.4 502.10 506 & SP-49	1	LS	Temporary Waterline for Water Line "C" Services @ _____ Thirty Five Hundred Dollars and No Cents Per Unit	\$ 3,500.00	\$ 3,500.00
35	NCTCOG 501.7 501.14 502.4 502.5 502.8 506 & SP-49	2	EA	8" Water Line Lowering (Incl. Pipe, Fittings, and Blocking) @ _____ Forty Five Hundred Dollars and No Cents Per Unit	\$ 4,500.00	\$ 9,000.00
36	TxDOT Item 401	1	CY	Grout for Abandoning Line @ _____ Three Hundred Dollars and No Cents Per Unit	\$ 300.00	\$ 300.00

WATER LINE IMPROVEMENT						
Item No.	Spec. Reference	Est. Quantity	Unit	Name of Pay Item with Unit Price in Words	Unit Bid Price	Amount Bid
37	Technical Specs & SP-49	350	SF	Scour Stop Erosion Mat w/Sod @		
				Ten Dollars		
				and No Cents		
				Per Unit	\$ 10.00	\$ 3,500.00
38	NCTCOG 107.19 801 & SP-24 SP-49	1	LS	Traffic Control @		
				Fifty Five Hundred Dollars		
				and No Cents		
				Per Unit	\$ 5,500.00	\$ 5,500.00

PROJECT TOTAL:

\$ 594,201.00
(Total Amount Bid, Numerical Value)

The undersigned bidder acknowledges receipt of the following Addenda: **(If none is received, then write NONE or N/A across the blanks.)**

Addendum No. 1 Date Received _____

Addendum No. 2 Date Received _____

Addendum No. 3 Date Received _____

The undersigned bidder agrees to execute and file with the Owner a contract and bonds on the forms provided within ten (10) days after written notification of award of the contract to him and to begin the work to be performed under the contract within ten (10) days after written authorization to begin the work (Work Order) and to complete the work in full within **180 Consecutive Calendar Days** after the date specified in the "Notice to Proceed/Work Order":

Enclosed with this proposal is a certified check or cashier's check or bid bond payable to the City of Lancaster in the amount of five percent (5%) of the total bid, which is to become the property of the City of Lancaster, or the attached Bidder's Bond is to be forfeited in the event the contract and bond are not executed within the time set forth, as liquidated damages for delay and additional work caused thereby.

Respectfully Submitted,

Signed: _____

Company: Rumsey Construction

Address: 4329 Reeder Dr.

Carrollton, Texas 75010

Telephone: 214-614-8140

FAX: 214-556-1110

SEAL

(If Bidder is Corporation)

Submitted by _____ an individual
a partnership
a corporation

Doing Business As _____

EXHIBIT E-1
Performance Bond

PERFORMANCE BOND

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

KNOW ALL MEN BY THESE PRESENTS: That _____
(hereinafter referred to as "Principal") of the City of Carrollton,
County of Dallas and State of Texas, and _____
_____ (hereinafter referred to as "Surety"),
authorized under the laws of the State of Texas to act as surety on bonds for
principals, are held and firmly bound unto the **CITY OF LANCASTER**
(hereinafter referred to as "Owner"), in the penal sum of Five Hundred
Ninety Four Thousand Two Hundred One and 00/100 (\$ 594,201.00) not less
than 100% of the approximate total amount of the contract as evidenced in
the bid proposal for the payment whereof, the said Principal and Surety bind
themselves, and their heirs, administrators, executors, successors and
assigns, jointly and severally, by these presents:

WHEREAS, the Principal has entered into a certain written contract with
the Owner, dated the ___ day of _____, _____, for the

WATER LINE IMPROVEMENTS

FOR

**East 2nd St, Dallas Ave, Main St,
Pleasant Run Rd & Lancaster-Hutchins Rd**

Which contract is hereby referred to and made a part hereof as fully and to
the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that if the said
Principal fully and faithfully executes the work and performance of the

PERFORMANCE BOND (Continued)

contract in accordance with the plans (drawings), specifications, and contract documents, including any extensions thereof, and according to the true intent and meaning of said contract and the plans and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute(s) to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement with increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the ____ day of _____, _____.

Rumsey Construction
(Principal)

(Surety)

By _____

By _____

Title _____

Title _____

Address _____

Address _____

4329 Reeder Dr.

Carrollton, Texas 75010

PERFORMANCE BOND (Continued)

The name and address of the Resident Agent of Surety is:

EXHIBIT E-2
Payment Bond

PAYMENT BOND

STATE OF TEXAS

COUNTY OF DALLAS

KNOW ALL MEN BY THESE PRESENTS: That Rumsey Construction of the City of Carrollton, County of Dallas and State of Texas, (hereinafter referred to as "Principal"), and _____ hereinafter referred to as "Surety"), authorized under the laws of the State of Texas to act as surety on bonds for principals, are held and firmly bound unto **THE CITY OF LANCASTER** (hereinafter referred to as "Owner"), in the penal sum Five Hundred Ninety Four Thousand Two Hundred One and 00/100 Dollars (\$ 594,201.00) [not less than 100% of the approximate total amount of the contract as evidenced in the bid proposal] for the payment whereof, the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors and assigns, jointly and severally, by these presents: WHEREAS, the Principal has entered into a certain written contract with the Owner, dated the _____ day of _____, _____, for the

WATER LINE IMPROVEMENTS FOR East 2nd St, Dallas Ave, Main St, Pleasant Run Rd & Lancaster-Hutchins Rd

Which contract is hereby referred to and made a part hereof as fully and to the same extent as if copied at length herein.

NOW, THEREFORE, the condition of this obligation is such, that the bond guarantees the full and proper protection of all claimants supplying labor and

PAYMENT BOND (Continued)

material in the prosecution of the work provided for in said contract and for the use of each claimant, and that conversely should the Principal faithfully perform said contract and in all respects duly and faithfully observe and perform all and singular the covenants, conditions, and agreements in and by said contract agreed to by the Principal, and according to the true intent and meaning of said contract and the claims and specifications hereto annexed, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED, HOWEVER, that this Bond is executed pursuant to the provisions of Chapter 2253, Texas Government Code, as amended, and all liabilities on this bond shall be determined in accordance with the provisions of said statute(s) to the same extent as if they were fully copied at length herein.

Surety, for value received, stipulates and agrees that the bond shall automatically be increased by the amount of any change order or supplemental agreement with increases the contract price with or without notice to the Surety and that no change, extension of time, alteration or addition to the terms of the contract, or to the work performed thereunder, or the plans, specifications, or drawings accompanying the same, shall in anyway affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder.

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, _____.

PAYMENT BOND (Continued)

Rumsey Construction
(Principal)

(Surety)

By _____

By _____

Title _____

Title _____

Address _____

Address _____

4329 Reeder Dr.

Carrollton, Texas 75010

The name and address of the Resident Agent of Surety is:

EXHIBIT E-3
Maintenance Bond

MAINTENANCE BOND

STATE OF TEXAS

§

§

COUNTY OF Dallas

§

KNOW ALL MEN BY THESE PRESENTS: That Rumsey Construction (hereinafter referred to as "Principal"), and _____ (hereinafter referred to as "Surety"), are held and firmly bound unto the CITY OF LANCASTER, a municipal corporation, as Obligee, (hereinafter referred to as "Owner"), in the amount, Five Hundred Ninety Four Thousand Two Hundred One and 00/100 (\$ 594,201.00), equal to **one hundred (100%) percent** of the Contract amount, for the payment of which Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally.

Contractor has by written agreement entered into a contract with Owner for the

WATER LINE IMPROVEMENTS

FOR

**East 2nd St, Dallas Ave, Main St,
Pleasant Run Rd & Lancaster-Hutchins Rd**

Dated the _____ day of _____, _____ which contract is by reference made a part of this bond and is hereinafter referred to as the "Contract".

Under the Contract, it is provided that the Contractor shall maintain and keep in good repair the work constructed or equipment furnished by it as contemplated by the plan drawings, specifications, and other Contract documents, and perform for a period of two (**2**) years from the date of acceptance as shown in the Letter of Acceptance issued by the City Engineer or his/her authorized agent, or the date of Final Payment by the Owner if a separate Letter of Acceptance is not issued, all necessary repairs, reconstruction or replacement of any part of the work, and to furnish the labor and materials to make good and to repair any defective condition growing out of or on account of the breakage or failure of any substance or the improper function of any part of the construction work. The Contractor shall reimburse the Owner for the costs of all engineering and special services required to be

MAINTENANCE BOND (Continued)

furnished by the Owner which are directly attributable to the repair, reconstruction or replacement of the work.

The maintenance under this bond contemplates the complete restoration of the work to a functional use if that should be necessary. It is the intended purpose of this bond to require the correction of all defective conditions

resulting from materials furnished or work and labor performed by the Contractor under the Contract; and in case the Contractor or Surety shall fail or refuse to commence and actively pursue such corrections within ten (10) days after written notification has been furnished to them by the Owner, it is agreed that the Owner may do the work and supply such materials and the Contractor and Surety shall be liable for the payment of all costs thereby incurred, jointly and severally.

THEREFORE, if the Contractor shall keep and perform its agreement to maintain the work and keep the same in good repair for the maintenance period as provided above, then this bond shall be null and void and have no further effect; but if default shall be made by the Contractor in the performance of its obligation to maintain and repair the work, then this bond shall have full force and effect and the Owner shall be entitled to recover one hundred percent (100%) cost of materials and labor from the Contractor and Surety, as provided in this bond. It is further understood and agreed that the obligation under this bond shall be a continuing one against the Contractor and Surety, and that successive recoveries may be had hereon for successive breaches until the full amount shall have been exhausted. It is further understood that the obligation to maintain the work shall continue throughout the maintenance period, and the same shall not be changed, diminished, or in any manner affected from any cause during that time.

The Owner shall be entitled to its reasonable attorneys' fees and costs in any legal proceeding to enforce the Owner's rights under this bond.

MAINTENANCE BOND (Continued)

IN WITNESS WHEREOF, the said Principal and Surety have signed and sealed this instrument on this the _____ day of _____, _____.

Rumsey Construction

(Principal)

By _____

Title _____

Address _____

4329 Reeder Dr.

Carrollton, Texas 75010

(Surety)

By _____

Title _____

Address _____

The name and address of the Resident Agent of Surety is:

NOTE: Date of Maintenance Bond must not be prior to date of Contract.
Power of Attorney must be attached.
Amount and Term of Maintenance Bond shall be as stated in the
"Special Conditions".

EXHIBIT F-1
Certificate of Insurance
(Sample Form)

(SAMPLE FORM)

CERTIFICATE OF INSURANCE

TO: _____ Date _____
OWNER _____ Project No. _____
Address _____ Type of Project _____

THIS IS TO CERTIFY THAT Rumsey Construction
(NAME AND ADDRESS OF INSURED)

is, at the date of this certificate, insured by this Company with respect to the business operations hereinafter described, for the types of Insurance and in accordance with the provisions of the standard policies used by this Company, and further hereinafter described. Exceptions to standard policy noted on reverse side hereof.

TYPE OF INSURANCE

Policy No.	Effective	Expires	Limits of Liability
Workmen's Compensation			
Public Liability		1 Person \$ _____ 1 Accident \$ _____	
Contingent Liability		1 Person \$ _____ 1 Accident \$ _____	
Property Damage			
Builder's Risk			
Automobile			
Other			

(SAMPLE FORM)

CERTIFICATE OF INSURANCE (Continued)

The foregoing policies (do) (do not) cover all sub-contractors.

Locations Covered: _____

Descriptions of Operations Covered: _____

The previously indicated policies either in the body thereof or by appropriate endorsement provide that they may not be changed or canceled by the insurer in less than fifteen (15) days after the insured has received written notice of such change or cancellation.

Where applicable local laws or regulations require more than fifteen (15) days actual notice of change or cancellation to the assured, the above policies contain such special requirements, either in the body thereof or by appropriate endorsement thereto attached.

Rumsey Construction

(NAME OF INSURER)

By: _____

Title: _____

EXHIBIT F-2
Contractor's Release to City

CONTRACTOR'S RELEASE TO CITY

TO: CITY OF LANCASTER

**RE: WATER LINE IMPROVEMENTS
FOR
East 2nd St, Dallas Ave, Main St,
Pleasant Run Rd
& Lancaster-Hutchins Rd**

This is to certify that Rumsey Construction, by acceptance of
(NAME OF CONTRACTOR)
this final payment, hereby releases the OWNER, the City of Lancaster, from all
claims and all liabilities of the City of Lancaster for all things done or furnished in
connection with work on this project and further releases the City of Lancaster
from liabilities arising from any act of the OWNER or his/her agent arising in
connection with this project. This release in no way operates to release the
CONTRACTOR or his/her Surety from any obligations under this contract or the
bond tendered pursuant thereto.

(NAME OF CORPORATION)

(AUTHORIZED AGENT)

CORPORATION ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF §

BEFORE ME, the undersigned authority in and for Dallas County, Texas, on this day personally appeared _____ known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he/she is the ___ of the said _____, a corporation, and that he/she is authorized by said corporation to execute the foregoing instrument as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

CONTRACTOR'S RELEASE TO CITY *(Continued)*

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the _____ day of

_____, _____.

*(Notary Public in and for the State
of Texas)*

(Type or Print Notary's Name)

My Commission Expires: _____

EXHIBIT F-3
**Contractor's Affidavit of Final
Payment**

CONTRACTOR'S AFFIDAVIT OF FINAL PAYMENT

STATE OF TEXAS

§

§

COUNTY OF DALLAS

§

BEFORE ME, the undersigned authority, on this day personally appeared

_____, (hereinafter referred to as Affiant), who,
(NAME)

after being by me duly sworn, deposes and says that he/she is the _____
(TITLE)

_____ of Rumsey Construction (a
(NAME OF COMPANY)

corporation, partnership, trade name) of Dallas County,
(“X” OUT THE INCORRECT)

State of Texas (hereinafter referred to as Contractor), which said Contractor
was awarded the contract dated the _____ day of _____,
for **WATER LINE IMPROVEMENTS FOR East 2nd St, Dallas Ave, Main St,
Pleasant Run Rd & Lancaster-Hutchins Rd**

(Hereinafter referred to as the “Work”), for a total consideration of Five Hundred
Ninety Four Thousand Two Hundred One and 00/100 (\$ 594,201.00) to be paid
to the said Contractor (the Contract), and that Affiant has full power of authority
to make this affidavit.

That **THE CITY OF LANCASTER**, (hereinafter referred to as “Owner”), has
approved the final estimate on said Work, and that the said Contractor has fully
satisfied and paid any and all claims that may be covered by Chapter 53 of the
Texas Property Code, and Chapter 2253 of the Texas Government Code, or any
other applicable statutes or charter provisions, and that all just bills for labor and
materials have been paid and discharged by said Contractor insofar as they
pertain to the Work in question.

That in addition to any funds which may have been previously paid by the Owner, the Contractor hereby accepts the amount of Five Hundred Ninety Four Thousand Two Hundred One and 00/100 (\$ 594,201.00) as **FULL AND FINAL PAYMENT** under the aforementioned Contract, and hereby waives and releases any right Affiant and/or the Contractor may have to pursue claims of any nature against the Owner arising out of or in any manner connected with the performance of the Work and/or the Contract, including but not limited to claims of third parties that supplied material and/or labor for the Work for or through the Contractor (hereinafter referred to as "Subcontractors"), as well as claims for delay, additional compensation or for recovery of liquidated damages which may have been withheld by the Owner. The Contractor shall defend, hold harmless and indemnify the Owner from any such claims of such Subcontractors. The Contractor further releases the Owner from any claim or liability arising from any act or neglect of the Owner related to or connected with the Contract. This affidavit is given pursuant to the final payment provisions of the Contract, and shall not be deemed to alter or modify the terms and provisions of said Contract.

This affidavit is made in compliance with the law and in compliance especially with Chapter 2253 of the Texas Government Code and that the undersigned, upon his/her oath, states that the facts indicated in the above instrument of writing are true and correct and that he/she is not incapacitated in any way from making this affidavit.

WITNESS my hand this the ____ day of _____, ____

(Affiant)

(Printed Name)

SUBSCRIBED AND SWORN TO BEFORE ME, this the _____ day of

_____, _____.

(Notary Public in and for the State
of Texas)

(Type or Print Notary's Name)

My Commission Expires: _____

SECTION II

Exhibit G- SPECIAL PROVISIONS

SPECIAL PROVISIONS

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SPECIAL PROVISIONS

SP-1: GENERAL

For this contract, the General Provisions (Division 100) of the Standard Specifications for Public Works Construction, North Central Texas adopted by the North Central Texas Council of Governments (NCTCOG), Fourth Edition (2002), with all amendments thereto, shall govern and shall constitute as the Special Provisions except as herein amended, modified or supplemented. Omission of any section from this Project's Contract Documents does not mean that such section is not applicable to this Project. The NCTCOG General Provisions will be referred to as the General Provisions (GP) and will not be physically bound with the other contract documents. Copies may be obtained from the North Central Texas Council of Governments.

The following Special Provisions shall take precedence over all other contract conditions, specifications and agreements.

SP-2: PROJECT DESCRIPTION

The work to be performed under the provisions of these contract documents consist of the replacement of approximate 4000 LF of existing 2" to 8" water line with 8" water line:

1. 8" Water line improvements on East 2nd Street from Dallas Ave to State Ave (approximately 730 LF), and Main Street from Lancaster Hutchins Rd to 600' west of Lancaster Hutchins RD (approximately 550 LF).
2. A New 8" Water line on Lancaster-Hutchins Road from East 2nd Street to a point approximately 400 LF north of State Avenue (approximately 2,300 LF).
3. A New 8" Water line to be installed by directional drill in Dallas Ave / State 342 from Cedar Street to Main Street (approximately 200 LF), and 2" Long Service with 6" PVC Casing by Directional Drill (approximately 76 LF).
4. Water line improvements in the northwest quadrant of the intersection of Jefferson Street and Pleasant Run Road to reconfigure service lines in private property and to connect to a water line main in city R.O.W.

SP-3: DEFINITIONS

Modify GP Item 1.0. Definitions as follows:

The word "City" or "OWNER" in these documents shall be understood as referring to:

City of Lancaster
211 N Henry Street
Lancaster, TX 75146

The word "Engineer" in these documents shall be understood as referring to the City Engineer, Engineer of the OWNER, or such other Engineer or Supervisor as may be authorized by the OWNER to act in any particular position. Both the Engineer and the Inspector shall be considered as the OWNER's "authorized representative".

The word "CONTRACTOR" in these documents shall be understood as referring to the person, firm or corporation with whom the OWNER has executed the contract or agreement.

The term "General Conditions of Agreement" when used in the Contract Documents shall be understood as referring to "Division 100, General Provisions" of the "Public Works Construction Standards" adopted by the North Central Texas Council of Governments.

Any reference to "Special Conditions" or "Supplemental Special Conditions" shall be understood as referring to these Special Provisions.

SP-4: INFORMATION CONCERNING CONDITIONS

Add the following to GP Item 102.3. Examination of Plans, Specifications and Site of the Work:

Prospective bidders shall make a careful examination of the entire site of the project and shall make such explorations as may be necessary to determine the subsoil and water conditions to be encountered; improvements and obstructions which may be encountered, especially those to be protected; methods of providing ingress and egress to private as well as public property; methods of handling traffic during construction and maintenance of the entire project as well as any section thereof; protection of all existing structures both above and below ground; and how the plans fit the proposed project and especially if any discrepancies exist.

The accuracy of the information furnished by the Engineer or the plans and specifications as to underground structures and surface structures, foundation conditions, character of soil, position and quality of ground and subsoil water, etc., are not guaranteed by the OWNER.

Subsurface exploration, to ascertain the nature of the soils at the project site, including the amount of rock, if any, is to be the responsibility of any and all prospective bidders. Whether prospective bidders perform this subsurface exploration jointly or independently, it shall be left to the discretion of such prospective bidders. Subsurface exploration shall not be attempted without the approval of the Engineer.

SP-5: ADDENDA

Bidders wanting further information, interpretation or clarification of the Contract Documents must make their request in writing to the Engineer **at least seven (7) days prior to the Bid Opening**. Answers to all such requests will be made a

part of the Contract Documents. No other explanation or interpretation will be considered official or binding.

Should a bidder find discrepancies in, or omission from the Contract Documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Engineer in order that a written addendum may be sent to all bidders. Any addenda issued will be mailed or be delivered to each prospective bidder who has requested and received a bid packet. The bid proposal as submitted by the bidder must be so constructed as to include any addenda issued by the Engineer prior to 24 hours of the bid opening, with the appropriate recognition of addenda so noted in the bid proposal.

SP-6: PREPARATION OF PROPOSAL

Add the following to GP Item 102.4. Preparation of Proposals:

Bidder shall state his/her prices in ink or typewritten format.

SP-7: PROPOSAL GUARANTY

Modify GP Item 102.5. Proposal Guaranty to include:

The five percent (5%) proposal guaranty shall be five percent (5%) of the largest possible total for the bid submitted.

SP-8: FILING OF PROPOSAL

Add the following to GP Item 102.6. Filing of Proposals:

Bids, affidavits and proposed construction schedules must be submitted in sealed envelopes within the time limit for receiving proposals, as stated in the "NOTICE TO BIDDERS", which envelopes bear a legible notation, "PROPOSAL", and the name of the project. The original copy shall be filed with the City of Lancaster in the office of the City Secretary at City Hall.

SP-9: REJECTION OF PROPOSALS

Add the following reasons to GP Item 102.11. Rejection of Proposals:

- (e) Proposals received after the time limit for receiving proposals, as indicated in the NOTICE TO BIDDERS.

- (f) Proposals that are incomplete insofar as the required signatures, proposal guaranty, or containing any material irregularities.

SP-10: DISQUALIFICATION OF BIDDERS

Add the following reason to GP Item 102.12. Disqualification of Bidders:

- (i) Where more than one proposal for an individual firm, partnership, or corporation is filed under the same or different names and where such proposals are not identical in every respect;
- (j) Where bidder's previous work for the OWNER did not completely and fully meet all of the requirements and/or specifications of the contract documents for said work.

SP-11: QUALIFICATION TO PERFORM

The OWNER may make such investigations as he/she deems necessary to determine the bidder's ability to perform the work, and the bidder shall furnish to the OWNER all such information and data for this purpose as the OWNER may request. The OWNER reserves the right to reject any bid if the evidence submitted fails to satisfy the OWNER that such bidder can properly carry out the obligations of the contract and to complete the work contemplated therein.

SP-12: AWARD OF CONTRACT

Add the following to GP Item 103.2. Award of Contract.

The award, if made, shall be on the basis of the lowest acceptable bid submitted by a qualified responsible bidder, as determined by the OWNER, within 60 days after the opening of proposals. In determining the lowest acceptable bid, the OWNER will consider all relative factors such as: efficiency of a single contractor in the project area, increase in public safety due to a single contractor's operations, length of construction, coordination of construction activities, previous experience the OWNER may have had with the bidder, effects on area traffic due to construction detours and efficient use of City funds. The right is reserved, as the interest of the OWNER may require, to reject any and all bids and to waive any formality in bids received. It is the intention of the OWNER to award a single contract for this work.

SP-13: PRIORITY OF CONTRACT DOCUMENTS

Delete GP Item 105.1.1. Priority of Contract Documents and substitute the following:

In case of conflict between contract documents, priority of interpretation shall be in the following order:

1. Signed "Standard Form of Construction Agreement"
2. Any Addendums
3. "Notice to Bidders" advertisement
4. Bidder's Proposal
5. Special Instruction to Bidders
6. Performance, Payment and Maintenance Bonds
7. Certification of Insurance
8. Notice to Proceed
9. Special Provisions
10. Technical Specifications
11. General Provisions
12. Special Specifications
13. Project Construction Plans (Drawings)
14. Special Material and/or Equipment Specifications
15. Special Material and/or Equipment Drawings
16. North Central Texas Council of Government "Standard Specifications for Public Works Construction"
17. North Central Texas Council of Government "Standard Drawings for Public Works Construction"
18. North Central Texas Council of Government references

SP-14: COPIES OF PLANS AND SPECIFICATIONS FURNISHED

Four (4) sets of plans and specifications (not including the General Provisions) shall be furnished to the CONTRACTOR at no charge for construction purposes. Additional sets may be obtained from the Engineer at **\$ 50.00 per set**.

SP-15: BONDS - AMOUNT AND TERMS

In addition to GP Item 103.3 Surety Bonds, add the following:

With the execution and delivery of the contract, the CONTRACTOR shall furnish and file with the City in the amount herein required, the following surety bonds:

- (a) A good and sufficient Performance Bond in an amount equal to one hundred percent (100%) of the total awarded contract price,

guaranteeing the full and faithful execution of the work and performance of the contract and for the protection of the City against any improper execution of the work or the use of inferior materials.

- (b) A good and sufficient Payment Bond in an amount equal to one hundred percent (100%) of the total awarded contract price, guaranteeing payment for all labor, materials and equipment used in the construction of the project.
- (e) A good and sufficient Maintenance Bond in an amount equal to one hundred percent (100%) of the total awarded contract price, guaranteeing the maintenance in good condition of such project for a period of two (2) years from and after the time of its completion and acceptance by the City.

General conditions for bonds are as follows:

1. The surety on each bond must be a responsible surety company, which is licensed and qualified to do business in the State of Texas (surplus lines carriers are not acceptable) and satisfactory to the City. No surety will be accepted who is in default or delinquent on any bond or who is interested in any litigation against the City. Should any surety on the contract be determined unsatisfactory at any time by the City, notice will be given to the CONTRACTOR to the effect, and the CONTRACTOR shall forthwith substitute a new Surety or Sureties satisfactory to the City. (Texas Lloyd's Plan carriers are not acceptable.) No payment will be made under the contract until the new Surety or Sureties, as required, have qualified and have been accepted by the City. The contract shall not be operative nor shall any payments be due until approval of the bonds has been made by the City.
2. The surety company should be listed in the current circular of the "Federal Register - Department of the Treasury - Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsurance Companies".
3. The surety shall have an underwriting limitation (as shown in the Federal Register) to cover 100% of the project cost. Exceptions to a requirement may be made in unusual circumstances, subject to approval by the Office of Risk Management and the City Attorney's Office.
4. All bonds shall be made on forms furnished by the City and shall conform to the requirements as set forth herein.

5. Each Bond shall be executed by the CONTRACTOR and the Surety. The name and residence of each individual party to the bond shall be inserted in the body thereof, and each such party shall sign the bond with his/her usual signature on the line opposite the scroll seal, and if signed in the States of Maine, Massachusetts, or New Hampshire, an adhesive seal shall be fixed opposite the signature.
6. If the principals are partners, their individual names will appear in the body of the bond or on proceeding pages to be included with said bond with the recital that they are partners composing a firm, naming it, and all the members of the firm shall execute the bond as individuals.
7. The signature of a witness shall appear in the appropriate place, attesting the signature of each individual party to the bond.
8. The principal or surety shall be a corporate surety; the name of the state in which incorporated shall be inserted in the appropriate place in the body of the bond or on proceeding pages to be included with said bond, and said instrument shall be executed and attested under the corporate seal, the fact shall be stated, in which case a scroll or adhesive seal shall appear following the corporate name.
9. The official character and authority of the person or persons executing the bond for the principal, if a corporation, shall be certified by the secretary or assistant secretary according to the form attached hereto. In lieu of such certificate, records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.
10. The date of any bond must not be prior to the date of the contract in connection with which it is given.

SP-16: INSURANCE REQUIREMENTS

In addition to the provisions of GP Item 103.4.1 Contractor's Insurance, add the following:

103.4.1.1 Worker's Compensation: Statutory requirements as specified by the Workmen's Compensation Law of the State of Texas and adopted by the Texas Workers' Compensation Commission per Title 28, TAC §110.110. Workers' Compensation Insurance Coverage:

A. Definitions:

- (1) Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the commission or a coverage agreement (TWCC-81, TWCC-82, TWCC-83, or TWCC-84), showing statutory workers' compensation insurance coverage for the person's or entity's employees (including those subject to a coverage agreement) providing services on a project for the duration of the project.
- (2) Building or construction - Has the meaning defined in the Texas Labor Code, §406.096(e)(1).
- (3) Contractor - A Person bidding for or awarded a building or construction project by a governmental entity.
- (4) Coverage - Workers' compensation insurance meeting the statutory requirements of the Texas Labor Code, §401.011(44).
- (5) Coverage Agreement - A written agreement on form TWCC-81, form TWCC-82, form TWCC-83, or form TWCC-84, filed with the Texas Workers' Compensation Commission which establishes a relationship between the parties for purposes of the Workers' Compensation Act, pursuant to the Texas Labor Code, Chapter 406, Subchapters F and G, as one of employer/employee and establishes who will be responsible for providing workers' compensation coverage for persons providing services on the project.
- (6) Duration of the project - Includes the time from the beginning of the work on the project until the work on the project has been completed and accepted by the governmental entity.
- (7) Persons providing services on the project ("subcontractor" in §406.096) - Includes all persons or entities performing all or part of the services the contractor has undertaken to perform on the project, regardless of whether that person contracted directly with the CONTRACTOR and regardless of whether that person has employees. This includes, without limitation, independent contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity, or employees of any entity, which furnishes persons to provide services on the project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project such as food/beverage vendors, office supply deliveries, and delivery of portable toilets.

- (8) Project - Includes the provision of all services related to a building or construction contract for a governmental entity.
- B. The CONTRACTOR shall provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all employees of the CONTRACTOR providing services on the project for the duration of the project.
- C. The CONTRACTOR must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- D. If the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the project the CONTRACTOR must prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- E. The CONTRACTOR shall obtain from each person providing services on the project and provide to the governmental entity:
 - (1) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (2) No later than seven days after receipt by the CONTRACTOR, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
- F. The CONTRACTOR shall retain all required certificates of coverage for the duration of the project and for one year thereafter.
- G. The CONTRACTOR shall notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the CONTRACTOR knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project.
- H. The CONTRACTOR shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation Commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

- I. The CONTRACTOR shall contractually require each person with whom it contracts to provide services on a project, to:
- (1) Provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements, which meets the statutory requirements of Texas Labor Code, Section 401.011(44) for all of its employees providing services on the project, for the duration of the project;
 - (2) Provide to the CONTRACTOR, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) Provide the CONTRACTOR, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (4) Obtain from each other person with whom it contracts, and provide to the CONTRACTOR:
 - (a) A certificate of coverage, prior to the other person beginning work on the project; and
 - (b) A new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required by paragraphs (1) - (7), with the certificates of coverage to be provided to the person for whom they are providing services.

- J. By signing this contract or providing or causing to be provided a certificate of coverage, the CONTRACTOR is representing to the governmental entity that all employees of the CONTRACTOR who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier or, in the case of a self-insured, with the commission's Division of Self-Insurance Regulation. Providing false or misleading information may subject the CONTRACTOR to administrative penalties, criminal penalties, civil penalties, or other civil actions.
- K. The CONTRACTOR's failure to comply with any of these provisions is a breach of contract by the CONTRACTOR which entitles the governmental entity to declare the contract void if the CONTRACTOR does not remedy the breach within ten (10) days after receipt of notice of breach from the governmental entity.

In accordance with statutory requirements, the CONTRACTOR shall:

- (1) Provide coverage for its employees providing services on the project, for the duration of the project based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements;
- (2) Provide a certificate of coverage showing workers' compensation coverage to the governmental entity prior to beginning work on the project;
- (3) Provide the governmental entity, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the CONTRACTOR's current certificate of coverage ends during the duration of the project;
- (4) Obtain from each person providing services on the project, and provide to the governmental entity:
 - (A) A certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file certificates of coverage showing coverage for all persons providing services on the project; and
 - (B) No later than seven (7) days after receipt by the contract, a new certificate of coverage showing extension of

coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

- (5) Retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
- (6) Notify the governmental entity in writing by certified mail or personal delivery, within ten (10) days after contractor knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project;
- (7) Post a notice on each project site informing all persons providing services on the project that they are required to be covered, and stating how a person may verify current coverage and report failure to provide coverage. This notice does not satisfy other posting requirements imposed by the Act or other commission rules. This notice must be printed with a title in at least 30-point bold type and text in at least 19-point normal type, and shall be in both English and Spanish and any other language common to the worker population. The text for the notices shall be the following text in Figure 1 provided by the commission on the sample notice, without any additional words or changes:

Figure 1:

REQUIRED WORKERS' COMPENSATION COVERAGE

"The law requires that each person working on this site or providing services related to this construction project must be covered by workers' compensation insurance. This includes persons providing, hauling, or delivering equipment or materials, or providing labor or transportation or other service related to the project, regardless of the identity of their employer or status as an employee"

"Call the Texas Workers' Compensation Commission at (512) 440-3789 to receive information on the legal requirement for coverage, to verify whether your employer has provided the required coverage, or to report an employer's failure to provide coverage."

SP-17: POLICY ENDORSEMENTS AND SPECIAL CONDITIONS

In addition to the provisions of GP Item 103.4.5, 'Policy Endorsements and Special Conditions', add the following:

- (a) CONTRACTOR will not be issued a Work Order to commence work on this Contract until he/she has obtained all the insurance required under this section and such insurance has been approved by the OWNER or his representative.
- (b) CONTRACTOR shall procure and shall maintain during the life of this Contract, insurance coverage as herein specified, and in case of any work sublet, shall require any subcontractor in like manner to secure and maintain such minimum limits of insurance coverage, also.
- (c) The CONTRACTOR shall furnish the OWNER with certificates showing the type, amount, class of operations covered, effective dates, and dates of expiration of policies. Such certificates shall contain substantially the following statement: "The insurance covered by this certificate will not be canceled or materially altered except after thirty (30) days written notice has been received by the OWNER."

SP-18: ORDER OF WORK

Add the following to GP Item 107.23.4. Utility Coordination and Protection:

The CONTRACTOR shall be fully responsible for proper coordination for the relocation of utilities (i.e. power poles, electrical lines, gas lines, telephone lines, television (TV) cable lines, buried cables, etc.) public and private unless otherwise noted on the plans (drawings).

SP-19: INDEMNIFICATION

Delete GP Item 107.2. Indemnification and substitute the following:

CONTRACTOR agrees to defend, indemnify and hold OWNER, its officers, agents and employees harmless against any and all claims, lawsuits, judgments, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by CONTRACTOR's breach of any of the terms or provisions of the Contract, or by any negligent or strictly liable act or omission of CONTRACTOR, its officers, agents, employees or subcontractors, in the performance of the Contract; except that the indemnity provided for in this paragraph shall not

apply to any liability resulting from the sole negligence or fault of OWNER, its officers, agents, employees or separate contractors, and in the event of joint and concurring responsibility of the CONTRACTOR and OWNER, responsibility and indemnity, if any, shall be apportioned comparatively in accordance with the law of the State of Texas. This agreement, however, does not waive any governmental immunity available to the OWNER under Texas law and nor any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

SP-20: CONSTRUCTION PROGRESS SCHEDULE

Delete GP 108.1, Progress Schedule, and substitute the following:

The CONTRACTOR shall submit to the Engineer a Construction Progress Schedule on or prior to the effective date of the work order showing the proposed dates of starting and completing each of the various major sections of the work, including sufficient time being allowed for cleanup, as well as the schedule for the overall work, the anticipated monthly payments to become due to the CONTRACTOR, and the accumulated percent of progress each month. Revised Construction Progress Schedules shall be submitted when significant changes occur or when requested by the Engineer.

SP-21: PROSECUTION OF CONSTRUCTION

Add the following to GP Item 108.2. Prosecution of the Work:

The CONTRACTOR will, unless otherwise approved by the Engineer, prosecute the construction of this project during normal working hours as defined below:

- (a) Normal Work Day shall mean the normal eight (8) hour working day between the hours of 8:00am and 5:00pm
- (b) Normal Work Week shall mean the forty (40) hour work week encompassing the five (5) eight-hour days, Monday through Friday.
- (c) Holidays to be observed and to be included into the normal workweek will be:

New Years Day	January 1st
Presidents' Day	Third Monday in February
Good Friday	Third Friday in April
Memorial Day	Last Monday in May

Independence Day	July 4th
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Day After Thanksgiving	
Christmas Eve	December 24th
Christmas Day	December 25th

Any of the above dates falling on a Sunday shall be observed on the following Monday.

All work contemplated to be done which will not be in accordance with the normal hours will require prior approval from the Owner. The CONTRACTOR shall request permission by the Owner 72 hours in advance of the time he/she intends to work.

Work, which is of necessity performed at times other than normal working hours, will not require prior approval unless construction scheduling can be arranged to prevent such conflict of time requirements.

All work performed other than the normal working hours, whether scheduled or required, will in no way increase the cost to the OWNER for the performance of such work.

SP-22: OCCUPATIONAL SAFETY AND HEALTH ACT

All work performed under this contract shall meet the requirements of the Occupational Safety and Health Act. It is the responsibility of the CONTRACTOR to familiarize himself/herself with the latest provisions of regulations published by the Occupational Safety and Health Administration in the Federal Register and to perform all of his/her responsibilities thereunder.

The CONTRACTOR shall comply with the provisions of the Occupational Safety and Health Act and the standards and regulations issued thereunder and warrant that all work, materials and products furnished under this contract will conform to and comply with said standards and regulations, which are in existence on the date of this contract. The CONTRACTOR further agrees to indemnify, defend, and hold harmless the OWNER for all damages suffered by the OWNER as a result of the CONTRACTOR's failure to comply with the Act and the Standards issued thereunder and for the failure of any material and/or equipment furnished under this contract to so comply.

The CONTRACTOR shall also comply with all pertinent provisions of the "Manual of Accident Prevention in Construction" issued by the Associated General Contractors of America, Inc., if not in conflict with those of the

Occupational Safety and Health Act and shall maintain an accurate record of all cases of death, occupational disease and injury requiring medical attention or causing loss of time from work, arising out of and in the course of employment or work under the contract.

The CONTRACTOR alone shall be responsible for the safety, efficiency and adequacy of his/her equipment and employees and for any damage, which may result from their failure or their improper construction, maintenance or operation.

SP-23: EXISTING STRUCTURES, FACILITIES AND IMPROVEMENTS

Add the following to GP Item 107.23. Existing Structures, Facilities and Appurtenances:

The CONTRACTOR's attention is directed to the necessity of taking adequate measures to protect all existing structures, facilities, improvements and utilities, including sprinkler systems, encountered.

The plans show the locations of most known surface and subsurface structures. However, the OWNER assumes no responsibility for failure to show any or all of these structures on the plans or in their exact location. It is mutually agreed that such failure shall not be considered sufficient basis for claims for additional compensation for extra work, or for increasing the pay quantities in any manner, unless the obstruction encountered is such as to necessitate substantial changes in the lines or grades, or requires the building of special works not provided for in the Contract Documents.

Any non-City utilities (cable, electric, gas, telephone, etc.) damaged by the CONTRACTOR shall be the responsibility of the CONTRACTOR for relocation and/or repair as well as the costs associated with the relocation and/or repair of utilities. Any City utilities (sanitary sewer main and water distribution main) damaged by the non-negligent acts of the CONTRACTOR will not be the responsibility of the CONTRACTOR for repair. Any delays associated with the relocation and/or repair of utilities shall not be basis for a claim for extra pay.

In the progress of the work, the CONTRACTOR may have to relocate certain existing utility service lines. All relocation, repairs and replacement work shall be done at the expense of the CONTRACTOR to the satisfaction of the OWNER, except those for which specific pay items appear in the Bid Proposal.

Any utilities damaged during construction work shall be immediately repaired at the CONTRACTOR's expense.

The CONTRACTOR shall at all times maintain streets and drives in a condition which will provide easy ingress and egress and upon completion of the work, repair all damages to roads and streets used during construction, to a condition at least as good as existed prior to the start of work.

SP-24: TRAFFIC CONTROL

Add the following to GP Item 107.19.2. Protection of Persons and Property:

The CONTRACTOR shall not remove any regulatory sign, instructional sign, street name sign, or other sign that has been erected by the City. If it is determined that a sign must be removed to permit required construction, the CONTRACTOR shall contact the City to remove the sign. In the case of regulatory signs, the CONTRACTOR must replace the permanent sign with a temporary sign meeting the requirements of the above referenced manual and such temporary sign must be installed prior to the removal of the permanent sign. If the temporary sign is not installed correctly or if it does not meet the required specifications, the permanent sign shall be left in place until the temporary sign requirements are met. When construction work is completed to the extent that the permanent sign can be reinstalled, the CONTRACTOR shall again contact the City to reinstall the permanent sign and shall leave his temporary sign in place until such installation is completed.

The CONTRACTOR shall prosecute his traffic control work in such a manner as to create a minimum of interruption to traffic and pedestrian facilities and to the flow of vehicular and pedestrian traffic within the project area.

Access to adjacent property shall be maintained at all times unless otherwise approved by the OWNER.

SP-25: TRENCH SAFETY

Add a new paragraph immediately after GP Item 107.19.3.3. Trench Safety Plan:

Per Chapter 756, Health and Safety Code, it shall be the responsibility of the CONTRACTOR to provide and maintain a viable trench safety system at all times during construction activities. The CONTRACTOR is directed to become knowledgeable and familiar with the standards as set forth by the Occupational Safety and Health Administration for trench safety that will be in effect during the period of construction of the project and the CONTRACTOR is responsible for conforming to such regulations as prescribed by Occupational Safety and Health Administration standards.

SP-26: WARRANTY

In GP Item 105.2. Workmanship, Warranties and Guarantees: change all references from one year to two (2) years and add the following:

Notwithstanding any certificate which may have been given by the Engineer, if any materials, equipment or any workmanship which does not comply with the requirements of this contract shall be discovered within two (2) years after completion of construction of the project, and acceptance by the OWNER, the CONTRACTOR shall replace such defective materials or equipment, or remedy any such defective workmanship within ten (10) days after notice in writing of the existence thereof shall have been given by the OWNER or Engineer. In the event of failure of the CONTRACTOR to replace any such defective materials or equipment or to remedy defective workmanship as herein provided, the OWNER may replace such defective materials or equipment or remedy such workmanship as the case may be and in such event the CONTRACTOR shall pay to the OWNER the cost and expense thereof.

SP-27: SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

In addition to GP Item 1.28. Shop Drawings, Product Data and Samples, add:

Each submittal shall consist of five (5) quality copies, in accordance with the Submittal Section in the Technical Specifications, unless otherwise requested by the OWNER.

SP-28: EASEMENTS / RIGHTS-OF-WAY

Without cost to the CONTRACTOR, the OWNER will provide the necessary easements or rights-of-way required for the project. However, the CONTRACTOR may desire additional temporary easements for the duration of the work for his/her construction, storage or access. All such temporary easements shall be obtained by the CONTRACTOR at no additional cost to the contract or the OWNER.

Unless specifically provided otherwise, the CONTRACTOR, as part of his/her work, shall clear all easements or rights-of-way of all obstructions to the work. On conclusion of his/her operations, he/she shall replace, repair or restore any improvements that may have been removed or damaged, as directed by the Engineer.

SP-29: LINES AND GRADES

In addition to GP Item 105.4. Construction Stakes, add the following:

All work under this contract shall be constructed in accordance with the lines and grades shown on the plans (drawings). The full responsibility for the holding to alignment and grade shall rest upon the CONTRACTOR.

The CONTRACTOR, at his expense, shall stake the project for horizontal alignment prior to construction.

The CONTRACTOR shall protect all property corner markers, and when any such markers or monuments are in danger of being disturbed, they shall be properly referenced and if disturbed shall be reset at the expense of the CONTRACTOR.

SP-30: RIGHT OF ENTRY

The OWNER reserves the right to enter the property or location on which the works herein contracted for are to be constructed or installed, by such agent or agents as he/she may elect, for the purpose of inspecting the work, or for the purchase of constructing or installing such collateral work as said OWNER may desire.

SP-31: AUTHORITY AND DUTIES OF INSPECTOR

Inspectors, designated by and acting under the direction of the OWNER, shall have the authority to inspect all work done and all materials furnished. Such inspection may extend to all or any part of the work and to the preparation, fabrication or manufacture of the materials to be used. He/She is authorized to call to the attention of the CONTRACTOR any failure of the work or materials to conform to the plans, specifications and contract documents. He/She shall have the authority to reject materials or suspend the work until any situation at issue can be referred to and decided by the OWNER.

The Inspector is not authorized to revoke, alter or waive any requirements of the plans and specifications. He/She shall in no case act as foreman or perform other duties for the CONTRACTOR, interfere with the management of the work by the latter. Any advice that the Inspector may give the CONTRACTOR shall otherwise not be construed as binding the Engineer in any way, or releasing the CONTRACTOR from fulfilling all of the terms of the Contract.

If the CONTRACTOR refuses to suspend operations on verbal order of the Inspector, a written order will be presented to the CONTRACTOR by the

Inspector giving the reason for suspension of work. After placing the order in the hand of the "man-in-charge", the Inspector shall immediately leave the job. Work performed during the absence of the Inspector will not be accepted nor paid for, and shall be removed and replaced.

Notwithstanding any other provision of this agreement or any other Contract Documents, the Inspector shall not be in any way responsible or liable for any act, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR's or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

SP-32: OWNER-ENGINEER RELATIONSHIP

The Engineer will be the OWNER's representative during construction. The duties, responsibilities and limitations of authority of the Engineer as the OWNER's Representative during construction are as set forth in the Contract Documents and shall not be extended or limited without written consent of the OWNER and Engineer. The Engineer will advise and consult with the OWNER, and all of OWNER's instructions to the CONTRACTOR shall be issued through the Engineer.

SP-33: PROFESSIONAL INSPECTION BY ENGINEER

The Engineer shall make periodic visits to the Site to familiarize himself/herself generally with the progress of the executed work and to determine if such work generally meets the essential performance and design features and the technical and functional engineering requirements of the Contract Documents; provided and except, however, that the Engineer shall not be responsible for making any detailed, exhaustive, comprehensive or continuous on-site inspection of the quality or quantity of the work or be in any way responsible, directly or indirectly, for the construction means, methods, techniques, sequences, quality, procedures, programs, safety precautions or lack of same incident thereto or in connection therewith.

Notwithstanding any other provision of this agreement or any other Contract Documents, the Engineer shall not be in any way responsible or liable for any acts, errors, omissions or negligence of the CONTRACTOR, any subcontractor or any of the CONTRACTOR's or subcontractor's agents, servants or employees or any other person, firm or corporation performing or attempting to perform any of the work.

SP-34: INSPECTION AND TESTING

Add the following to GP Item 106.5. Samples and Tests of Materials:

During the progress of the work, all materials, equipment and workmanship shall be subjected to such inspections and tests as will assure conformance with the contract requirements.

The CONTRACTOR shall furnish at his/her expense all necessary specimens and samples for testing.

Sampling and testing of all materials or construction methods shall be performed by a commercial laboratory approved by the Engineer.

When the CONTRACTOR's materials, construction items or products incorporated in the project fail to satisfy the minimum requirements of the initial test and he/she has to bear the cost of any retesting, he/she shall be responsible for any and all cost associated with such retesting. If in this situation, the CONTRACTOR utilizes the same testing laboratory as the OWNER, the CONTRACTOR shall pay said testing laboratory in full or the testing laboratory shall be able to gain recourse through the CONTRACTOR's Payment Bond.

In the event a conflict arises concerning the interpretation of A.S.T.M., A.C.I., A.W.W.A., etc., specifications/standards, the Engineer shall make his/her determination of the interpretation and his/her determination shall be final.

SP-35: SALES TAX

Add the following to GP Item 107.14. State and Local Sales and Use Taxes:

The OWNER qualifies for exemption from state and local sales and use taxes, pursuant to the provisions of Section 151.309 of the Texas Limited Sales, Excise and Use Tax Act, as amended. Therefore, the OWNER shall not be liable for, or pay the CONTRACTOR's cost of such sales and use taxes which would otherwise be payable in connection with the performance of this contract.

SP-36: VERIFICATION OF MEASUREMENTS

Before ordering any material or doing any work, the CONTRACTOR shall verify all measurements involved and shall be responsible for the correctness of these measurements. No extra charge or compensation will be allowed because of differences between actual dimensions and the dimensions shown on the

drawings; any difference that may be found shall be called to the attention of the Engineer for consideration before proceeding with the work.

SP-37: PAY ITEMS - INCIDENTAL CONSTRUCTION

The CONTRACTOR shall be paid only for those items which are listed in the proposal or which are added to the job through a change order. All construction or removal considerations, which are not listed as a separate pay item, shall be considered as incidental construction. Cost for these items shall be considered in the most appropriate item listed in the schedule(s) of pay items.

SP-38: OMISSIONS

- (a) In the event that the specifications inadvertently omit some of the usual and customary work, auxiliary equipment or material required for the satisfactory installation and operation of all work, equipment or material, the CONTRACTOR shall provide these items as directed by the Engineer at his/her own expense. The CONTRACTOR will be assumed to be an experienced and qualified CONTRACTOR in this type of work, and to have studied the purpose of operation of the equipment and the results to be obtained, and is to furnish equipment suitable for the work to be done.
- (b) In the event that the specifications inadvertently fail to contain a specification for work to be done and material to be furnished, then the Standard Current Specification or Requirements of the A.W.W.A., A.S.T.M., A.S.C.E., A.S.E.E., A.S.M.E., N.B.F.U., N.E.C., N.E.M.A., O.S.H.A., NCTCOG "Standard Specifications for Public Works Construction" or TxDOT "Standard Specifications for Construction of Highways, Streets and Bridges" shall apply. Should the above specifications not apply, then the work done, equipment or material furnished shall be as directed by the Engineer.

SP-39: LOSSES FROM NATURAL CAUSES

Unless otherwise specified, all loss or damage to the CONTRACTOR arising out of the nature of the work to be done, or from the action of the elements, or from any unforeseen circumstance in the prosecution of same, or from unusual obstructions or difficulties which may be encountered in the prosecution of the work, shall be sustained and borne by the CONTRACTOR at his/her own cost and expense.

SP-40: EXPLOSIVES, BLASTING, ETC.

Neither explosives nor blasting shall be allowed or used on this project.

SP-41: WORK WITH OWN FORCES

The CONTRACTOR shall perform with his own forces work of a value of not less than fifty percent (50%) of the contract amount.

SP-42: PROJECT NAME CONSTRUCTION SIGNS

The CONTRACTOR shall install two (2) Project Name Construction Signs, 36"x60", in this Project at the locations indicated by the OWNER and in accordance with the sign drawing on the last page of these Special Provisions. These Signs shall be installed within 14 calendar days from the date the OWNER awards the contract and shall remain in place during the entire construction period. These Signs shall be removed within 14 calendar days after the OWNER's acceptance of the project improvements.

The Project Name Construction Sign shall be constructed from ¾ inch exterior grade plywood with one smooth side. Paint for the Sign shall be a commercial grade exterior paint that will not show signs of fading during the complete construction period defined above. If the sign fades before completion of the project, the CONTRACTOR shall repaint the sign to its original quality. Painting of the sign shall be of professional quality equivalent to commercial sign painting.

Mounting posts shall be either redwood or pressure treated pine. Mounting posts shall be either buried to the depth indicated on the drawing or placed on skids. The Sign shall be attached to the mounting posts with three (3) bolts per post. Bolts shall be standard grade, minimum 3/8" inch diameter with flat washers on both sides of the sign, lock washer and double nuts. Bolts shall be spaced on the sign face between lettering so as not to obscure the wording on the Sign and shall be as evenly as possible.

Sign Data:

Project Name:	WATER IMPROVEMENTS FOR (Street Name)
Contractor:	<i>Name of Your Company</i>
Estimated Cost:	<i>Contract Amount</i>
Estimated Completion:	<i>To be Determined After Contract Award</i>

Payment shall be considered as part of the scope of work included in Pay Item: General Site/ROW Preparation.

SP-43: WATER FOR CONSTRUCTION

The CONTRACTOR shall make the necessary arrangements for securing and transporting all water required in the construction, including water required for mixing of concrete, sprinkling, testing, flushing or jetting.

The CONTRACTOR may remit to the City a deposit for a fire hydrant water meter. In addition, the Contractor will be billed for all City water measured and used for construction on this project. The cost of any temporary pipe line, metering or other equipment which may be necessary to make use of such fire hydrant water meter and water, shall be considered as incidental to the work and payment therefore shall be included in the various bid items of the proposal. If the CONTRACTOR chooses to use such fire hydrant water meter, he/she shall assume full responsibility for it and return it in the same or similar condition as received otherwise the CONTRACTOR will not be returned his/her deposit.

SP-44: WORK-SITE AREA AND CLEAN-UP

Add the following to GP Item 107.24 Project Cleanup:

During construction the CONTRACTOR shall at all times keep the job site free from waste, debris and rubbish, and shall maintain a daily routine of clean up.

The working operations of the CONTRACTOR shall at all times be conducted so as to create a minimum of inconvenience to the OWNER or to the public. Stringing of pipe, stockpiling of materials, etc., will be allowed only where no inconvenience is caused and only in amounts that can be readily used by the CONTRACTOR.

All trees, stumps, brush or other debris to be removed from the site, shall be disposed of in a manner consistent with Local Ordinances and all State Regulations. Burning of trash, etc., will only be permitted where allowed by Local Ordinances and State Pollution Regulations.

All excavated earth in excess of that required for project embankments and/or backfilling shall be removed from the job site and disposed of in a satisfactory manner. Disposal of excess material into area creeks and drainage ways will not be allowed.

Any trees or other landscape features scarred or damaged by the CONTRACTOR's operations shall be restored or replaced at the CONTRACTOR's expense. Trimming or pruning to facilitate the work will be permitted only by experienced workmen in an approved manner. Pruned

limbs of one inch (1") diameter or larger, shall be thoroughly treated as soon as possible with a tree wound dressing.

The CONTRACTOR shall take all precautions required to prevent soil erosion during construction. If, in the opinion of the Engineer, excessive erosion occurs, the CONTRACTOR shall take immediate measure to prevent further erosion and restore the disturbed surface with topsoil at completion of the work.

All property along and adjacent to the CONTRACTOR's operations including lawns, yards, shrubs, trees, etc., shall be preserved or restored after completion of the work, to a condition equal to or better than existed prior to start of work.

Upon completion of the work as a whole and prior to final acceptance, the CONTRACTOR shall clean and remove from the site all surplus and discarded materials, temporary structures and all debris. He/She shall leave the site in a neat and orderly condition with an appearance satisfactory to the Engineer and OWNER. Method and location of disposal of surplus and waste materials shall be satisfactory to the Engineer.

The CONTRACTOR shall then thoroughly clean all equipment and materials installed by him/her and shall present for final inspection materials and equipment in a clean, bright and new condition.

No extra payment will be made for any of this type of work required on the project.

SP-45: RECORD DRAWINGS

The Contractor shall as part of this contract provide record drawings. These drawings shall illustrate how the project was constructed in the field. All modifications to the proposed design shall be drawn on a set of construction drawings. No special pay will be made for providing these documents. One set of construction plans will be supplied to the Contractor by the Engineer for use in preparing record drawing.

SP-46: OWNERSHIP OF DRAWINGS

All drawings, specifications and copies thereof furnished by the Engineer shall not be reused on other work, and, with the exception of the signed contract sets, are to be returned to him on request, at the completion of the work. All models are the property of the OWNER.

SP-47: ADEQUACY OF DESIGN

It is understood that the OWNER believes it has employed competent engineers and designers. It is, therefore, agreed that the Engineer shall be responsible for the adequacy of the design, sufficiency of the Contract Documents, the safety of the structure and the practicability of the operations of the completed project; provided the CONTRACTOR has complied with the requirements of the Contract Documents, all approved modifications thereof, and additions and alterations thereto approved in writing by the OWNER. The burden of proof of such compliance shall be upon the CONTRACTOR to show that he/she has complied with the requirements of the Contract Documents, approved modifications thereof and all approved additions and alternations thereto.

SP-48: CONNECTION TO EXISTING MAINS AND STRUCTURES

The Contractor shall determine the exact location, elevation, configuration and angulation of the existing water lines prior to manufacturing of any connecting pieces. Any differences in locations, elevation, configuration, and/or angulation of existing lines between the contract drawings and what may be encountered in the said work shall be considered as incidental to construction. Where it is required to shut down existing mains in order to make proposed connections, such down time shall be coordinated with the Owner, and all efforts shall be made to keep this down time to a minimum. In case of shutting down an existing main, the Contractor shall notify the OWNER, at least 48-hours prior to the required shut down time.

Payment for such work as connecting to existing facilities including all labor, tools, equipment, and material necessary to complete the work shall be included in the price of the appropriate BID ITEM.

SP-49 DESCRIPTION OF PAY ITEMS

The following descriptions of the pay items listed in the Proposal section shall be to either clarify the nature of the work or amend the General Provisions.

General Site/ROW Preparation

In addition to the description of work in NCTCOG Item 203, work under this pay item shall include the following:

As part of the Contractor's work related to this item, he shall prepare a video-taped survey of the existing conditions prior to commencing his construction activities. Each property along the proposed alignment shall contain video footage depicting all public and private improvements, structures and appurtenances along with a vocal identification of each address. One acceptable video copy shall be provided to the City.

The Contractor shall remove, store and reinstall City signs as required and/or noted in the plans. Contractor shall salvage signs and provide them to the City. Salvage of materials shall be subsidiary to this item.

All existing structures above ground or below ground requiring demolition and removal for construction of the proposed improvements, not specifically listed as a separate pay item, shall be included in this pay item.

It is the intent of the City to preserve and protect as many trees as possible. Trees shown in the Demolition Plan are to be removed and hauled off site. No burning is allowed within City limits. Contractor shall take precautions to preserve trees not identified for removal. No separate payment shall be made for clearing and grubbing.

Under this pay item mailboxes shall be removed, temporarily stored, and securely relocated in a final position that meets federal and local mail delivery requirements and in equal or better condition than original. Temporary mail delivery arrangements shall be made during the relocation process.

Removal of fences and providing and installing temporary fences required during construction, including removal after construction, shall be subsidiary to this pay item and shall be provided as noted in the plans.

The Contractor shall include any temporary drainage pipes or crossings required to complete construction of the project in this pay item. Contractor must maintain proper drainage during construction.

Remove or Abandon Existing Water Appurtenances

1. Removal of Existing Meter Box: Existing water meter box shall be removed and discarded, or salvaged if the City requests. Backfill material for the void meter box shall be suitable excavated material approved by the City. Surface restoration shall be compatible with existing surrounding surface and grade.
2. Removal of Existing Fire Hydrants: Existing fire hydrants shall be removed and discarded, or salvaged if the City requests. The void shall be backfilled and compacted in accordance with backfill method as specified in these documents.
3. Removal of Existing Gate Valve: Existing gate valve and valve box and lid shall be removed and discarded, or salvaged if the City requests. The void area caused by the valve removal shall be backfilled and compacted in accordance with backfill method as specified in these documents. Backfill material shall be suitable excavated material approved by the City. Surface restoration shall be compatible with existing surrounding surface

and grade. If the valve is in a concrete vault, the vault shall be demolished in place to a point no less than 18" below final grade.

4. Cutting and Plugging Existing Mains: Cutting and plugging existing mains and/or services shall be considered as incidental and all costs incurred will be considered to be included in the linear foot bid price of the pipe.
5. Removal of Existing Pipe: Where removal of the existing pipe is required, it shall be the Contractor's responsibility to properly dispose of all removed pipe.
6. Payment: Payment for all work and material involved in salvaging, abandoning and/or removing of existing facilities shall be included in the linear foot bid price of the pipe except for removal and abandonment of all water valves and fire hydrants.

6", 8" DR-18 C900 PVC Water Pipe

Water pipe shall be installed at the locations shown on the plans, in accordance with the plan details and the Technical Specifications. 8", 6" pipe shall conform to AWWA C900 DR-18. Pipe shall meet the requirements of NCTCOG Item 501.14 "Polyvinyl Chloride (PVC) Water Pipe". Pipe shall be installed in accordance with NCTCOG Item 506 and the details in the construction plans.

Measurement and payment shall be per NCTCOG Item 506.9 and shall include of the work and materials required for the excavation, embedment and backfill, furnishing and placing of 6", 8" C900 PVC water pipe at the lines and grades shown on the plans. The bid price shall also include all costs associated with the excavation of any rock encountered during the water line installation. The cost of, any blocking, and required joint restraint shall be considered subsidiary to the bid price.

Gate Valves and Boxes

This item consists of the work and materials required for furnishing and placing mechanical joint resilient seat gate valves and valve boxes at the locations and grades shown on the plans. All 4" to 12" gate valve shall be resilient seated wedge gate valves in accordance with AWWA standard C-509. Gate valves shall open counterclockwise.

Measurement for payment shall include work and materials required to set valve box rim elevations at finished grade and provide 2 ft. square concrete blocks as shown in the plans.

Fire Hydrant

This item consists of the work and materials required for excavation and backfill, joining, furnishing, and installing the fire hydrant, any fire hydrant extensions, blocking, drainage, and all incidental expenses required to install the fire hydrant

at the locations shown on the plans. Fire hydrants shall conform to AWWA standard specifications for fire hydrants for ordinary water works service. All hydrants shall be approved by the city. Fire hydrants shall open counterclockwise.

Mechanical Joint Ductile Iron Fittings

This item consists of the work and materials required for furnishing and placing mechanical joint AWWA cast iron ductile iron fittings at the locations and grades shown on the plans. Measurements for payment shall include the costs associated with placement of horizontal concrete blocking and polyethylene wrap on fittings as required by the plans and specifications.

Tapping Sleeve and Valve

This item consists of the work and materials required for furnishing and placing Tapping Sleeve and Valve at the locations shown on the plans. Measurements for payment shall include the costs associated with placement of horizontal concrete blocking and polyethylene wrap on fittings as required by the plans and specifications.

Water Services

This item consists of the work and materials required for excavation and backfill, casing, furnishing, and installing water services that are presently served by water lines that are to be abandoned and replaced under this project as shown on drawings. Water services may also be added to water lines that are to remain. Water services shall be installed typically from the proposed water line with tapping saddle to the Right-of-Way or, if necessary for location adjustments, to a maximum of 20' beyond the edge of street pavement. The existing meter shall be reused unless the City desires to furnish a replacement. The location of the meter may need to be adjusted as shown on the plans or as directed by the project inspector. Long water services shall be connections to the opposite side of a street from the water main. Short water services are to connections on the same side of a street as the water main or in easements.

Measurement for payment shall include all parts and material required by the water service connection detail to connect to existing water meters, casing, U-branches, angle stops, and existing service lines.

Where the contractor is directed to install bullhead services, the bullhead service shall include two meters (meters either existing or supplied by City) within a double meter box connected to the 1" service from the main by a "U" Branch, a 1" curb stop, and two $\frac{3}{4}$ " curb stops.

Where the contractor is directed to install casing by directional drill, it shall be provided as shown on the construction plans, in accordance with the requirements of the Technical Specification for directional drilling in Section V of the contract documents and per City standard details in the construction plans.

PVC casing pipe shall conform to AWWA C900 DR-18. Pipe shall meet the requirements of NCTCOG Item 501.14 "Polyvinyl Chloride (PVC) Water Pipe".

Water service on private property shall consist of connecting to existing water service, furnishing, and installing copper service line on private property, similar to work in the R.O.W., under the responsible supervision of a State of Texas licensed Master Plumber and meeting all State and Local requirements.

Temporary Water Line Service Connection

Temporary water service shall be provided as shown on the construction plans, in accordance with the requirements of the Technical Specification for Temporary Water Service provided in these contract documents.

Measurement and payment shall be per the lump sum price bid for Temporary Water Service. Payment shall include removal of existing meters and delivery of same to the City, all connections, valves, corporation stops, fittings, temporary water main, 1-inch service lines, cleaning and sterilizing lines, asphalt, barricades, all service connections, relocation of temporary services throughout the work period, removal of the temporary water service system once work is complete, and all other associated appurtenances required to provide a complete and operational temporary water service.

Temporary Water Line and Service Connections

This item consists of furnishing all labor and materials necessary for the installation and maintenance of a 2" minimum diameter temporary water line along the east side of Dallas Ave Road. This

item shall also include the temporary transfer of all existing water services to the temporary water line. A plan for the temporary water line and water service transfer shall be submitted to and approved by the City prior to construction.

Measurement and payment for this item shall be made on the basis of the price bid, payment shall include all materials, labor, equipment and other incidentals necessary to construct and maintain the temporary water line until the new water main is in service.

Water Meter Box

This item consists of the work required to relocate existing water meters, as necessary, supply and place new meter box, and reconnect to the existing water service line. The new location shall be as shown in the construction plans or as directed by the City Inspector. The City may elect to supply the contractor with a replacement meter during the relocation process at no extra pay. The box shall be placed flush to proposed grade.

Connect to Existing Water Main

This item shall include making pipe connections to the existing water system in locations other than where connection is by use of a tapping sleeve and valve.

The Contractor shall locate the existing water line, make the connection with a sleeve, if necessary, and provide other fittings, blocking, labor, and incidentals as required.

Measurement and payment shall be made on the basis of the price bid per each and shall be full compensation for all labor, materials, equipment, sleeves, fittings, cutting and plugging of pipe, and other incidentals deemed necessary to make the connection, complete in place.

Hydraulic Mulching

All disturbed non-paved areas shall be Hydromulched with Bermuda seed. All rocks larger than 1-inch shall be removed from top 2" of graded areas prior to application. Application shall be after fine grading and raking of application area. Payment shall include ground preparation and watering of hydromulched areas until seed germination. In areas where it is necessary to grade onto private property, the Contractor shall restore existing yards to the conditions that existed prior to construction.

Concrete Driveway Approach, Driveway Repair, Sidewalk, and Curb Ramp

All concrete for the repair of driveway approaches, driveway repair, sidewalks, and curb ramps shall be Class "A" concrete having a minimum of 5.0 sacks of cement per cubic yard and a minimum compressive strength of 3,000 psi at 28 days. The cost for furnishing and placing reinforcement shall be included in the contract unit prices bid for the various concrete structures. Reinforcement shall conform to the details shown on the plans.

All existing asphalt and concrete driveways shall be sawcut, full depth, at the location shown on the plans or as directed by the City in the field. Dowels shall be drilled and placed, as specified, at the sawcut line of concrete driveways and an expansion joint shall be placed at the end of the driveway approach.

Asphalt driveways shall be constructed with a minimum 6" thickness.

Measurement for payment shall include the work and materials for excavation and backfill required for concrete driveway approach, driveway repair, curb ramp, and sidewalk construction.

HMAC Pavement Repair:

Existing asphalt pavement and driveways disturbed by construction of the water and service lines shall be repaired in accordance with the details shown in the plans. Hot mix asphaltic concrete pavement shall meet the requirements of NCTCOG Specification Item 302.

Measurement and payment for this item shall be made on the basis of the linear feet of asphalt pavement repair required. Payment shall be full compensation for all labor, materials, equipment, tools and other incidentals necessary to complete

the street repair, including, removal and disposal of existing pavement and excavated materials. No extra payment will be made for repair widths greater than the width shown on the details. In the case of valve abandonment, water line abandonment or any other required pavement repair which is not over newly installed pipe, asphalt pavement repair is considered subsidiary to the cost of the applicable pay item and no additional payment will be allowed.

Water Main Lowering:

Where, due to buried crossing pipes, conduits or cables, the depth of the proposed water line must be increased by the use of bends and fittings, the Contractor shall construct water main lowering in accordance with the detail shown in the plans.

Measurement and payment shall be made on the basis of the unit price bid per each, for providing and installing the required bends, concrete blocking, ductile iron pipe, joint restraint, concrete encasement, excavation, backfill and compaction. All labor, materials and equipment necessary to construct a water line lowering shall be paid in addition to the payment for typical water line construction.

Trench Safety

- I. General: This specification covers the trench safety requirements for all trench excavations exceeding a depth of five (5) feet in order to protect workers from cave-ins. The requirements of this item govern all trenches for mains, manholes, vaults, service lines, and all other appurtenances.
- II. Standards: The latest version of the U.S. Department of Labor, Occupational Safety and Health Administration Standards, 29 CFR Part 1926, Subpart P-Excavations, are hereby made a part of this specification and shall be the minimum governing requirements for trench safety.
- III. Definitions:
 - a) Trenches: A trench is referred to as a narrow excavation made below the surface of the ground in which the depth is greater than the width, where the width measured at the bottom is not greater than fifteen (15) feet.
 - b) Benching system: Benching means excavating the sides of a trench to form one or a series of horizontal levels or steps, usually with vertical or near-vertical surfaces between levels.
 - c) Sloping System: Sloping means excavating to form sides of a trench that are inclined away from the excavation.
 - d) Shield System: Shields used in trenches are generally referred to as "trench boxes" or "trench shields." Shield means a structure that is able to

withstand the forces imposed on it by a cave-in and protect workers within the structure. Shields can be permanent structures or can be designed to be portable and move along as the work progresses. Shields can be either pre-manufactured or job-built in accordance with OSHA standards.

- e) **Shoring System:** Shoring means a structure such as a metal hydraulic, mechanical or timber system that supports the sides of a trench and which is designed to prevent cave-ins. Shoring systems are generally comprised of cross braces, vertical rails (uprights), horizontal rails (wales) and/or sheeting.
- IV. **Measurement:** Trench depth is the vertical measurement from the top of the existing ground to the bottom of the pipe or structures. The quantity of trench safety systems shall be based on the linear foot amount of trench depth greater than five (5) feet.
- V. **Payment:** Payment shall be full compensation for safety system design, labor, tools, materials, equipment and incidentals necessary for the installation and removal of trench safety systems.

Remove & Reinstall Existing Brick on Side Walk

Existing brick pavement shall be removed by hand and reinstalled after utility construction is complete. Contractor shall be responsible for any damage to the brick during the removal, utility construction, and reinstallation process.

Measurement and payment for removal & reinstallation of existing brick side walk shall be made on the basis of the price bid per square foot, complete in place. The price shall be full compensation for removing existing brick, storage during construction, reinstallation and furnishing all materials, labor, tools, equipment, water and incidentals necessary to complete the work.

Stamped Concrete

Stamped concrete shall be constructed per the plans and related details matching the existing pattern and color,

Measurement and payment for construction the stamped concrete shall be made on the basis of the price bid per square yard, complete in place. The price shall be full compensation for furnishing all materials, labor, tools, equipment, water and incidentals necessary to complete the work.

Solid Block Sodding

This item shall finish the ground surface behind the back of curb to the limits of all disturbed areas. Sod shall be placed at locations specified by the construction plans or as directed by City Of Lancaster and in accordance with the NCTCOG Item 202.5 "Sodding". Contractor shall remove all roots, debris, and rocks larger than 1½". Grades shall be uniform, with even cross sections to prevent ponding or uneven grades. Contractor shall be responsible for watering areas of solid

block sodding, and rolling the sod to maximize ground contact and appearance. Subsequent watering shall continue until firm rooting of the sod to the ground has occurred as defined by City Inspector.

Measurement and payment shall be at the bid unit price per square yard of solid block sodding placed. The price shall be full compensation for furnishing all materials, labor, tools, equipment, water and incidentals necessary to complete the work.

Thermo Plastic Pavement Markings:

All pavement striping, markings and reflectors shall be provided and constructed per TxDOT Item 666, TxDOT spec DMS-8220, and detail PM (1)-12 and shall be installed in the locations noted in the plans. Roadway signs including steel posts and concrete footing construction shall meet the requirements of the current edition of the Manual of Uniform Traffic Control Devices (MUTCD).

Measurement and payment shall be made on the basis of the linear foot price bid for cross walk, stop bar, center striping, shoulder striping, left turn lane striping and markers, complete, in place. The price bid shall be full compensation for all materials, tools, labor, equipment and any incidental necessary to complete the work in compliance with the plans and specifications. Surface preparation shall be considered incidental to this pay item.

Scour Stop Erosion Mat w/Sod

Scour Stop Erosion Mat w/Sod shall be placed at locations specified by the construction plans or as directed by City Of Lancaster and in accordance with the technical specifications the "Scour Stop Erosion Mat w/Sod" this set of documents.

Measurement and payment shall be at the bid unit price per square foot of Scour Stop Erosion Mat w/Sod. The price shall be full compensation for furnishing all materials, labor, tools, equipment, water and incidentals necessary to complete the work.

Traffic Control

Traffic control is the responsibility of the Contractor. Contractor shall provide appropriate traffic control facilities and measures for the project. The placement and location of traffic control and safety devices shall be in accordance with the requirements of the latest edition of the Texas Manual on Uniform Traffic Control Devices. If necessary, the Contractor shall engage a traffic engineer to develop a plan that accommodates the Contractor's means and methods. The traffic control for Dallas Ave (State 342), shall follow all requirements of the TxDOT utility permit and any other TxDOT requirements.

Included in this pay item will be all traffic control requirements including but not limited to barricades, advance warning signs, notifications to property owners, flaggers, any temporary asphalt roads or detours necessary, or other

requirements to provide the continued movement of traffic and safety of the traveling public during all stages of construction. A certified traffic control plan prepared by a State certified traffic control specialist shall be provided to the Engineer prior to construction for any road closures, detours or temporary road routing. No roads shall be closed unless approved by the City of Lancaster and TxDOT. Two way traffic shall be restored after work hours at the end of each day.

Miscellaneous Allowance

This item is provided under major categories of work (i.e., paving, drainage, and utilities) to cover the cost of miscellaneous work at all locations within this contract as ordered by the Owner but not included in any other Proposal Item. Owner reserves the right to delete any, or all, of this item from the Contract if it is not needed. This item will only be used in cases where the Owner specifically directs the contractor to perform extra work with set limits.

Contractor shall furnish all invoices and other documentation required for determining actual field cost of miscellaneous work covered under this item. Payment shall be made at cost plus 10% per the standard specifications.

SP-50: NON-PAY ITEMS

No direct or additional payment will be made for the following non-pay items or any other item of work required for the completion of this project but which is not specifically itemized in the bid proposal. These items will be considered subsidiary to the contract, the cost of which shall be included in the unit price for the various construction pay items in the proposal.

NON-PAY ITEM: FRANCHISE UTILITY COORDINATION

The Contractor shall coordinate all work with the required franchise utilities within this area including, but not limited to City of Lancaster, Atmos Energy for gas line services and mains, Oncor for the electric, AT&T/Time Warner Cable for the communication lines. It is the Contractor's responsibility to identify all underground utilities prior to construction on the project and coordinate the progress of construction with the noted franchise utilities. No additional compensation or additional time extensions shall be due the Contractor for failure to coordinate with the utility companies. The plans identify the contacts that are to be made with all franchise utility companies. Plans have been provided in advance to the utility companies for review.

NON-PAY ITEM: PUBLIC NOTIFICATIONS

Prior to beginning construction that will affect access to any residence or business or disrupt water service, the contractor shall prepare and deliver a notice or flyer of the pending construction to the front door of each residence or business that will be impacted. Notice will be provided for disruption of any water service, removal of any driveway, or temporary road shutdowns or detours. The

notice will be coordinated with the City Inspector and shall be prepared as follows:

The flyer shall be prepared on the Contractor's letterhead and shall include the following information: Name of Project, Scope of Project (i.e. type of construction activity), actual construction duration, the name of the contractor's foreman and his phone number, the name of the City's inspector and his phone number and the City's after-hours phone number.

The contractor shall submit a schedule showing the construction start and finish time to the inspector. The contractor shall distribute the flyer to all residents a min of 48 hours prior to construction. Contractor shall describe the disruption and the approximate duration of interruption. In addition, a copy of all flyers shall be delivered to the City Inspector for his review prior to being distributed. The contractor will not be allowed to begin construction until the flyer is delivered to all affected residents.

All work involved with the pre-construction notification flyers shall be considered subsidiary to the contract price and no additional compensation shall be made.

NON-PAY ITEM: TESTING OF ASPHALT

All testing of asphalt required to comply with the NCTCOG specifications for this project shall be ordered by the City's field representative, and shall be paid for by the City. Any retests required due to failing test results shall be paid for by the Contractor.

NON-PAY ITEM: TESTING OF CONCRETE

All testing of concrete required to comply with the NCTCOG specifications for this project shall be ordered by the City's field representative, and shall be paid for by the City. Any retests required due to failing test results shall be paid for by the Contractor.

NON-PAY ITEM: TESTING OF WATER PIPE

All water lines installed under this contract shall be tested in accordance with NCTCOG Specifications. This work shall be considered subsidiary to the respective bid items per linear foot of pipeline. TV Inspection of all lines will be provided by the Contractor and included in respective pipe pay item.

NON-PAY ITEM: ACCESS TO PRIVATE PROPERTIES

The Contractor shall maintain access to private properties and driveways at all times unless pre-approved by the City Engineer or his designated representative for unavoidable construction activities. This work necessary to maintain access including moving trash cans to end of block etc. shall be considered subsidiary to the total contract price.

NON-PAY ITEM: SAW-CUT & REMOVE EXISTING PAVEMENT

All open trench construction within pavement, driveways, sidewalks, parking lots, flumes or along curb and gutter shall be per City standards and shall require sawcutting of the surface material to smooth straight lines. Any saw-cut required in the construction and/or removal of existing concrete, asphalt, curb and gutter, sidewalks, parking lots, driveways, valley gutters, flumes, etc. shall be subsidiary to the total contract price.

NON-PAY ITEM: SITE CLEANUP AND DISPOSAL/SALVAGE OF EXCESS MATERIAL

Clean-up of the site and disposal of excess material shall be considered incidental to, and part of the overall contract without separate payment. The Contractor shall notify the City Inspector of materials removed from the project so the City may be provided the opportunity to salvage the materials. Contractor shall deliver salvaged materials to locations as directed by the City of Lancaster and no separate payment shall be made for hauling and delivery of materials.

NON-PAY ITEM: CONSTRUCTION LAYOUT AND STAKING

The Engineer will provide, on the plans, horizontal control in the form of grid reference points and/or bearings and distances and vertical control in the form of benchmarks. From the controls provided in the plans, the Contractor shall be responsible for the complete layout of the work and for establishing lines and elevations as needed during construction. The Contractor shall furnish, at his own expense, labor (including the services of competent personnel), equipment (including accurate surveying instruments), stakes, templates, tools, and materials as may be required for laying out any and all parts of the work. This work shall be considered subsidiary to the total contract price.

NON-PAY ITEM: SPRINKLING FOR DUST CONTROL

The sprinkling of water on exposed grade prior to subgrade preparation to preparation to prevent dust in the construction area shall be in accordance with NCTCOG Item 203.8, "Sprinkling for Dust Control". This work shall be considered subsidiary to the bid item for Erosion Control.

SP-51: RESTORATION OF PROPERTY

All work related to property restoration shall be considered incidental to the project, unless specific items are listed as pay items in the Proposal.

SP-52 WEEKEND / AFTER-HOURS INSPECTIONS

In general, the Contractor shall not perform any work beyond the specified daily working times. If the Contractor, however, requests City approval for weekend (Saturday) or after-hours work, and receives approval for same, he shall be billed for overtime inspection at an hourly rate of \$47.00 and a minimum period of four (4) consecutive hours. No work will be performed or approved on Sundays.

General cleanup or any other type of work NOT requiring inspection may be performed at the Contractor's discretion, but he shall be required to receive City approval prior to the after-hours work. In general, all ground surfaces shall be restored to the same grades and conditions as existed immediately prior to beginning work.

END SPECIAL PROVISIONS

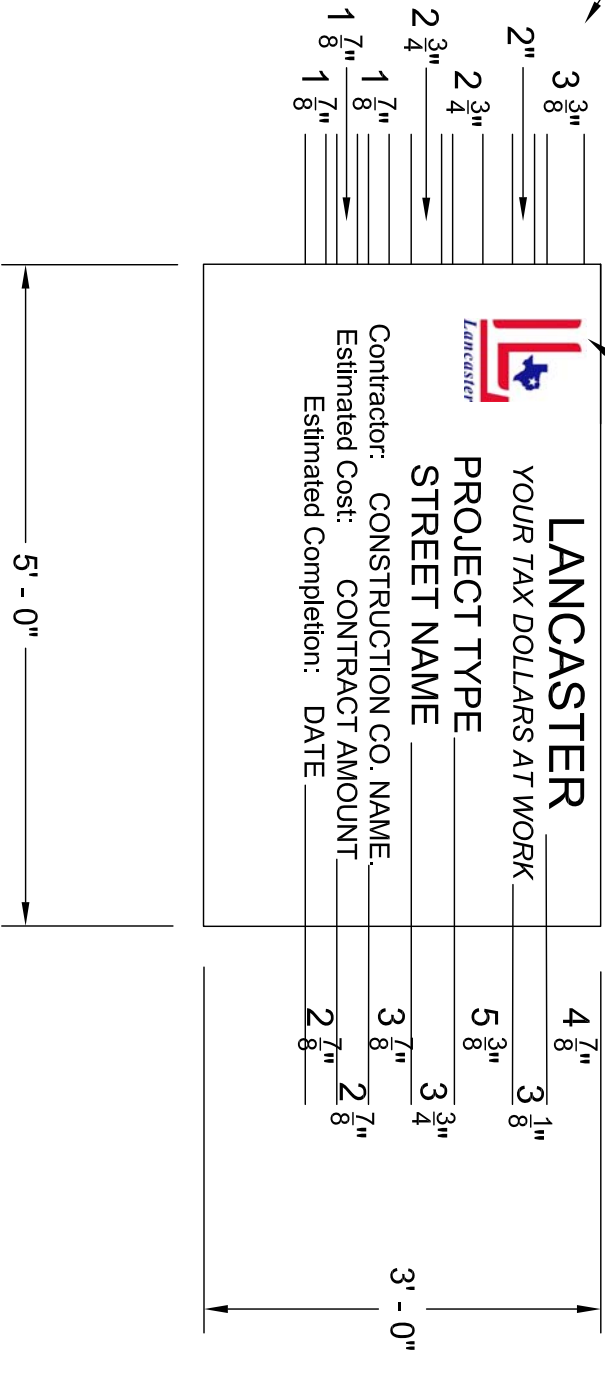
PROJECT NAME CONSTRUCTION SIGN

7.5" X 10.5" WHITE AREA
CITY OF LANCASTER
LOGO

5.0' X 3.0' SIGN, BLUE BACKGROUND
WITH WHITE LETTERS

HEIGHT OF LETTERS

DISTANCE BETWEEN
BOTTOM OF LETTERS



SECTION III

Exhibit H- TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS

For this contract, the Standard Specifications for Public Works Construction (Part II and Part III), North Central Texas adopted by the North Central Texas Council of Governments (NCTCOG), Fourth Edition (2002), with all amendments thereto, shall govern and shall constitute as the Technical Specifications except as herein amended or modified. Omission of any section from this Project's Contract Documents does not mean that such section is not applicable to this Project. The NCTCOG Technical Specifications will not be physically bound with the other contract documents. Copies may be obtained from the North Central Texas Council of Governments. Certain work items, as referenced in the Proposal or Special Specifications, shall be constructed in accordance with the Texas Department of Transportation "Standard Specifications for Construction of Highways, Streets and Bridges, 1993".

Item 203 SITE PREPARATION

203.3. General Site Preparation

203.3.1. Description

This section is supplemented by the following:

This item governs the preparation of the right-of-way and those areas adjacent to or offsite as may be designated on the plans for construction operations. The work under this pay item shall cover all items not specifically identified for separate pay to be removed, relocated or abandoned. The contractor shall not remove any trees or landscaping unless they are designated on the plans for removal. All public signage shall be removed, stored at an approved location or maintained in place during construction as required by the City. Maintenance/relocation of all pole-type mailboxes (excluding brick mailboxes) shall be considered part of this item."

203.3.2. Construction Methods

This section is supplemented by the following:

"Any existing pavement, walk, driveway, or curbs to remain in place shall be sawcut to even, straight lines as shown on the plans or as established by the Engineer per NCTCOG Item 402.2. Sawing. Any existing improvement shown to remain, which is damaged or destroyed by these operations shall be replaced at the Contractor's expense. Once concrete improvements are removed, exposed surfaces shall be roughened to allow adequate bonding of new concrete. Epoxy grout #4 dowels 9" into the end of existing concrete at 1'-6" center to center. This operation shall be inspected and approved by the field inspector or the Engineer."

203.3.3. Measurement and Payment
Delete the following sentence:

"Measurement for payment shall be made only on areas indicated and classified on the plans as "General Site Preparation"."

This section is modified by the following:

"Payment for "Preparing Right-of-Way" shall include removal and disposal of obstructions from all right-of-way and designated easements that are to be utilized for the construction of improvements in this project. Removal items for which there are bid items shall be paid for at the price bid per unit."

203.5.6 Open Cut Construction Methods
This section is supplemented by the following:

"Before leaving work for the night, during a storm, or at other times, care must be taken to securely close and protect the unfinished end of the pipe. Any earth or other materials that may find entrance into the pipe through any such open or unplugged end of the pipe shall be removed at the Contractor's expense.

All excavation shall be to the line and grade as staked by the Contractor."

Item 302 ASPHALT PAVEMENT

302.10. Measurement and Payment
This section is modified by the following:

"Where 6" HMAC Transition Pavement is called for in the plans, measurement shall be by the square yard of pavement in place. Payment under this item shall be full compensation for 2" Type D Surface Course, 4" Type B Base Course, Prime Coat, Tack Coat, Sawcuts, and Joint Sealing."

HMAC Base Course and Surface Course

Pavement Thickness Test. Upon completion of the work and before final acceptance and final payment shall be made, pavement thickness tests shall be made by the Owner. The number of tests and location shall be at the discretion of the Owner, unless otherwise specified in the Special Provisions or on the plans. In the event a deficiency in the thickness of pavement is revealed during normal testing operations, subsequent tests necessary to isolate the deficiency shall be at the Contractor's expense.

Where the average thickness of pavement in the area is found to be deficient in thickness by more than 0.2 inch (5 mm), but not more than 0.50 inch (12.5 mm), payment shall be made at an adjusted price as specified in the following table:

HMAC PAVEMENT DEFICIENCY

Deficiency in Thickness Determined by Cores		Proportional Part of Contract Price Allowed
(Inches)	(mm)	
0.00 to 0.20	(0.0 - 5.0)	100 percent
0.21 to 0.30	(5.1 - 7.5)	80 percent
0.31 to 0.40	(7.6 - 10.0)	70 percent
0.41 to 0.50	(10.1 - 12.5)	60 percent

Any area of pavement found in thickness by more than 0.5 of an inch (12.5 mm) but not more than .75" (19 mm) or 1/10 of the plan thickness, whichever is greater, shall be evaluated by the Owner. If, in the judgment of the Owner, the area of such deficiency warrants removal, the area shall be removed and replaced, at the Contractor's entire expense, with pavement of the thickness shown on the plans. Any area of pavement found deficient in thickness by more than .75" (19 mm) or more than 1/10 of the plan thickness, whichever is greater, shall be removed and replaced, at the Contractor's entire expense.

No additional payment over the contract unit price shall be made for any pavement of a thickness exceeding that required by the plans.

Item 303 PORTLAND CEMENT CONCRETE PAVEMENT

This section is supplemented by the following:

- 303.2.4. Mineral Admixtures
Fly ash may be used in the concrete mixture. The maximum cement reduction shall not exceed 25% by weight per cubic yard of concrete.
- 303.3.4.2. Standard Classes
All concrete and concrete ingredients shall conform, as a minimum, to the requirements for Class "C", 3600 psi concrete (6 sacks of cement per cubic yard minimum).
- 303.4.8. Curing

Immediately after finishing operations have been completed, the concrete shall be cured with either water or a curing compound. Water curing may be done with mats or other methods that would insure the concrete is kept wet for a minimum of 72 hours. The curing method of concrete, whether by water curing or curing compound shall be approved by the Engineer."

303.5.4.7. Joint Sealing

The joint between any newly placed concrete pavement and existing pavement shall be filled with an elastomeric joint sealer approved by the Engineer.

303.5.4.21. Joint Filler

If there are any expansion joints, redwood (not fiber) shall be used in this item.

Item 305 MISCELLANEOUS ROADWAY CONSTRUCTION

305.1. Concrete Curb and Gutter

305.1.1. Description

This section is supplemented by the following:

"All concrete used under this Item shall be Class "A", 3000 psi (5 sacks of cement per cubic yard minimum)."

305.1.3.4. Expansion Joints

This section is supplemented by the following:

"Redwood shall be used as expansion joint filler."

305.2 Concrete Sidewalks, Driveway Approaches, and Barrier Free Ramps

305.2.1. Description

This section is supplemented by the following:

"The concrete furnished this item shall be Class "A", 3000 psi concrete (5 sacks of cement per cubic yard minimum)."

305.2.3.1. Construction Methods

This section is supplemented by the following:

"In some cases, as indicated in the Construction Plans, it will be necessary to replace the existing driveway beyond the concrete approach. The driveways beyond the approach shall be replaced with the same material as the existing driveways.

All cuts into existing asphalt and concrete driveways shall be neat, straight and true; i.e., in a professional workmanship like manner and comply with the requirements of Item 402.2 SAWING.

An expansion joint shall be provided between the newly constructed driveway and any existing concrete driveway.”

305.2.4. Measurement and Payment

This section is modified by the following:

“Measurement of driveway approaches shall start from the back of curb and shall include the areas of the curb radii.

Payment for driveway replacement beyond the approach, if other than concrete, shall be paid for under the price bid for Asphalt Driveway Replacement or Gravel Pavement Replacement.”

Item 402 PAVEMENT CUT, EXCAVATION, AND REPAIR

402.3.10. Payment for Pavement Replacement

This section shall be modified by the following:

“Permanent pavement repair shall be paid for at the contract unit price per linear foot.

Temporary pavement repair as detailed in the plans shall be measured and paid by the linear foot.”

Item 501 UNDERGROUND CONDUIT MATERIALS

This section is modified by the following:

501.7.4 Fittings

On each end of all ductile iron fittings, one zinc nut is to be used to improve corrosion resistance.

Item 502 APPURTENANCES

502.6. Valves

502.6.1.1. General Description

This section is changed as follows:

“Gate valves shall be iron body, double disc, parallel seat, brass or bronze mounted throughout, and shall have brass or bronze stems. No bronze body valves whatsoever will be permitted. Valves shall

have a non-rising stem and shall open by turning counterclockwise. All valves shall be equipped with a 2-inch square wrench nut for operations unless otherwise specified. Valves shall be designed for a minimum working pressure of 150 psi and shall comply in all respects with the latest applicable AWWA specifications.”

Item 504 OPEN CUT-BACKFILL

504.2.2.1. Crushed Stone Embedment

This section is changed as follows:

“All stone used for pipe embedment shall be Standard Crushed Rock-Aggregate, Grade 4, unless otherwise approved in writing.”

504.2.3.4. Flowable Backfill

This section is changed as follows:

“Flowable fill shall contain a minimum of two (2) sacks of cement per cubic yard. No separate payment will be made for flowable fill.”

Item 702 CONCRETE STRUCTURES

This section is supplemented by the following:

702.2.4.2. Standard Classes

All concrete structures on this project shall be 3000 psi Class A concrete using material as approved in Item 303.

702.6.6. Measurement and Payment

This section is modified by the following:

“Payment shall be paid for at the unit price bid per cubic yard for pneumatically placed concrete (gunite).”

TECHNICAL SPECIFICATIONS FOR HORIZONTAL DIRECTIONAL DRILLING OF WATER PIPE

PART 1: GENERAL

1.1 Scope of Work

Furnish all labor, materials, tools, and equipment required to install a new water main using the directional drilling method to the sizes and limits as shown on the plans, and as specified by these technical specifications herein. Work includes, but not limited to, proper installation, testing, restoration of underground utilities and environmental protection and restoration.

The directional drilling method involves first drilling a pilot hole as shown on the approved pilot bore plan, and then enlarging the pilot hole no larger than 1.5 times the outer diameter of the pull-in pipe, pipe joint or coupling and pull back the pipe through the enlarged hole.

1.2 Pipe Description

Unless otherwise specified in the plans and/or specifications, one of the following pipes can be considered for horizontal directional drilling contingent upon approval by the Owner:

- Ductile iron pipe for horizontal directional drilling as manufactured by American Cast Iron Pipe Company.
- Fusible Polyvinylchloride (PVC) Water Pipe as manufactured by Underground Solutions, Inc.
- Cetra-Lok Restrained Joint Polyvinylchloride (PVC) Water Pipe as manufactured by North American Specialty Product.

The pipe to be used must be certified for use as a pressure-rated water delivery system and fire protection piping applications conforming to all standards and procedures, and meeting all testing and material properties as described in applicable pipe specifications.

1.3 Related Works

- Technical Specification for Fusible Polyvinylchloride (PVC) Water Pipe.
- Technical Specification for Restrained Joint Polyvinylchloride (PVC) Water Pipe.

PART 2 QUALITY ASSURANCE

2.1 References

1. The Standard Specifications for Public Works Construction, North Central Texas adopted by the North Central Texas Council of Governments (NCTCOG), Fourth Edition (2002).
2. SP, Special Provision Set of the Contract Documents.
3. Technical Specs, Technical Specification Set of the Contract Documents.

2.2 Qualification Requirements

All directional drilling operations shall be performed by a qualified directional drilling company who has at least three (3) years experience involving work of a similar nature.

- Schedule all work through the Owner. Notify the Owner a minimum of ten (10) working days in advance of the start of work.
- Perform all work in the presence of the Owner, or his representative.
- All applicable permits and applications must be in place prior to start of work.

2.3 Warranty

- A two-year warranty for the pipe shall be included from the Contractor, and shall cover the cost of replacement pipe and freight to project site, should the pipe have any defects in material or workmanship.
- In addition to the standard pipe warranty, the fusing contractor shall provide in writing a warranty for a period of two years for all the fusion joints, including formation, installation, and pressure testing, if applicable.
- Unless otherwise specified, the warranty periods shall begin after the Certificate of Acceptance is issued for the Contract.

2.4 Submittals

2.4.1 Contractor's Experience Record:

Furnish document(s) supporting the directional drilling Contractor's qualifications and experience.

2.4.2 Material:

Submit all applicable pre and post-construction pipe submittals as per applicable technical specifications of the pipe to be used for this project.

2.4.3 Work Plan:

Prior to beginning work, submit a work plan detailing the procedure and schedule to be used to execute the project. The Work plan is to include a description of all equipment to be used, down-hole tools, a list of personnel and their qualification and experience (including backup personnel in the event that an individual is unavailable), list of subcontractors, a schedule of work activity, a safety plan (including MSDS of any potentially hazardous substances to be used), an environmental protection plan, and contingency plans for possible problems. Work plan should be comprehensive, realistic and based on actual working conditions for this particular project. The plan should document the thoughtful planning required to successfully complete the project.

2.4.4 Bore Plan:

Prior to beginning work, submit a signed and sealed, scaled drawing of the pilot bore plan for review and approval (Max. Vertical Scale 1" = 2' and Max. Horizontal Scale 1" = 20'). Show finished grade, deflection and radiuses of the pilot bore, all existing utilities with minimum vertical and horizontal clearances. Address the location of the drill rig setups and for multiple bores, the lengths of each bore based on soil condition, equipment used, topography, etc. The proposed vertical and horizontal clearances between the bored pipe and any existing/proposed conflicting pipes, conduits or obstructions can not exceed the guidance system accuracy tolerance by a minimum of 100%.

2.4.3 Equipment:

Submit specifications on directional drilling equipment to be used to ensure that the equipment will be adequate to complete the project. Equipment list is to include but not be limited to: drilling rig, mud system, mud motors (if applicable), down-hole tools, guidance system, and rig safety systems. Include calibration records for guidance equipment. Submit any specifications for any drilling fluid additives that might be used.

PART 3 PRODUCTS

3.1 Pipe

As specified in Section 1.2 of this specification.

3.2 Directional Drilling Equipment

3.2.1 General:

The directional drilling equipment is to consist of a directional drilling rig of sufficient capacity to perform the bore and pull back the pipe, a drilling, fluid mixing, delivery and recovery system of sufficient capacity to successfully complete the installation, a drilling fluid recycling system to remove solids from the drilling fluid so that the fluid can be reused (if required), a Magnetic Guidance System (MGS) or "walkover" system to accurately guide boring operations, a vacuum truck of sufficient capacity to handle the drilling fluid volume, and trained and competent personnel to operate the system. All equipment must be in good, safe condition with sufficient supplies, materials and spare parts on hand to maintain the system in good working order for the duration of this project.

3.2.2 Drilling Rig:

The drilling shall consist of a hydraulically powered system to rotate and push hollow drilling pipe into the ground at a variable angle while delivering a pressurized fluid mixture to a guidable drill (bore) head. Anchor the machine to the ground sufficiently to withstand the pulling, pushing and rotating pressure required to complete the installation. The hydraulic power system must be self-contained with sufficient pressure and volume to power drilling operations. Hydraulic system must be free of leaks. The rig is to have a system to monitor and record maximum pullback pressure during pull-back operations. A system to detect electrical current from the drill string must be in place with an audible alarm that automatically sounds when an electrical current is detected.

3.2.3 Drill Head:

The drill head shall be steerable by changing its rotation with the necessary cutting surfaces and drilling fluid jets.

3.2.4 Mud Motors (if required):

The mud motor shall have adequate power to turn the required drilling tools.

3.2.5 Drill Pipe:

The drill pipe shall be constructed of high quality 4130 seamless tubing, grade D or better, with threaded box and pins. Tools joints should be hardened to 32-36 RC.

3.3 Guidance System

3.3.1 General:

Use an electronic "walkover" tracking system or a Magnetic Guidance System (MGS) probe or proven (non-experimental) gyroscopic probe and interface for a continuous and accurate determination of the location of the drill head during the drilling operation. The guidance system must be capable of tracking at all depths up to fifty feet and in any soil condition, including hard rock. It should enable the driller to guide the drill head by providing immediate information on the tool face, azimuth (horizontal direction), and inclination (vertical direction). The guidance system has to be accurate and calibrated to manufacturer's specifications of the vertical depth of the borehole at sensing position at depths up to fifty feet and accurate to 2-feet horizontally.

3.3.2. Components:

Supply all components and materials to install, operate, and maintain the guidance system.

3.3.3 Operation:

Set up and operate the Magnetic Guidance System (MGS) with personnel trained and experienced with the system. Be aware of any geo-magnetic anomalies and consider such influences in the operation of the guidance system.

3.4 Drilling Fluid (Mud) System

3.4.1 Mixing System:

A self-contained, closed, drilling fluid mixing system of sufficient size to mix and deliver drilling fluid composed of bentonite clay, potable water, and appropriate additives. The mixing system must be able to molecularly shear individual bentonite particles from the dry powder to avoid clumping and ensure thorough mixing. The drilling fluid reservoir tank must be a minimum of 1,000 gallons. Agitate the drilling fluid during drilling operations.

3.4.2 Drilling Fluids:

Use drilling fluid composed of potable water and bentonite clay. Supply water from an authorized source with a pH of 8.5-10. Treat any water of a lower pH or with excessive calcium with the appropriate amount of sodium carbonate or equal. No additional material may be used in drilling fluid without prior approval from the Owner. The bentonite mixture used must have the

minimum viscosities as measured by a March funnel:

Rocky Clay	60 seconds
Hard Clay	40 seconds
Soft Clay	45 seconds
Sandy Clay	90 seconds
Stable Sand	80 seconds
Loose Sand	110 seconds
Wet Sand	110 seconds

These viscosities may be varied to best fit the soil conditions encountered, or as determined by the operator. No additional fluid shall be used without prior approval from the Owner.

3.4.3 Delivery System:

Fluid pumping system with a minimum capacity of 35-500 GPM and capable of delivering drilling fluid at a constant minimum pressure of 1200 psi. Employ filters on the delivery system in-line to prevent solids from being pumped into drill pipe. Contain all used drilling fluid and drilling fluid spilled during operations convey to the drilling fluid recycling system or remove by vacuum trucks or other methods acceptable to the Owner. Maintain a berm, minimum of 12-inches high, around drill rigs drilling fluid mixing system, entry and exit pits and drilling fluid recycling system to prevent spills into the surrounding environment. Furnish pumping equipment and/or vacuum truck(s) of sufficient size to convey drilling fluid from containment areas, to storage and recycling facilities or disposal.

3.5 **Other Equipment**

3.5.1 Pipe Rollers:

Use pipe rollers for pipe assembly during final product pull back.

3.5.2 Restrictions:

Do not use other devices or utility placement systems for providing horizontal thrust other than those previously defined in the preceding sections unless approved by the Owner prior to commencement of the work. Consideration for approval will be made on an individual basis for each specified location. The proposed device or system will be evaluated by the Owner without undue delay and maintain line and grade within the tolerances prescribed by the particular conditions of the project.

PART 4 EXECUTION

4.1 General

- Notify the Owner a minimum of ten (10) working days in advance of starting work. All necessary permits and approvals must be in place prior to commencement of work. Do not begin the directional drilling until the Owner is present at the job site and agrees that proper preparations for the operation have been made. The Owner's approval for beginning the installation does not in any way relieve the Contractor of the ultimate responsibility for the satisfactory completion of the work as authorized under the Contract.
- All equipment used on the Owner's property and right-of-ways may be inspected by the Owner or his representatives and removed if considered unsatisfactory.

4.2 Directional Drilling Operation

- Provide all material, equipment, and facilities required for directional drilling. Maintain proper alignment and elevation of the borehole throughout the directional drilling operation. The method used to complete the directional drill must conform to the requirements of all applicable permits.
- Survey the entire drill path with entry and exit stakes placed in the appropriate locations within the areas indicated on drawings. If using a magnetic guidance system, survey drill path for any surface geo-magnetic variations or anomalies. In addition, open cut, "pothole" or "daylight" areas along the proposed alignment at 200 foot intervals before and during the drilling operation to make sure proper alignment and grade are maintained. It may become necessary, if so determined by the Owner, to open excavate, "pothole" or "daylight" other areas to determine location of existing facilities and utilities. Costs of open cutting, "potholing" or "daylighting" for the purposes of determining proper alignment and grade are considered incidental to the base bid item (No Separate Pay Item).
- Place a silt fence between all drilling operations and any drainage, well-fields, wetland, waterway or other area designated for such protection if required by documents, state, federal, and local regulations. Put in place any additional environmental protection necessary to contain any hydraulic or drilling fluid spills, including berms, liners, turbidity curtains, and other measures.
- Record readings after advancement of each successive drill pipe (no more than 10'), and plot on a scaled drawing of 1" = 2' vertical and 1" = 20'

horizontal. Make all recorded readings and plan and profile information available at all times. At no time can the deflection radius of the drill pipe exceed the deflection limits of the carrier pipe as specified herein.

- Submit a complete list of all drilling fluid additives and mixtures to be used in the directional operation, along with their respective Material Safety Data Sheets. Contain all drilling fluids and loose cuttings in pits or holding tanks for recycling or disposal, no fluids should be allowed to enter any unapproved areas or natural waterways. Dispose of all the drilling mud and cuttings after job completion at an approved dumpsite.
- Drill the pilot hole on the bore path with no deviations greater than 5% of depth over the length of the bore unless previously agreed to by the Owner. In the event that pilot does deviate from the bore path more than 5% of depth over the length of the bore, the pilot must be pulled back and re-drilled from the location along bore path before the deviation. In the event of a drilling fluid fracture, inadvertent returns, or returns loss during pilot hole drilling operations, stop drilling, wait at least 30 minutes, inject a quantity of drilling fluid with a viscosity exceeding 120 seconds as measured by a Marsh funnel and wait another 30 minutes. If mud fracture or returns loss continues, notify the Owner.
- Upon completion of pilot hole phase of the operation, submit a complete set of "as-built" records. Include in these records copies of the pilot bore path plan and profile record drawing, as well as directional survey reports as recorded during the drilling operation.
- Upon approval of the pilot hole location, begin the hole opening or enlarging phase. Increase the bore hole diameter to accommodate the pullback operation of the required size of carrier pipe. The type of hole opener or back reamer to be utilized in this phase is to be determined by the types of subsurface soil conditions that have been encountered during the pilot hole drilling operation. Select the proper reamer type with the final hole opening being a maximum of 1.5 times the largest outside diameter pipe system component to be installed in the bore hole.
- Stabilize the open bore hole by means of bentonite drilling slurry pumped through the inside diameter of the drill rod and through openings in the reamer. The drilling slurry must be in a homogenous/ flowable state serving as an agent to carry the loose cuttings to the surface through the annulus of the borehole. Calculate the volume of bentonite mud required for each pullback based on soil conditions, largest diameter of the pipe system component, capacity of the bentonite mud pump, and the speed of pullback as recommended by the bentonite drilling fluid manufacturer. Contain the bentonite slurry at the exit or entry side of the directional bore

in pits or holding tanks. The slurry may be recycled at this time for reuse in the hole opening operation, or hauled off to an approved dumpsite for proper disposal.

- Fuse or join all pipe sections together according to manufacturer's specifications as applicable. The pipe must be free of any chips, scratches, or scrapes. All piping shall be installed with a continuous, insulated TW, THW, THWN, or HMWPE insulated copper, 8 gauge or thicker wire for pipeline location purposes by means of an electronic line tracer:
 - The wires must be installed along the entire length of the pipe.
 - The insulation color shall match the color of the pipe being installed.
 - Sections of wire shall be spliced together using approved splice caps and waterproof seals. Twisting the wires together is not acceptable.

4.3 Handling Pipe

- Take care during transportation of the pipe such that it will not be cut, kinked or otherwise damaged.
- Use ropes, fabrics or rubber protected slings and straps when handling pipes. Do not use chains, cables or hooks inserted into the pipe ends. Use two slings spread apart for lifting each length of pipe. Do not drop pipe or fittings into rocky or unprepared ground.
- Store pipe on level ground, preferably turf or sand, free of sharp objects that could damage the pipe. Limit the stacking of the pipes to a height that will not cause excessive deformation of the bottom layers of pipes under anticipated temperature conditions. Where necessary due to ground conditions store the pipe on wooden sleepers, spaced suitably and of such width as not to allow deformation of the pipe at the point of contact with the sleeper or between supports.
- Handle assembled pipe in such a manner that the pipe is not damaged by dragging it over sharp and cutting objects. Position slings for handling at pipe joints. Remove sections of the pipes with cuts and gouges or excessive deformation and replace.

4.4 Personnel Requirements

- All personnel must be fully trained in their respective duties as part of the directional drilling crew and in safety.

- Supply references of previous projects using this type of installation process that this directional drilling crew has been involved.
- A competent and experienced supervisor of the Contractor must be present at all times during the actual drilling operations. A responsible representative who is thoroughly familiar with the equipment and type of work to be performed must be in direct charge and control of the operation at all times. In all cases, the supervisor must be continually present at the job site during the actual directional drilling operation. Furnish a sufficient number of competent workers on the job at all times to insure the directional drilling is made in a timely and satisfactory manner.
- Remove any personnel who are unqualified, incompetent or otherwise not suitable for the performance of this project from the job site and replace with suitable personnel.

4.5 Testing

- Clean and flush all equipment and the surrounding site after completion. Use only potable water for flushing and pressure testing.
- Test directional drilling pipe after pullback. The average pressure should be maintained at 150 psi for two hours. Arrange the test pump and water supply to allow accurate measurements of the water required to maintain the test pressure. Replace any material showing seepage or the slightest leakage as directed by the Owner at no additional expense to the Contract.
- Observe and adhere to the pipe manufacturer's or Owner's, (whichever is more stringent) recommendations on pipe stretch allowances, bending radius, tensile strength, allowable test leakage allowance, and magnitude and duration of test pressure.
- Test pipeline end to end.
- Connect all new service lines and test along with the newly installed main.
- Pressure testing the drilled pipe is not necessary if the pipe is intended to be used as a casing for a finished product pipe.

4.6 Site Restoration

Following drilling operations de-mobilize equipment and restore the work site to the original conditions or better. Backfill and compact all excavations according to these specifications.

4.7 Record Keeping

- Maintain a daily project log of drilling operations and a guidance system log with a copy available to the Owner at the completion of project.
- Record the guidance system data during the actual crossing operation. Furnish "as-built" plan and profile drawings based on these recordings showing the actual location horizontally and vertically of the installation, and all utility facilities found during the installation. Certify the guidance data to the capability of the guidance System.

PART 5: METHOD OF MEASUREMENT AND PAYMENT

Method of Measurement and Payment for the work included in this section will be in accordance with the payment schedule in the Bid Proposal.

END OF TECHNICAL SPECIFICATION

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COHESIVE SOILS

SCOURSTOP TRANSITION MAT APPLICATIONS

1. INTENDED AS AN BIOTECHNICAL REPLACEMENT FOR RIP-RAP. THIS IS AN ENGINEERED SYSTEM. UTILIZE PROPER DESIGN PRACTICES FOR LONG-TERM EFFECTIVE PERFORMANCE.
2. CAN BE PLACED ON DOWNSTREAM OUTLET SIDE OF CURB CUTS, OVERFLOW STRUCTURES, ENDS OF CONCRETE FLUMES OR PIPE FIXTURES; AS STREAM BANK AND SHORELINE PROTECTION.
3. SCOURSTOP STANDARD SIZE IS 4' X 4' X ½" SHEET WITH MULTIPLE VOIDS FOR VEGETATION GROWTH, PROVIDING SOIL PROTECTION FOR: 1) THE SUSCEPTIBLE, ERODIBLE AREA DIRECTLY BELOW OUTFALLS 2) ANY HIGHLY ERODIBLE AREA; 3) SHORELINE AND STREAMBANKS.
4. PRIMARY BENEFITS OVER RIP-RAP ARE: UTILIZATION OF VEGETATION, LOWER INSTALLATION COSTS, LOWER LONG TERM MAINTENANCE, AESTHETICALLY PLEASING, AND IMPROVED SAFETY.

PREFERRED INSTALLATION SPECIFICATIONS

1. READ AND UNDERSTAND INSTALLATION GUIDE.
2. FOR EACH INSTALLATION, COMPLETE INSTALLER'S CHECKLIST AND PROVIDE TO GENERAL CONTRACTOR FOR PAYMENT.
3. FOR VEGETATION, INSTALL APPROPRIATE SOIL UNDER THESE INSTALLATIONS TO IMPROVE THE GROWING ENVIRONMENT.
4. MINIMUM APPLICATION IS 4 FOOT LENGTH. UTILIZE DESIGNER CHECKLIST FOR PROPER DESIGN AND INSTALLATION MODE.
5. REMOVE AND REPLACE SATURATED SOILS FOR A SOLID BASE. USE SUB-SURFACE DRAIN FOR TRICKLE FLOWS.
6. CAN BE INSTALLED AS A BUTT JOINT, OR PERMANENTLY ATTACHED TO THE HARD SURFACE.
7. AVOID ERODIBLE IMPACT CONDITIONS AT SCOUR AREA.
8. ENSURE LOCATION HAS ADEQUATE SUNLIGHT FOR HEALTHY VEGETATION, OTHERWISE UTILIZE THE HP-TRM INSTALLATION.
9. SCOURSTOP SHALL NOT BE INSTALLED OVER BARE SOIL. OPTIONAL SOIL COVERS ARE SOD, TRM'S, AND GEOTEXTILES. SOIL COVERS MAY NEED TO EXTEND DOWNSTREAM OF SCOURSTOP INSTALLATION IN AREAS OF HIGHER VELOCITY OR SHEAR (CHECK WITH DESIGNER PRIOR TO INSTALLATION).
10. WHERE EXCESS CONCRETE FROM THE END SECTION FOOTINGS EXTENDS BEYOND THE END SECTION, INSERT A FILLER MATERIAL (LIKE A HIGH-PERFORMANCE TRM OR HEAVY GEOTEXTILE) BETWEEN THE TRANSITION MAT AND THE EXCESS CONCRETE SURFACE TO FILL THE AREA TOO SHALLOW (<4 INCHES) TO SUPPORT SOIL AND VEGETATION GROWTH.
11. CONSTRUCT DOWNSTREAM CHANNEL AT LEAST TWICE THE WIDTH OF THE OUTLET. CONSTRUCT WIDTH AS FLAT AND LEVEL AS POSSIBLE FOR PROPER DRAINAGE.
12. SOIL ANCHORS SHALL BE DRIVEN AT LEAST 18" DEEP, OR DEEPER AS NEEDED INTO FIRM SOIL. USE FLEXIBLE STRAPPING AND DOUBLE-LOCK WASHERS TO ATTACH THE TRANSITION MAT INSTALLATION INTO THE SOIL. FIRMLY PULL STRAP TO SNUG THE TRANSITION MAT DOWN AGAINST THE SOIL WITH THE WASHER AND ONE-WAY STOP. A 3-2-3 ANCHOR CONFIGURATION IS THE MINIMUM ANCHOR QUANTITY.
13. PER NPDES PHASE II, THE DOWNSTREAM CHANNEL (D.C.) MUST BE PROTECTED FOR ITS ENTIRE LENGTH. THIS D.C. IS PART OF THE TRANSITION MAT ENGINEERED SYSTEM. USE SOD TO PROTECT THE D.C. WHEN POSSIBLE. SEE DETAILS PAGE FOR PROPER INSTALLATION. TURF REINFORCEMENT MATS (TRM'S) ARE ACCEPTABLE. TRM'S HAVE LOW PERFORMANCE RATINGS WHEN UNVEGETATED - DESIGN APPROPRIATELY.
14. ON AREAS OF SLOPE TRANSITION, UTILIZE ANCHORS TO MAINTAIN SOIL CONTACT ACROSS ENTIRE MAT LENGTH. ANCHORS CAN BE USED TO PROVIDE UP TO 14" OF DEFLECTION AT CENTER OF MAT FROM ENDS.

15. TYPE "A" INSTALLATION INSTRUCTIONS

(DESIGN OUTLET VELOCITY < 21 FPS AND DOWNSTREAM SCOUR AREA FLATTER THAN 10%, OR 10:1)

SOD IS THE SOIL COVER PRACTICE UNDER THE TRANSITION MATS - WIDTH AND LENGTH OF TM'S SPECIFIED BY DESIGNER. SOD ELIMINATES GERMINATION RISK, AND IS GREAT PROTECTION FOR SOIL.

16. TYPE "B" INSTALLATION INSTRUCTIONS

(DESIGN OUTLET VELOCITY < 21 FPS AND DOWNSTREAM SCOUR AREA STEEPER THAN 10%, OR 10:1)

SOD TRIMMED AND COVERED BY AN OPEN-WEAVE TRM IS THE SOIL COVER PRACTICE UNDER THE TRANSITION MATS - WIDTH AND LENGTH OF TM'S TO BE SPECIFIED BY DESIGNER. ADDITIONAL TRANSITION MATS ARE REQUIRED AT THE TOE OF THE SLOPE. SEE DETAILS.

- TRM INSTALLED SOD TO 1-2" HEIGHT. INSTALL TRM OVER INSTALLED SOD AND STRETCH TIGHTLY BEFORE STAPLING. IRRIGATE SOD AS NEEDED AFTER INSTALLATION TO AID IN ESTABLISHMENT OF VEGETATION.

- ANCHOR SOD/TRM COMBINATION WITH 8-INCH STAPLES A MAXIMUM OF 18 INCHES APART.

17. TYPE "C" INSTALLATION INSTRUCTIONS

(DESIGN OUTLET VELOCITY < 8 FPS AND DOWNSTREAM SCOUR AREA FLATTER THAN 4%, OR 25:1)

A TRM IS THE SOIL COVER PRACTICE UNDER THE TRANSITION MATS. THE WIDTH AND LENGTH OF THE TM'S TO BE SPECIFIED BY DESIGNER. TRM'S OVER BARE SOIL HAVE LOW-PERFORMANCE UNTIL VEGETATED.

18. TYPE "D" INSTALLATION INSTRUCTIONS

(DESIGN APPLICATIONS: ALL OUTFALLS; LOW SUNLIGHT AREAS; SEMI-ARID REGIONS; WHERE VEGETATION MAY BE SLOW TO ESTABLISH.)

A 3 OZ. GEOTEXTILE COVERED WITH A HIGH-PERFORMANCE TRM IS THE PREFERRED SOIL COVER PRACTICE. THE WIDTH AND LENGTH OF THE TM'S TO BE SPECIFIED BY DESIGNER. THE GEOTEXTILE PROTECTS THE SOIL FROM EROSION, AND THE HP-TRM PROVIDES LONG TERM STABILITY. THIS INSTALLATION CAN BE SOIL-FILLED AND SEEDED, OR LEFT TO FILL-IN WITH SEDIMENTS AND NATIVE VEGETATION. MECHANICALLY-BONDED FIBER MATRIX (MBFM) HYDROMULCH HAS ALSO SHOWN TO BE AN EFFECTIVE FILLER/SEED BASE. FOR INSTALLATIONS ON OUTFALLS > 60 INCHES WITH HIGH VELOCITY FLOWS, AN ADDITIONAL LAYER OF TM'S ADJACENT TO THE OUTFALL PROVIDES GREATER PROTECTION.

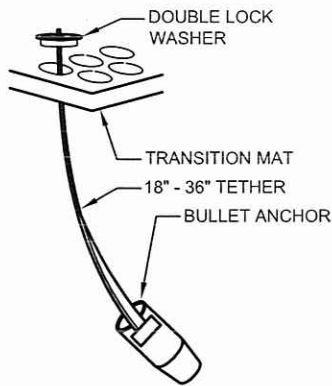
19. TYPE "E" INSTALLATION INSTRUCTIONS

(DESIGN APPLICATIONS: STREAMBANK AND SHORELINE; MAX. 1.5H:1V SLOPE.)

A 8-12 OZ. GEOTEXTILE IS THE SOIL COVER PRACTICE UNDER THE TRANSITION MATS WHICH ARE GENERALLY INSTALLED 3 FT BELOW AND MINIMUM 8 INCHES ABOVE THE NORMAL WATER LEVEL. TYPES A, B, AND D MAY BE UTILIZED ABOVE THE GEOTEXTILE/TM PROTECTED AREA. REQUIRES DIFFERENT ANCHOR CONFIGURATION AND DEPTH.

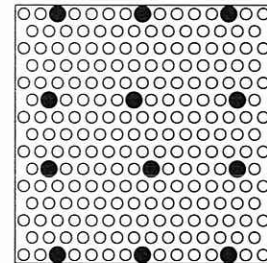
==> FOR DESIGN INFORMATION, REFER TO "DESIGN METHODOLOGY" DOCUMENT AVAILABLE AT www.scourstop.com.

COHESIVE SOILS SCOURSTOP TRANSITION MAT INSTALLATION DETAILS



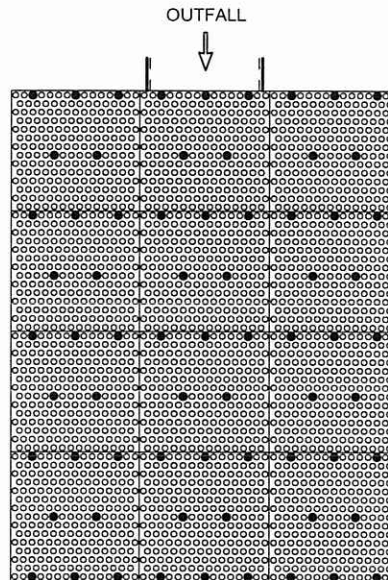
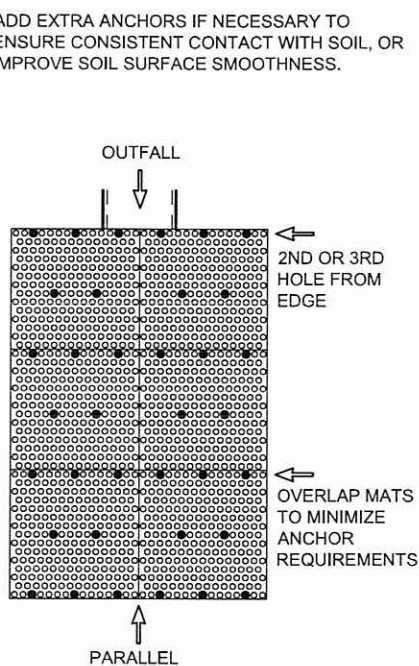
PIPE DIAMETER	DISCHARGE (CFS)	SCOURSTOP WIDTHxLENGTH
12"	8	4' x 4'
24"	30	4' x 8'
36"	75	8' x 12'
48"	100	12' x 16'
60"	150	12' x 20'
72"+		SEE DETAILS

SHORELINE PROTECTION:



ANCHOR CONFIGURATION
FOR SLOPES STEEPER THAN
5:1; TRANSITION MATS OVER
A MIN. 8 OZ. GEOTEXTILE

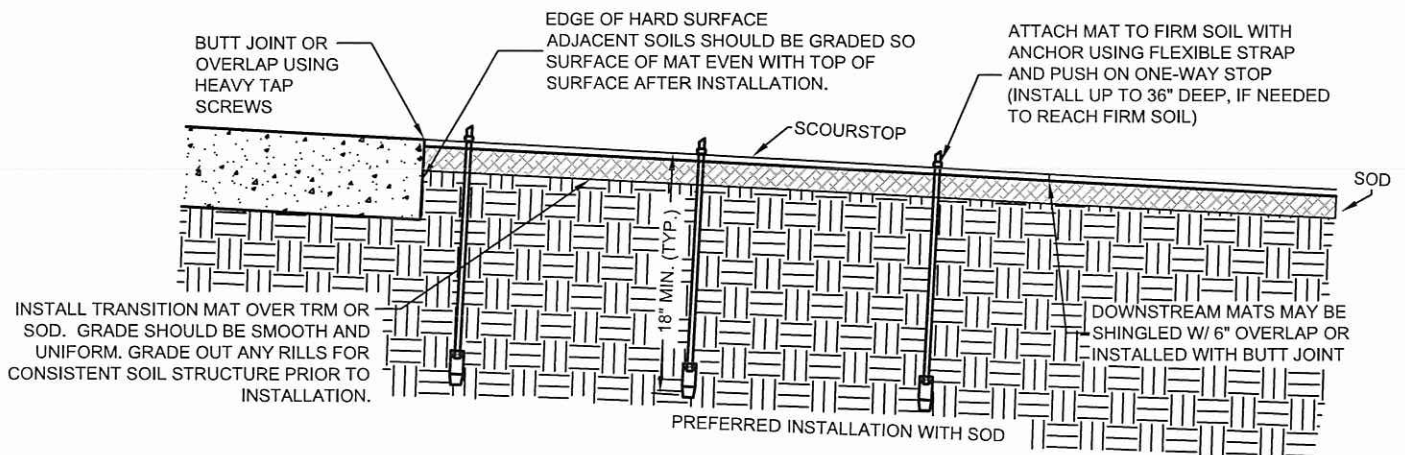
ADD EXTRA ANCHORS IF NECESSARY TO
ENSURE CONSISTENT CONTACT WITH SOIL, OR
IMPROVE SOIL SURFACE SMOOTHNESS.



POSITION ANCHORS TO
SECURE SCOURSTOP MATS
FLUSH WITH SOIL SURFACE.
MINIMIZE GAPS OR BRIDGING.

ANCHOR REQUIREMENTS*:
FIRST ROW OF
SCOURSTOP MATS
- MINIMUM OF 8 ANCHORS
SECOND ROW OF
SCOURSTOP MATS
- MINIMUM OF 5 ANCHORS

*TO ACHIEVE CONSISTENT
CONTACT WITH THE SOIL, EXCEED
THE MINIMUM ANCHOR
REQUIREMENT AT INSTALLATION.

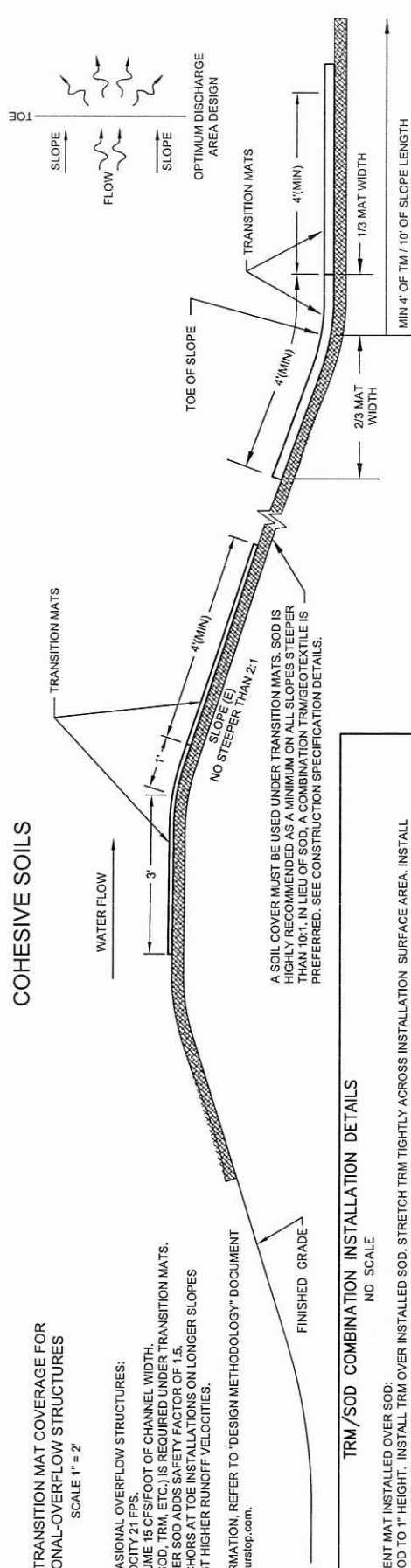


COHESIVE SOILS

MINIMUM TRANSITION MAT COVERAGE FOR OCCASIONAL-OVERFLOW STRUCTURES

SCALE 1" = 2'

- LIMITATIONS FOR OCCASIONAL OVERFLOW STRUCTURES:
- MAXIMUM FLOW VELOCITY 21 FPS.
 - MAXIMUM FLOW VOLUME 15 CFS/FOOT OF CHANNEL WIDTH.
 - A SOIL COVER BMP (SOD, TRM, ETC.) IS REQUIRED UNDER TRANSITION MATS.
 - ADDITION OF TRM OVER SOD ADDS SAFETY FACTOR OF 1.5.
 - TO PROTECT AGAINST HIGHER RUNOFF VELOCITIES.
- ==> FOR DESIGN INFORMATION, REFER TO "DESIGN METHODOLOGY" DOCUMENT AVAILABLE AT www.scoutstop.com.



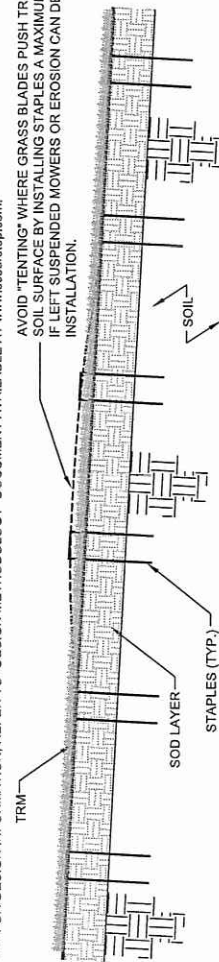
TRM/SOD COMBINATION INSTALLATION DETAILS

NO SCALE

- TURF REINFORCEMENT MAT INSTALLED OVER SOD:
- TRM INSTALLED SOD TO 1" HEIGHT. INSTALL TRM OVER INSTALLED SOD. STRETCH TRM TIGHTLY ACROSS INSTALLATION SURFACE AREA. INSTALL STAPLES AT MAX. OF 18" APART (450 MM). IRRIGATE SOD AS NEEDED AFTER INSTALLATION TO AID IN ESTABLISHMENT OF VEGETATION.
 - SOD DOWNSTREAM OF MAT INSTALLATION AREA DOES NOT NEED TRIMMED BEFORE MAT INSTALLATION.
 - TO HOLD SOD IN PLACE DOWNSTREAM OF TMS, INSTALL WIRE STAPLES AT 8" O.C. WITHIN 4" OF UPSTREAM EDGE OF SOD, AND AT A RATE OF ONE STAPLE PER SQUARE FOOT STAGGERED THROUGHOUT.

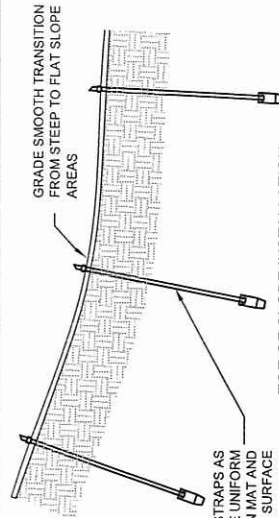
==> FOR DESIGN INFORMATION, REFER TO "DESIGN METHODOLOGY" DOCUMENT AVAILABLE AT www.scoutstop.com.

AVOID "TENTING" WHERE GRASS BLADES PUSH TRM AWAY FROM SOIL SURFACE BY INSTALLING STAPLES A MAXIMUM OF 18" APART. IF LEFT SUSPENDED MOWERS OR EROSION CAN DESTROY THE INSTALLATION.



TOE OF SLOPE INSTALLATION

SCALE 1" = 1'

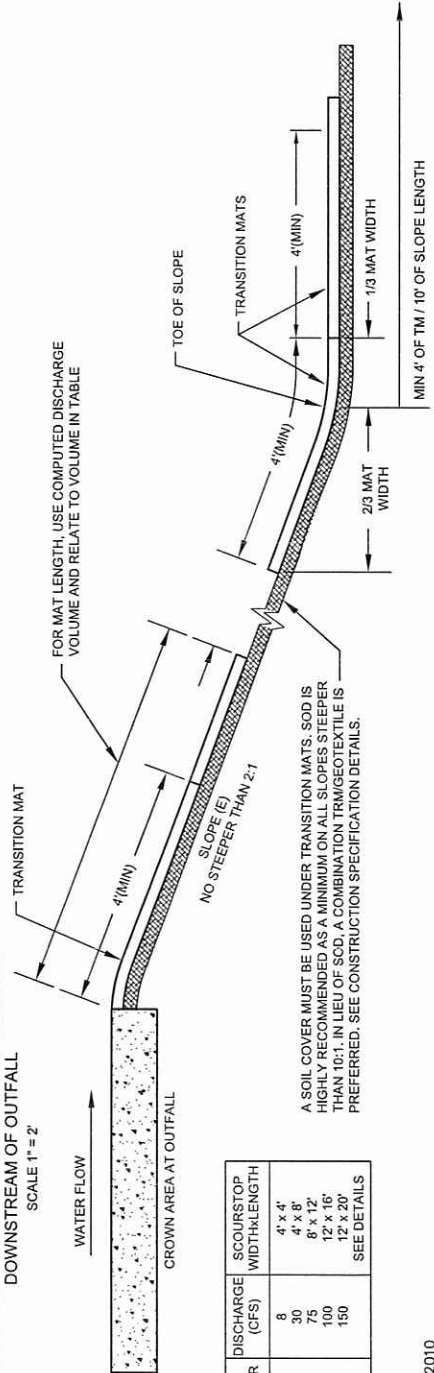


INSTALL ANCHOR STRAPS AS NEEDED TO ENSURE UNIFORM CONTACT BETWEEN MAT AND FINISHED GROUND SURFACE

MINIMUM TRANSITION MAT COVERAGE FOR SLOPES DOWNSTREAM OF OUTFALL

SCALE 1" = 2'

FOR MAT LENGTH, USE COMPUTED DISCHARGE VOLUME AND RELATE TO VOLUME IN TABLE

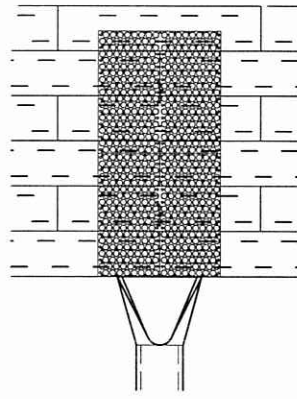


PIPE DIAMETER	DISCHARGE (CFS)	SCOURSTOP WIDTHxLENGTH
12"	8	4' x 4'
24"	30	4' x 6'
36"	75	12' x 12'
48"	100	12' x 12'
60"	150	12' x 20'
72"+		SEE DETAILS

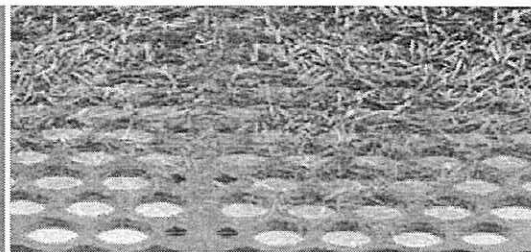
REVISED 1/10/2010

STAPLE SOD EVERY 10 INCHES WITHIN 4 INCHES OF LEADING EDGE AND RANDOMLY THROUGHOUT

NO SCALE



ScourStop™ Instructions Cohesive Soils



1

2nd or 3rd hole from edge

Extras, as needed

Overlap mats to minimize anchor requirements

Parallel

Position anchors to secure ScourStop mats flush with soil surface. Minimize gaps or bridging. Add extra anchors if necessary, or improve soil surface smoothness.

Anchor requirements*:
First Row of Mats**
 - minimum of 8 anchors/mat
Second+ Row of Mats**
 - minimum of 5 anchors/mat

* To achieve consistent contact with the soil, exceed the minimum anchor requirement at installation.
 ** Perpendicular to flow.

2

Insert the machined end of the driver into the bullet anchor.

36" long

Clean the machined end each time to ensure easy release when removing driver.

3

Ground Rod driver

Electric Hammer (minimum 6 lb. striking force, 11 lb. best for cohesive soils) Slide hammers are also available.

Insert the bullet driver into the ground rod driver and vibrate the bullet into the ground a minimum depth of 18 inches (450 mm) 36 inches (900 mm) for sandy soils.

ScourStop

4

Twist and pull the driver out.

5

Pull strap to 'set' anchor in position.

18"-36" deep

6

Insert bullet tail into lock/washer.

7

Use pliers to 'set' lock/washer down onto ScourStop mat with firm down pressure.

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320 SE Delaware Ave. Suite 5 • Ankeny, Iowa 50021
 1-877-997-2687 • f: 515-289-0710 • www.scourstop.com

the green solution to rip rap
scourstop™

Installer Checklist

Must be a certified installer; knowledgeable on installation guidelines.

Location on site: _____

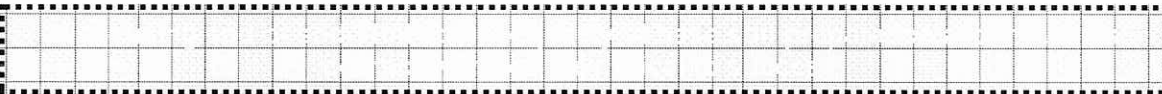
Size of pipe _____: Pipe slope _____: Width of parking lot outlet (at surface) _____

Installation type proposed:

- ☐ Sod
- ☐ Sod & Open-Weave TRM - Primary application for any downstream slope steeper than 10:1.
- ☐ Composite TRM - flat scour area, 5x discharge area, low volume
- ☐ High Performance TRM (rating at > 5.5 fps. Un vegetated)

Required Base Preparation:

- ☐ Use soil with adequate moisture for compaction; compact for minimal settlement.
- ☐ Level with discharge outlet to avoid concentration of storm water.
- ☐ Grade as wide, flat, and long as possible.
- ☐ Smooth to a consistent surface (clods less than 1/2 inch), slightly lower than outlet.
- ☐ Create rounded corners at toe of side slopes.



Do not install on loose, non compacted soil.

Soils:

- ☐ Dry (check one):
 - ☐ Manageable soil
 - ☐ Hard clods
 - ☐ Hard, compacted clays
 - ☐ Sandy, erosive soil
 - ☐ Other _____
- ☐ Wet (check one):
 - ☐ Surface wet
 - ☐ Saturated soils (bottom > 12 inches deep)
 - ☐ Saturated soils (bottom < 12 inches deep)
 - ☐ Sub-surface drain needed

Comments:

Draw a picture of the outlet:

Side View:

0 ————— 10' ————— 20'

Top View (indicate width and length):

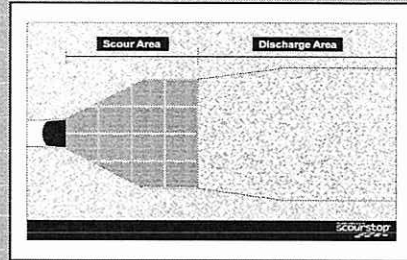
1) Scour Area (immediate downstream area—see illustration):

Width: ☐ More than 5 times the pipe diameter/outlet
☐ More than 3 times the pipe diameter/outlet
☐ Less than 3 times the pipe diameter/outlet

Length: ☐ About 5 times the pipe diameter
 (see illustration at right →)

Slope: ☐ Measure out 10 ft. from the end of the pipe
☐ At the imaginary "level" point, measure down from that 10 ft. point
Sod highly recommended for slopes steeper than 10:1. See details.

Horizontal Vertical
 (Example: 10.0 horizontal; 1.0 vertical = 10:1 slope)

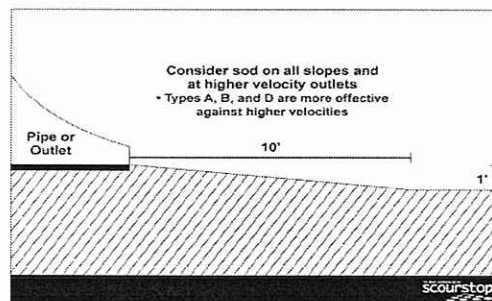


**2) Discharge Area Channel (distance downstream of the scour area):
 must be protected from erosion.**

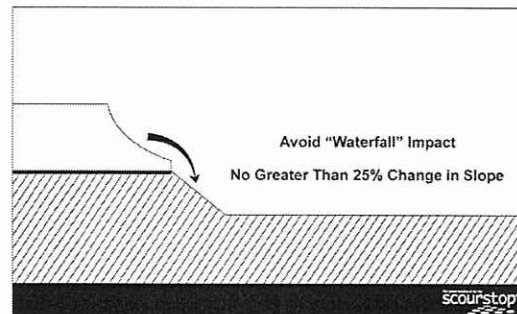
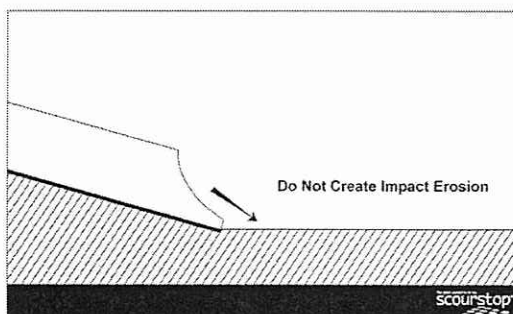
Width: ☐ More than 5 times the pipe diameter/outlet
☐ More than 3 times the pipe diameter/outlet
☐ Less than 3 times the pipe diameter/outlet

Length: ☐ More than 5 times the scour area length
☐ Up to 5 times the scour area length
☐ Less than or equal to the scour area length

Slope: ☐ Fairly Level ☐ Steeper than 10:1 ☐ Steeper than 4:1
Sod highly recommended for slopes steeper than 10:1. See details.

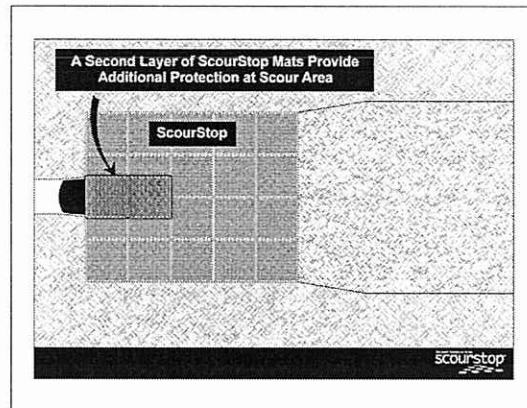
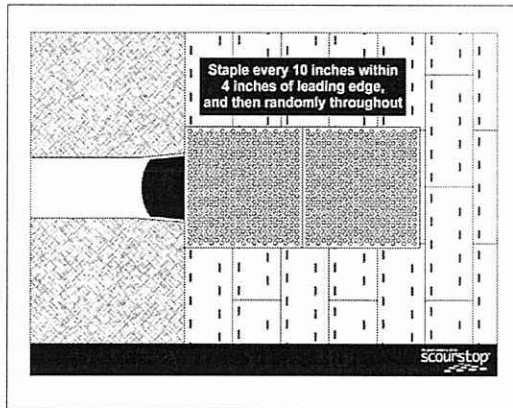


No impact erosion (see examples below)



Installation Type Designed:	Installer Agrees w/Design:	Installer Prefers Type:
A / B / C / D	Y or N	Consider calling designer and requesting change.

Sod installed per illustration (see details).



Recommended over HP-TRM application at large culverts and pipes.

Turf Reinforcement Mats:

Type specified _____ (unvegetated rating must be > 5.5 ft. per second).

_____ TRM overlapping per instructions.

_____ Staples more than double manufacturers recommended rate on soil and triple the manufacturers recommendation over sod..

Seed Used:

Annual seed (generally 4 day germination) _____

Perennial seed (generally > 7 day germination) _____

Number of Scourstop mats used _____

How were they laid out? # _____ wide # _____ long

Second Scourstop layer at scour area directly below outlet? Yes or No

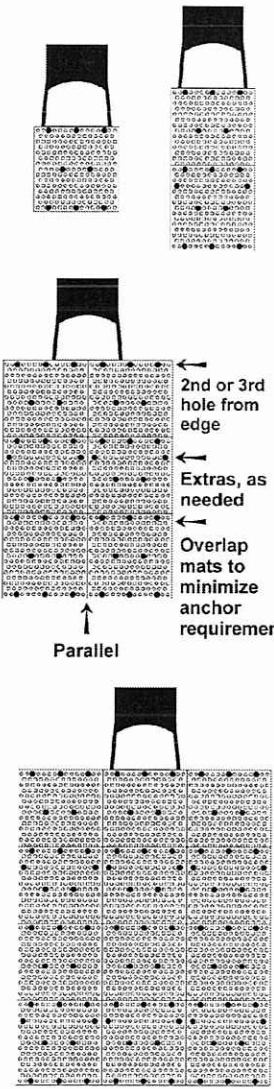
Number of Anchors used _____

Minimum of 8 anchors per mat plus 3 at shingle area.

Arrowheads 'set' and locked down with tension? Yes or No

Mats consistent, flush and secure to soil? All gaps > 1" anchored down?

Installer Checklist



2nd or 3rd hole from edge

Extras, as needed

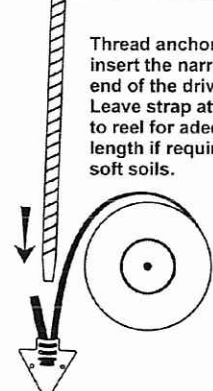
Overlap mats to minimize anchor requirements

Parallel

Position anchors to secure ScourStop mats flush with soil surface. Minimize gaps or bridging. Add extra anchors if necessary, or improve soil surface smoothness.

Anchor requirements*:
 First Row of Mats**
 - minimum of 8 anchors
 Second+ Row of Mats**
 - minimum of 6 anchors

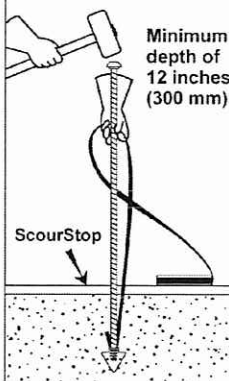
*To achieve consistent contact with the soil, exceed the minimum anchor requirement at installation.
 **Perpendicular to flow.



Thread anchor and insert the narrow end of the driver. Leave strap attached to reel for adequate length if required for soft soils.

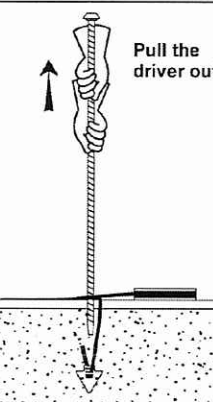
Pull tether through for minimal waste.

Side View of Anchor

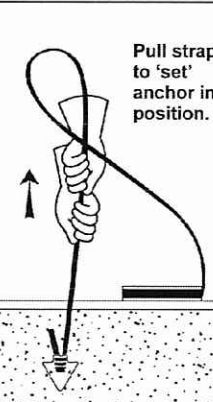


Minimum depth of 12 inches (300 mm).

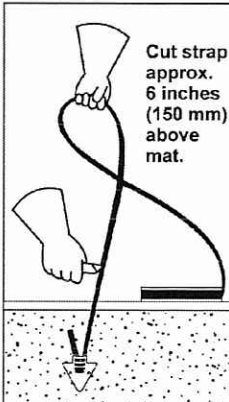
ScourStop



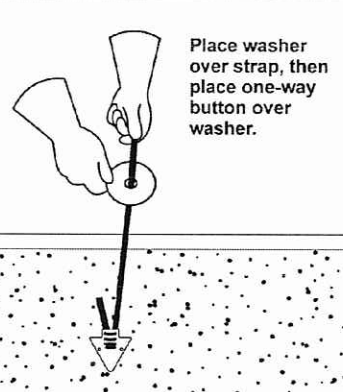
Pull the driver out.



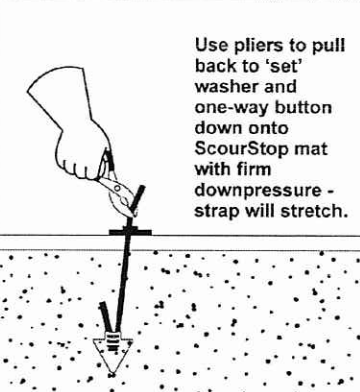
Pull strap to 'set' anchor in position.



Cut strap approx. 6 inches (150 mm) above mat.



Place washer over strap, then place one-way button over washer.



Use pliers to pull back to 'set' washer and one-way button down onto ScourStop mat with firm downpressure - strap will stretch.



Toll-Free 1-877-997-2687

SECTION IV

Exhibit M- CONSTRUCTION PLANS (Bound Separately)

SECTION V

EXHIBIT N- TxDOT PERMIT FOR DALLAS AVE

APPROVAL

To Dipak Patel

City of Lancaster
700 E.Main Street
Lancaster, TX 75146

Date 7/7/2016

Application No. DAL20160519145031
District App. No. DAL20160519145031
Highway SH 0342
Control Section 004801
Maintenance Section Southeast Dallas Maintenance
County Dallas

TxDOT offers no objection to the location on the right-of-way of your proposed utility installation, as described by Notice of Proposed Utility Installation No. DAL20160519145031 (District Application No. DAL20160519145031) dated 7/7/2016 and accompanying documentation, except as noted below.

It is understood that it is the responsibility of the utility owner to contact TxDOT 48 hrs prior to the start of construction using the UIR System. It is also the owners to responsibility to contact TxDOT once the construction is complete

When installing utility lines on controlled access highways, your attention is directed to governing laws, especially to Texas Transportation Code, Title 6, Chapter 203, pertaining to Modernization of State Highways; Controlled Access Highways. Access for serving this installation shall be limited to access via (a) frontage roads where provided, (b) nearby or adjacent public roads or streets, (c) trails along or near the highway right-of-way lines, connecting only to an intersecting roads; from any one or all of which entry may be made to the outer portion of the highway right-of-way for normal service and maintenance operations. The Installation Owner's rights of access to the through-traffic roadways and ramps shall be subject to the same rules and regulations as apply to the general public except, however, if an emergency situation occurs and usual means of access for normal service operations will not permit the immediate action required by the Utility Installation Owner in making emergency repairs as required for the safety and welfare of the public, the Utility Owners shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required emergency repairs, provided TxDOT is immediately notified by the Utility Installation Owner when such repairs are initiated and adequate provision is made by the Utility Installation Owner for convenience and safety of highway traffic.

The installation shall not damage any part of the highway and adequate provisions must be made to cause minimum inconveniences to traffic and adjacent property owners. In the event the Installation Owner fails to comply with any or all of the requirements as set forth herein, the State may take such action as it deems appropriate to compel compliance.

It is expressly understood that the TxDOT does not purport, hereby, to grant any right, claim, title, or easement in or upon this highway; and it is further understood that the TxDOT may require the Installation Owner to relocate this line, subject to provisions of governing laws, by giving thirty (30) days written notice.

If construction has not started within six (6) months of the date of this approval, the approval will automatically expire and you will be required to submit a new application. You are also requested to notify this office prior to commencement of any routine or periodic maintenance which requires pruning of trees within the highway right-of-way, so that we may provide specifications for the extent and methods to govern in trimming, topping, tree balance, type of cuts, painting cuts and clean up. These specifications are intended to preserve our considerable investment in highway planting and beautification, by reducing damage due to trimming.

Special Provisions:

water sewer lines General Trench Pit Location Backfill

You are required to notify TxDOT 48 hours (2 business days) before you start construction to allow for proper inspection and coordination of work days and traffic control plans. Use the UIR website for the 48-hour notification. DO NOT start construction until you have coordinated the construction start date and inspection with TxDOT. You are also required to keep a copy of this Approval, the Notice of Proposed Installation, and any approved amendments at the job site at all times.

	Texas Department of Transportation
By	Terry Carter
Title	Permit Approval
District	Dallas

Water & Sanitary Sewer Lines

- 1. GENERAL** - Longitudinal water and sanitary sewer pipelines shall be placed on uniform alignment three (3) to ten (10) feet from the right of way line. The minimum depth of cover shall be twenty-four (24) inches for non-plastic lines and thirty (30) inches for plastic lines. If a nonmetallic line is installed, a durable metal wire or other device shall be concurrently installed for detection purposes.

Each line may be installed with enough vertical flexibility to prevent stresses; however, horizontal "snaking" of the line is prohibited.

The utility agency shall place identification markers at the right of way line in sufficient number for longitudinal installations and at each highway crossing.

All paved side streets crossed by a longitudinal line within TxDOT right of way must be installed as outlined in item #2 below.

- 2. CROSSING** - Highway crossings are to be installed at or near right angles to highway and must be installed with an encasement pipe. Encasement pipe is also to be installed under normal center medians, extend from the top of back slope for cut sections, and five (5) feet beyond the toe of slope for fill sections, unless an additional length is required as outlined in the "TRENCH EXCAVATION AND PIT LOCATION" specification.

All crossings under existing pavement must be installed as outlined in the "CONSTRUCTION OF HIGHWAY CROSSINGS BY BORE" specification.

The depth of cover for crossings shall be twenty-four (24) inches for non-plastic pipe and thirty (30) inches for plastic pipe under ditches. The encasement pipe must be a minimum of eighteen (18) inches or $\frac{1}{2}$ the diameter of the pipe, whichever is greater, below the bottom of the pavement structure.

The encasement shall consist of a steel pipe around and outside the carrier pipe and support the load of the ground above the pipe, the highway, and the superimposed loads there on, including construction equipment. HDPE pipe with a SDR ratio of 11 or greater may be used for encasement of water service lines. The HDPE pipe must be a single continuous piece with no joints. The strength of the encasement pipe shall equal or exceed the structural requirements for highway drainage culverts covered under ASTM specifications.

- 3. ABOVE GROUND APPURTENANCES** - Fire hydrants, air release valves, and other similar appurtenances should be located at or near the right of way line. All fire hydrants will be equipped with breakaway bases and should not be located in the sidewalk. Any appurtenances may not be located any closer than 3 ft from back of curb.

Pumps, wells, and other structures associated with lift stations and pump stations will not be permitted within the limits of TxDOT right of way.

- 4. MANHOLES** - The outside diameter of the manhole chimney at ground level shall not exceed thirty-six (36) inches. The inside diameter of the manhole for lines up to twelve (12) inches shall not exceed four (4) feet. For any increase in line size greater than twelve (12) inches the manhole may be increased a like amount. The manhole cover shall be installed flush with the ground, meet HS-20 load requirements, and weigh at least 175 pounds.

General Utility Installations

1. GENERAL - A copy of the approved notice must be kept onsite at all times during construction. Unless other arrangements are made with the designated Texas Department (TxDOT) inspector, no work will be performed on Saturday, Sunday, Holidays, or hours other than standard working hours. Utility lines shall be located to avoid or minimize the need for adjustments to accommodate future highway improvements.

All utility installations will be made without excavation or longitudinal placement being made any closer than three (3) feet from the back of curb. No pavement cuts are permitted unless specifically stated on the permit that approval is given to open cut the pavement.

No explosives shall be used within the limits of the TxDOT highway right of way for utility installations.

2. COORDINATION OF WORK - *Prior to the start of construction the local TxDOT Office MUST BE NOTIFIED at the number listed on the approval notice. Traffic control plans must be approved by the Area Office before work can begin.* If the installation is within the limits of an active highway construction project, the utility work must be coordinated with the TxDOT Contractor and Inspectors. The utility work shall not cause any delay or disruption to the TxDOT contractor or construction.

Location existing utility facilities and coordination with the owners is the responsibility of the utility agency.

3. TRAFFIC SAFETY, BARRICADES, WARNING DEVICES - Traffic control and protective devices shall be used and must conform to the TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES for streets and highways. All barricades, warning devices, signs, flashers, and flag persons shall be provided by the utility agency or contractor.

Traffic shall not be stopped at any time without the use of a flag person. Prior to beginning work, the traffic control plans must be approved by the Area Engineer or his designated representative. Lane closures for any utility work will not be permitted without prior approval of Area Engineer or his designated representative. Lane closures are not permitted during peak "rush hour" traffic times.

Vehicles, equipment, construction material and personnel not necessary to the timely installation of the facility shall be kept as far as possible from the traveling public. Any above ground obstruction or bore pit located closer than the clear zone distances outlined in the "Trench Excavation and Pit Locations" specification shall be protected by barricades, metal beam guard fence and/or concrete traffic barriers as deemed necessary by the TxDOT Inspector. At the end of every construction day, all equipment and materials shall be removed as far from the roadway edge as possible.

4. SURVEYING AND STAKING OF UTILITIES - All utility installations shall be staked by utility agency so that TxDOT may inspect the alignment prior to start of construction. The ROW line is to be staked and the utility installed based on a set distance from the ROW line. The utility is ultimately responsible for the accuracy of the installation.

5. TIME PERIOD ALLOWED FOR INSTALLATION - If the installation of the work covered by this utility permit has not started within twelve (12) months from the approval date, a written request for an extension must be submitted to the District Office. It is expected that the installation will progress to completion in an efficient manner. However, if the work is delayed or abandoned for a period of one (1) month or more, a written request must be submitted to continue under the authority of the original permit.

6. FULL TIME SUPERVISION and INSPECTION - The utility agency shall provide competent, full time inspectors or supervisors to be present on-site during the installation. Also, the utility may be required to provide a telephone number at which someone may be contacted 24 hours in case of an emergency. The utility construction may be delayed or stopped when it is observed by the TxDOT Inspector that there is not an agency inspector or supervisor present on the job site.

7. DEPARTMENT INTERVENTION - TxDOT has the right to take charge of an to remedy any immediate hazard to the traveling public when it is obvious the utility agency will not do so. Any costs associated with TxDOT's action will be charged to the utility agency.

8. UTILITY ACCOMMODATION RULES - Utility installations within the TxDOT Right of Way shall conform to the requirements contained in the TxDOT Utility Accommodation Rules, dated February 2, 2005, the Dallas District Utility Specifications and the following industry policies.

- A. Safety rules for the installation and maintenance of electric and communication lines - National Electrical Safety Code.
- B. Latest edition of the Rules and Regulations for Public Water Systems, published by the Texas Department of Health, Water Hygiene Division.
- C. Gas Pipelines - Title 49, C.F.R., Part 195, Transportation of Natural and Other Gas by Pipeline: Minimum Federal Safety Standards and amendments.
- D. Liquid Petroleum Pipelines - Title 49, C.F.R., Part 195, Transportation of Liquids by Pipelines and amendments.
- E. Latest edition of the American Society for Testing and Materials (ASTM) Specifications.
- F. Latest edition of the AASHTO policy entitled "A Policy on the Accommodations of Utilities within Freeway Right of Way".
- G. Latest edition of the Occupational Safety and Health Administration (OSHA) Standards and Interpretations.

Trench Excavation and Pit Location

- 1. GENERAL** - No dirt from a trench or pit excavation shall be placed on the roadway or shoulders. All equipment and stockpiled dirt shall meet the safety clear zone distances listed below or have adequate barricades and warning devices to protect the traveling public.

Topsoil shall be kept separate from other excavation material, and be replaced in accordance with "BACKFILLING" specification.

All pits and trenches shall be kept free from standing water. If trenches and/or bore pits are left open for extended periods of time without a continuous progression of work, the utility will be required to backfill the trench and/or bore pits. Any other pit will not be left open for more than a forty eight (48) hour period.

In all excavations where sloughing is likely to occur, shoring will be utilized to prevent damage to the highway structure(s). The utility agency or contractor shall be responsible for maintaining trench excavation protections as required by provisions of Part 1926, Subpart P - Excavations, Trenching and Shoring of OSHA Standards.

- 2. TRENCHING** - Longitudinal installations must be placed as near a uniform alignment to the right of way line as possible. Trenching machine or backhoe may be used. A backhoe will be required if a uniform alignment can't be maintained by use of a trenching machine.
- 3. SAFETY CLEAR ZONE DISTANCES** - Minimum clear zone distances required for trench excavations and bore pit locations are as follows:

For UNCURBED Highways

- A. Thirty (30) ft. from the edge of pavement (traveled lane) of high-speed (more than 40 mph), high volume (more than 750 vehicles per day) highways.
- B. Sixteen (16) ft* from edge of pavement of high-speed, low volume (less than 750 vehicles per day) highways.
- C. Sixteen (16) ft* from ramps.
- D. Ten (10) ft* for low-speed (40 mph or less) highways.
- E. Ten (10) ft* for any paved intersections side streets.

* Five (5) ft MINIMUM from edge of any shoulder.

For CURBED Highways

- A. Thirty (30) ft from the back of curb for high-speed highways
- B. Five (5) ft from the back of curb, plus any additional distance to clear sidewalks, for low-speed highways
- C. Five (5) ft from the back of curb for intersecting side street.

Backfill Specifications

1. **GENERAL** - As soon as practical, all portions of the excavation shall be backfilled. Trenches and pits shall be backfilled with the material obtained from the excavation or from other sources. Backfill material will be free from stones of such size as to interfere with compactions; free from large lumps which will not break down readily under compaction; and free from frozen lumps, wood or other extraneous material. The TxDOT inspector may reject any material containing more than twenty (20) percent by weight of material retained on a three (3) inch sieve.

The portion of top soil removed from the original excavation shall be replaced, as nearly as feasible, in its original position.

2. **DEPTH OF LIFTS** - The portion of backfill below the top of pipe shall be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement). Backfill above the top of the pipe shall be placed in layers not to exceed ten (10) inches in depth (loose measurement). If the backfill is to support a portion of roadway or embankment, then the material will be placed in uniform layers not to exceed eight (8) inches in depth (loose measurement).
3. **PROCEDURE FOR COMPACTION** - Each layer of backfill material, if dry, shall be wetted uniformly to the moisture content required to obtain a density comparable with the adjacent undisturbed soil and shall be compacted to that density by means of mechanical tampers or rammers. The use of rolling equipment of the type generally used in compacting embankments will be permitted on portions that are accessible to such equipment. Water jetting or ponding will not be permitted.

Special care shall be taken to ensure thorough compaction of material placed under the haunches of the pipe.

Cohesionless materials, such as sand, may be used for general backfilling purposes. Compaction of cohesionless materials shall be done with vibratory equipment.

4. **RESTORATION OF RIGHT OF WAY** - Prompt replacement of sod, removal of debris, and any other restoration necessary to restore the right of way to a condition equal to that which existed prior to the utility installation will be required. In areas of erosion, the use of stabilized backfill may be required. Should settlement or erosion occur within six (6) months of the utility installation, the utility agency will be required to reshape, reseed, and/or resod the area.



Notice of Proposed Installation Utility Line On TxDOT Highway Right of Way

To the Texas Transportation Commission
c/o District Engineer
Texas Department of Transportation
Dallas District, Texas

Date 6/8/2016
Application No. DAL20160519145031

Formal notice is hereby given that City of Lancaster
proposes to install a utility facility within the right-of-way of SH0342
in Dallas County, Texas as follows: (details are shown on page 2)

A new 8" water line is proposed to be installed by directional drill in Dallas Ave/State 342 from Cedar Street to Main Street (approximately 200 LF) to loop and improve performance of the existing water system. A 2" water service in 6" PVC Casing by Directional Drill (approximately 76 LF) is also proposed to replace aging/failing existing water services at the northeast corner of Dallas Ave/State 342 and Main Street.

The line will be constructed and maintained on the highway right-of-way as shown on the attached drawing and in accordance with the rules, regulations and policies of the Texas Department of Transportation (TxDOT), and all governing laws, including but not limited to the "Federal Clean Water Act," the "National Endangered Species Act," and the "Federal Historic Preservation Act." Upon request by TxDOT, proof of compliance with all governing laws, rules and regulations will be submitted to TxDOT before commencement of construction.

Our firm will use Best Management Practices to minimize erosion and sedimentation resulting from the proposed installation, and we will revegetate the project area as indicated under "Revegetation Special Provisions."

Our firm will ensure that traffic control measures complying with applicable portions of the Texas Manual of Uniform Traffic Control Devices will be installed and maintained for the duration of this installation.

The location and description of the proposed installation and appurtenances is more fully shown by 1 files containing drawings and other pertinent information uploaded to the website.

Construction will begin on or after July 1, 2016 and end on or before February 28, 2017.

I certify that I am authorized to represent the Firm listed below, and that our Firm agrees to the conditions/provisions included in this notice.

Utility Installation Owner City of Lancaster
By Dipak Patel
Title Project Manager
Address 700 E. Main Street
Lancaster, TX 75146
Phone No. 972-218-1243
E-mail address dpatel@lancaster-tx.com

Application Details

Application No.	DAL20160519145031
Date	6/8/2016
Utility Installation Owner	City of Lancaster
By	Dipak Patel
TxDOT District	Dallas District
County	Dallas
Route	SH0342
Control Section	004801
Description	A new 8" water line is proposed to be installed by directional drill in Dallas Ave/State 342 from Cedar Street to Main Street (approximately 200 LF) to loop and improve performance of the existing water system. A 2" water service in 6" PVC Casing by Directional Drill(approximately 76 LF)is also proposed to replace aging/failing existing water services at the northeast corner of Dallas Ave/State 342 and Main Street.
Attachments	6-8-16-WATER SHEETS-WL C.pdf

TxDOT - Dallas District
CHECKLIST FOR REVIEW OF NOTICES OF PROPOSED INSTALLATION
Online version 10/2010

Yes No N/A

- ☐ ☒ ☐ Is the UIR for the relocation of utility facilities to clear a proposed TxDOT project? If so, is the proposed pavement, drainage and right of way lines shown? Do the utility lines differentiate between existing to remain in place, to be abandoned or removed and proposed to be installed?

- ☒ ☐ ☐ For lines crossing the highway, crossing intersecting streets/county roads, or passing through the protected root area of desirable trees, is it clearly shown that the line will be installed by boring? In addition, casing, labeled with size and material type, should be shown under highways and paved city street/county road intersections.

- ☒ ☐ ☐ Is the location and identification (highway number) of the TxDOT highway clearly indicated on the plans?

- ☒ ☐ ☐ Are the utility plans legible, drawn to scale, and accurately dimensioned? Schematic drawings are not acceptable plans. Only include plan sheets for utilities to be placed in State Right of Way.

- ☒ ☐ ☐ Is the location of the proposed utility line clearly shown on the plans? Is the utility line clearly labeled as to size and type?

- ☒ ☐ ☐ Are other existing utility lines in the vicinity shown on the plans?

- ☒ ☐ ☐ Are the right of way line and edge of highway pavement clearly shown on plans?

- ☒ ☐ ☐ For lines to be installed parallel to the highway, is the distance from the right of way line and from the edge of highway pavement clearly shown?

- ☒ ☐ ☐ For installations parallel to the highway, does the installation alignment change? Alignment changes need to be justified and reasonable. Aerial lines to be placed
Alignment must vary to avoid existing traffic signal and pedestrian signal poles.

- ☐ ☐ ☒ For aerial installations, do the plans clearly show and differentiate between existing poles and new poles?

- ☐ ☐ ☒ For highway crossings, is the location of the crossing clearly shown on the plans? The crossing should be as close to 90 degrees as practical.

- ☒ ☐ ☐ It is understood that it is the responsibility of the utility owner to contact TxDOT 48 hrs prior to the start of construction using the UIR System. It is also the owners responsibility to contact TxDOT once the construction is complete.

Drawing: O:\PROJECTS\LAN15135\Drawings\Water Line Plan SET\WATER SHEETS.dwg at Jun 08, 2016--9:20am by Lina_0
Layout: ML 'C' Aerials: A=BASE Aerials: A=2220--TALK.dwg -- S&M--ML.dwg

SPECIAL NOTE:
CONTRACTOR SHALL PROVIDE A TEMPORARY
WATER LINE TO ANY PROPERTY THAT WILL BE
WITHOUT SERVICE FOR LONGER THAN 8
HOURS.

VACANT
111 S DALLAS AVE
HANAN JOHN A & ANDREA
1250 N HOUSTON SCHOOL RD
LANCASTER, TEXAS
ORIG TOWN LANCASTER
BLK 5 PT LOT 4

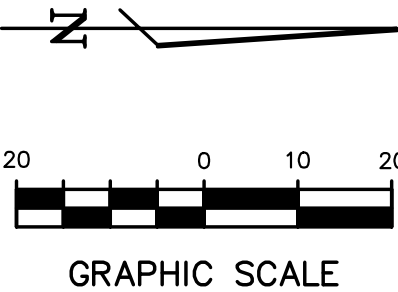
VACANT
107 S DALLAS AVE
CLARK ELLEN
108 N DALLAS AVE
LANCASTER, TEXAS
ORIG TOWN LANCASTER
BLK 5 PT LOTS 1 & 4

VACANT
103 S DALLAS AVE
CLARK ELLEN
108 N DALLAS AVE
LANCASTER, TEXAS
ORIG TOWN LANCASTER
BLK 5 PT LOT 1 & 2 100x70

103 N DALLAS AVE
LANCASTER CITY OF
PO BOX 940
LANCASTER, TEXAS
ORIG TOWN LANCASTER
BLK 16 PT LOTS 3 & 4

VACANT
111 N DALLAS AVE
LANCASTER CITY OF
PO BOX 940
LANCASTER, TEXAS
ORIG TOWN LANCASTER
BLK 16 LOTS 1 & 2

SEE SHEET 1
FOR LEGEND



WATER SERVICES

STA.	ADDRESS
	WATER LINE 'C'
2+01.65	124 HISTORIC TOWN SQUARE
2+14.09	106 HISTORIC TOWN SQUARE
2+36.57	116 HISTORIC TOWN SQUARE
3+01.79	106 HISTORIC TOWN SQUARE
3+35.91	103 HISTORIC TOWN SQUARE
3+35.91	103 HISTORIC TOWN SQUARE
3+35.91	103 HISTORIC TOWN SQUARE
3+35.91	113 HISTORIC TOWN SQUARE

UTILITY NOTE

THE UTILITIES SHOWN ON THE PLANS
WERE COMPILED FROM VARIOUS
SOURCES AND ARE INTENDED TO
SHOW THE GENERAL EXISTENCE AND
LOCATION OF UTILITIES IN THE AREA
OF CONSTRUCTION. THE ENGINEER
ASSUMES NO RESPONSIBILITY FOR
THE ACCURACY OF THE UTILITY
INFORMATION SHOWN ON THE
PLANS. THE CONTRACTOR SHALL
VERIFY THE EXACT LOCATION OF ALL
UTILITIES PRIOR TO CONSTRUCTION.
THE CONTRACTOR SHALL CONTACT
UTILITY COMPANIES 48 HOURS IN
ADVANCE OF ANY CONSTRUCTION
ACTIVITIES IN ORDER TO DETERMINE
IF THERE IS ANY CONFLICT WITH THE
PROPOSED FACILITIES. THE
CONTRACTOR SHALL NOTIFY THE
ENGINEER IMMEDIATELY WHEN
CONFLICTS WITH EXISTING UTILITIES
ARE DISCOVERED.

- NOTES:
1. MINIMUM DEPTH OF COVER OVER WATER MAINS SHALL BE 48"
 2. PVC PIPE WILL BE IN ACCORDANCE WITH AWWA C-900 CLASS 150 (DR-18) UNLESS INDICATED OTHERWISE ON THE PLAN
 3. BORE ALL WATER SERVICES UNLESS NOTED OTHERWISE

112 S DALLAS AVE
HANAN JOHN F
1205 WOODLAND WEST DR #180
ARLINGTON, TEXAS
ORIG TOWN LANCASTER
BLK 1 PT LT 6

VACANT
106 S DALLAS AVE
1414 S BLUE ELMERS RICK
LANCASTER, TEXAS
ORIG TOWN LANCASTER
BLK 1 PT LT 3

VACANT
130 HISTORIC TOWN SQUARE
LANCASTER ECONOMIC DEV
103 HISTORIC TOWN SQU
PO BOX 940
LANCASTER, TEXAS
ORIG TOWN LANCASTER
BLK 1 PT LOTS 5 & 6

124 HISTORIC TOWN
SQUARE
ELERS RICK &
LISA A STEPHANI
1675 W MAIN ST
LANCASTER, TEXAS
ORIG TOWN LANCASTER
BLK 1 PTS LOTS 4&5

116 HISTORIC TOWN
SQUARE
CLARK WALTER T JR
TRUSTEE
954 NOKOMIS RD
LANCASTER, TEXAS
ORIG TOWN LANCASTER
BLK 1 PT LOTS 3&4

VACANT
106 HISTORIC TOWN SQUARE
CLARK ELLEN VIRGINIA
108 N DALLAS AVE
LANCASTER, TEXAS
ORIG TOWN LANCASTER
BLK 1 LOTS 1 & 2

STA 3+37.11, PROP WL 'C'
END PROP. 8" WL
CONNECT TO EXIST. 8" WL
INSTALL:
1-8"x8" TEE
3-8" GATE VALVE
15 LF-8" PVC WL
1-ANCHOR COUPLING
1-8" PLUG W/HORIZ. BLOCKING
N 6903787.25
E 2505765.66

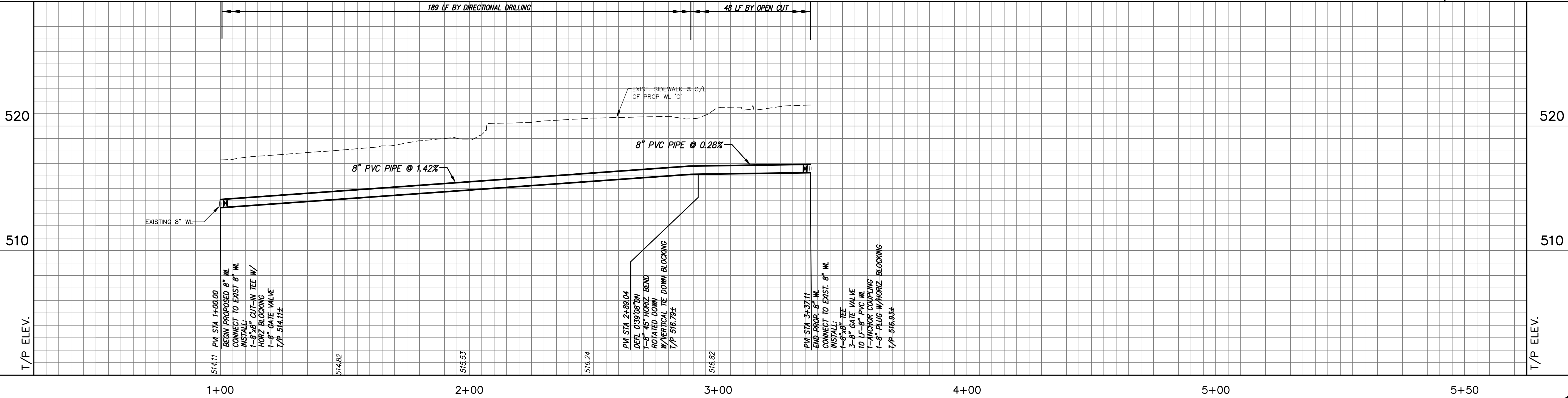
75 SY OF CONC PWMT &
60 LF OF CURB REPAIR.
SEE DETAIL THIS SET OF
PLANS

113 HISTORIC TOWN SQUARE
PEIRSON CHRIS A
3322 SHORECREST SUITE 101
DALLAS, TEXAS
ORIG TOWN LANCASTER
BLK 4 LOTS 7,8 & 0.5FT LOT 9

(SERVED FROM 1ST STREET)
108 N DALLAS AVE
PRELUDE DIGITAL METRICS INC
4400 ALPHA RD
DALLAS, TEXAS
ORIG TOWN LANCASTER
BLK 4 PT LOTS 3 & 4 AC 0.0567

CLARK ELLEN BAIN
108 N DALLAS AVE
LANCASTER, TEXAS
ORIG TOWN LANCASTER
BLK 4 PT LOTS 3 & 4 AC 0.0608

Water Line 'C'



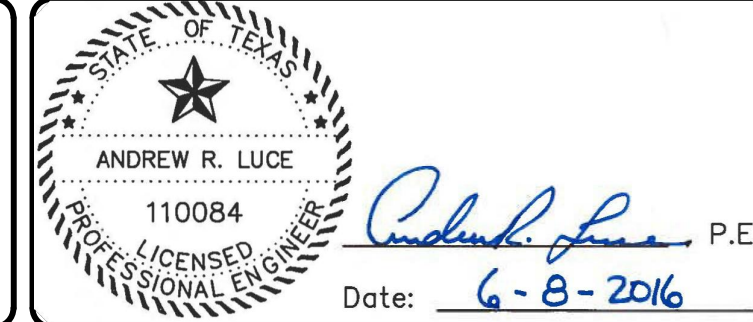
no.	revision	by	date
1	REVISED PROP.WL ALIGNMENT & R.O.W. LOCATION	ARL	05/31/16



scale
horiz 1" = 20'
vert 1" = 4'
date April 2016



teague nall & perkins
1100 Macon Street
Fort Worth, Texas 76102
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpinc.com



City of Lancaster, Texas
Water Line Improvements for
E 2nd St, Dallas Ave, Main St & Lancaster Hutchins Rd
Water Line 'C' Plan
Sta 1+00 to End

tnp project
LAN15135
sheet
5
of
19

SECTION VI

EXHIBIT O- CONTRACTOR'S QUALIFICATION

EXPERIENCE RECORD

List of Projects your Organization has successfully completed:

Amount of Contract Award	Type of Work	Date Accepted	Name and Address of Owner

List of Projects your Organization is now engaged in completing:

Amount of Contract Award	Type of Work	Anticipated Date of Completion	Name and Address of Owner

[illegible]

ER-2

EQUIPMENT SCHEDULE

List of Equipment owned by bidder that is in serviceable condition and available for use:

Portions of work Bidder proposes to sublet if Awarded the Contract including amount and type:

FINANCIAL STATEMENT

Condition of Bidder at close of Business month, _____, _____.

1. Cash on hand	\$ _____	\$ _____
In Bank	\$ _____	\$ _____
Elsewhere	\$ _____	\$ _____
2. Accounts receivable from completed Contracts (exclusive of claims not Approved for payment)	\$ _____	\$ _____
3. Accounts receivable from other sources than above	\$ _____	\$ _____
4. Amounts earned on uncompleted contracts (not included in Item 3) (Contract price on completed portion of uncompleted contracts less total cost of completed portion)		\$ _____
5. Deposits for bids on other guarantees		\$ _____
6. Notes Receivable Past Due	\$ _____	
Due 90 days	\$ _____	
Due Later	\$ _____	\$ _____
7. Interest Earned	\$ _____	
8. Real Estate, Business Property, Present value	\$ _____	
Other property, present value	\$ _____	\$ _____
9. Stocks & Bonds, Listed on Exchange	\$ _____	
Unlisted	\$ _____	\$ _____
10. Equipment, Machinery, Fixtures	\$ _____	\$ _____
Less Depreciation	\$ _____	\$ _____
11. Other Assets	\$ _____	
TOTAL ASSETS	\$ _____	\$ _____

LIABILITIES AND NET WORTH

1.	Notes Payable to Banks Regular	\$ _____	
	(For Certified Checks)	\$ _____	
	Equipment Obligations	\$ _____	
	Others	\$ _____	\$ _____
2.	Accounts Payable Current	\$ _____	
	Past Due	\$ _____	\$ _____
3.	Real Estate Mortgages	\$ _____	
4.	Other Liabilities	\$ _____	
5.	Reserves	\$ _____	
6.	Capital Stock Paid		
	Common	\$ _____	
	Preferred	\$ _____	
7.	Surplus	\$ _____	
	TOTAL LIABILITIES	\$ _____	\$ _____

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2

☐

Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3

Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money.

4

Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

FORM CIQ

Page 2

5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

☐

Yes

☐

No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

☐

Yes

☐

No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐

Yes

☐

No

D. Describe each affiliation or business relationship.

6 Describe any other affiliation or business relationship that might cause a conflict of interest.

7

Signature of person doing business with the governmental entity

Date



THE CITY OF LANCASTER

WATER LINE IMPROVEMENTS

FOR

East 2nd St, Dallas Ave, Main St, Pleasant Run Rd/Jefferson Ave & Lancaster-Hutchins Rd

CITY OF LANCASTER
APPROVED FOR
CONSTRUCTION

"These plans have been reviewed and approved by
Dipak Patel on 5-12-16

This approval will become void after one year
of the indicated approval date. Exceptions to this
approval are as follows:

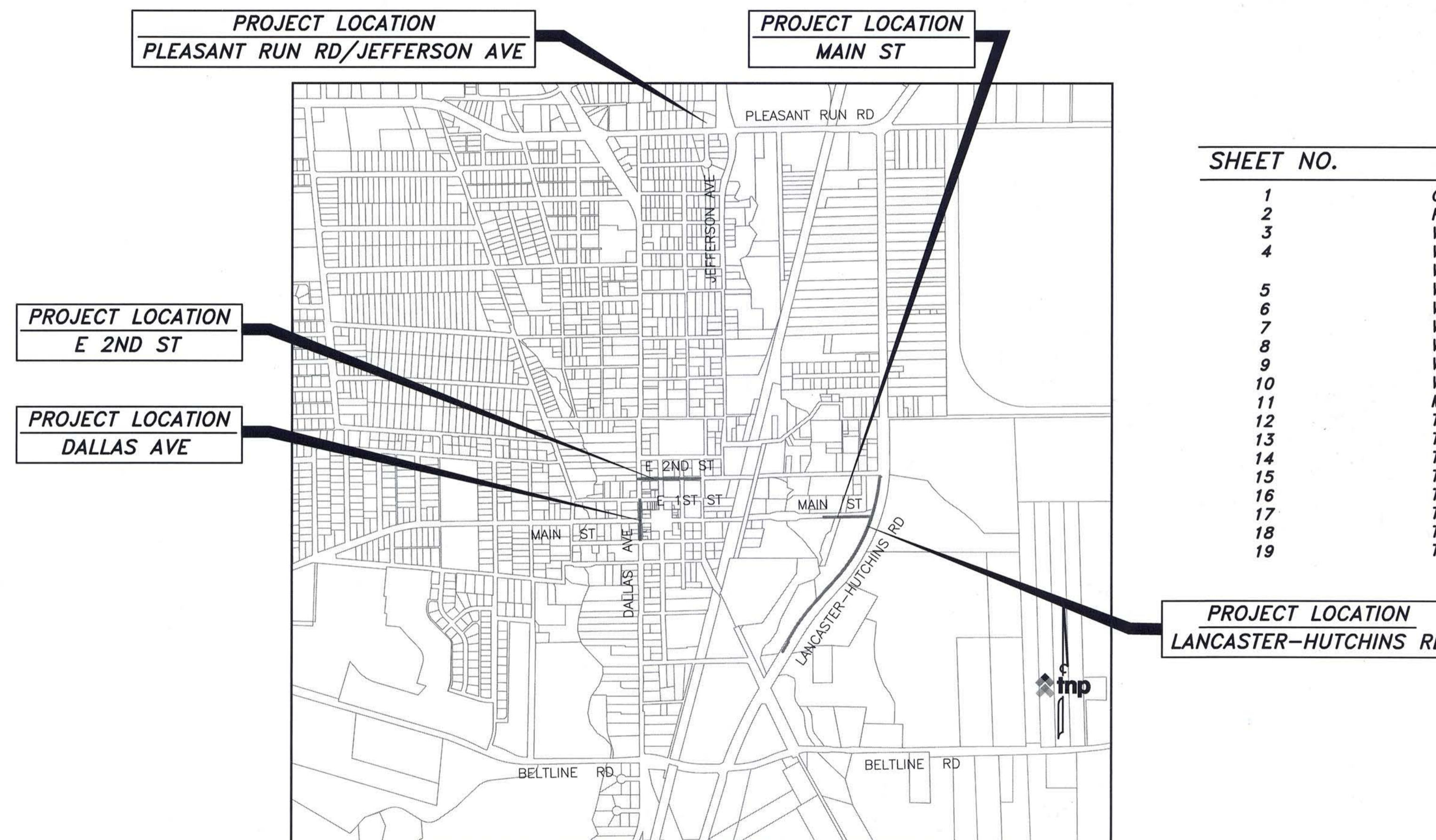
By approving these plans, the Public Works &
Development Services Department does not assume any
liability for engineering design nor does approval
release the design engineer from liability for errors or
omissions in the design both during and after
construction.

MAYOR
MARCUS E. KNIGHT

CITY COUNCIL
CAROL STRAIN-BURK
STANLEY JAGLOWSKI
MARCO MEJIA
JAMES DANIELS
LaSHONJIA HARRIS
NINA MORRIS

CITY MANAGER
OPAL MAULDIN-ROBERTSON

DIRECTOR OF PUBLIC WORKS
JIM BREWER



LOCATION MAP

PREPARED BY:



teague nall & perkins
1100 Macon Street
Fort Worth, Texas 76102
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpinc.com

SHEET NO.	DESCRIPTION
1	GENERAL NOTES & LEGEND
2	PROJECT LAYOUT & CONTROL DATA
3	WATER LINE 'A' PLAN - STA 1+00 TO STA 18+50
4	WATER LINE 'A' PLAN - STA 18+50 TO END
5	WATER LINE 'B' PLAN - STA 1+00 TO END
6	WATER LINE 'C' PLAN - STA 1+00 TO END
7	WATER LINE 'D' PLAN - STA 1+00 TO END
8	WATER SERVICES - PLEASANT RUN RD/JEFFERSON AVE
9	WATER LINE DETAILS (1 OF 3)
10	WATER LINE DETAILS (2 OF 3)
11	WATER LINE DETAILS (3 OF 3)
12	MISCELLANEOUS DETAILS
13	TRAFFIC CONTROL PLAN
14	TRAFFIC CONTROL DETAILS
15	TxDOT PAVEMENT MARKING DETAIL - PM (1)-12
16	TxDOT PAVEMENT MARKING DETAIL - PM (2)-12
17	TxDOT PAVEMENT MARKING DETAIL - PM (3)-12
18	TxDOT PAVEMENT MARKING DETAIL - PM (4)-12
19	TxDOT LOOP DETECTOR INSTALLATION DETAIL - LD (1)-03
	TxDOT LOOP DETECTOR INSTALLATION DETAIL - LD (2)-03



BY: Andrew R. Luce, P.E.
Date: 4-7-2016



GENERAL NOTES

GENERAL CONSTRUCTION NOTES:

- ALL MATERIAL AND CONSTRUCTION SHALL CONFORM TO APPLICABLE PROJECT SPECIFICATIONS, SPECIFICATIONS OF THE CITY OF LANCASTER, THE NORTH CENTRAL TEXAS COUNCIL OF GOVERNMENTS' "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION", FOURTH EDITION, THE REFERENCED SPECIFICATIONS CONTAINED IN THE TxDOT STANDARD SPECIFICATIONS FOR CONSTRUCTION OF HIGHWAYS, STREETS AND BRIDGES, 2004, AND APPLICABLE CITY OF LANCASTER "STANDARD DETAILS OF CONSTRUCTION".
- PRIOR TO BEGINNING CONSTRUCTION, THE CONTRACTOR OR HIS/HER AUTHORIZED REPRESENTATIVE SHALL CONVENE A PRE-CONSTRUCTION CONFERENCE BETWEEN LANCASTER PERSONNEL, THE CONSULTING ENGINEER, OWNER (IF APPLICABLE), PUBLIC UTILITY COMPANIES AND ANY OTHER AFFECTED PARTIES. NOTIFY THE DIRECTOR OF PUBLIC WORKS, JIM BREWER AT (972)218-1208 AT LEAST 48 HOURS PRIOR TO BEGINNING CONSTRUCTION.
- PRIOR TO ANY CONSTRUCTION, THE CONTRACTOR SHALL APPLY FOR AND SECURE ALL PROPER PERMITS FROM THE APPROPRIATE AUTHORITIES.
- THE CONTRACTOR SHALL VERIFY ALL DEPTHS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO ANY CONSTRUCTION. ANY DISCREPANCIES WITH THE CONSTRUCTION PLANS FOUND IN THE FIELD SHALL BE BROUGHT IMMEDIATELY TO THE ATTENTION OF THE CONSULTING ENGINEER AND/OR PUBLIC WORKS DIRECTOR AND THE CITY OF LANCASTER'S CONSTRUCTION INSPECTOR (PROJECT INSPECTOR).
- THE CONTRACTOR SHALL GIVE THE CITY OF LANCASTER 48 HOURS NOTICE BEFORE BEGINNING EACH PHASE OF CONSTRUCTION.
- ANY EXISTING UTILITIES, PAVEMENT, CURBS, SIDEWALKS, STRUCTURES, SIGNS (AND THEIR POLES), TREES, ETC., WILL BE ASSUMED TO BE IN GOOD CONDITION UNLESS OTHERWISE BROUGHT TO THE ATTENTION OF THE PROJECT INSPECTOR.
- WHEN CONSTRUCTION IS BEING CARRIED OUT WITHIN EASEMENTS, THE CONTRACTOR SHALL CONFINE HIS/HER WORK TO WITHIN THE PERMANENT AND/OR TEMPORARY EASEMENTS. PRIOR TO FINAL ACCEPTANCE, THE CONTRACTOR SHALL BE RESPONSIBLE FOR REMOVING ALL TRASH AND DEBRIS WITHIN THE PERMANENT AND TEMPORARY EASEMENTS. CLEAN-UP SHALL BE TO THE SATISFACTION OF THE CITY OF LANCASTER.
- DURING CONSTRUCTION, ALL MATERIAL TESTING SHALL BE COORDINATED WITH THE PROJECT INSPECTOR. THE CONTRACTOR WILL BE RESPONSIBLE TO COMPLY WITH ALL SPECIFICATIONS. ALL TESTING SHALL BE DONE BY AN INDEPENDENT TESTING LABORATORY THAT IS APPROVED BY THE CITY OF LANCASTER. THE PROJECT INSPECTOR SHALL BE PRESENT DURING ALL TESTS. THE PROJECT INSPECTOR SHALL BE GIVEN A MINIMUM OF 24 HOURS ADVANCE NOTICE PRIOR TO ANY TESTING. INSPECTIONS AND TESTS AS REQUIRED BY THE CITY WILL INITIALLY BE PAID FOR BY THE CITY OF LANCASTER. THE CONTRACTOR SHALL FURNISH AT HIS/HER EXPENSE ALL NECESSARY SPECIMENS AND SAMPLES FOR TESTING. ANY TEST RESULTS NOT MEETING THE SPECIFICATIONS SHALL REQUIRE ADDITIONAL TESTS AND INSPECTIONS, BOTH OF WHICH SHALL BE PAID FOR BY THE CONTRACTOR. THE PUBLIC WORKS DIRECTOR AND/OR THE PROJECT INSPECTOR WILL DETERMINE THE ADDITIONAL TESTING AND EXTRA INSPECTION REQUIRED TO INSURE CONFORMANCE WITH THE CONTRACT DOCUMENTS.
- ANY UTILITIES (CABLE, SANITARY SEWER, WATER, STORM DRAIN, ELECTRIC, GAS, TELEPHONE, ETC.) DAMAGED BY THE CONTRACTOR WILL BE THE RESPONSIBILITY OF THE CONTRACTOR TO REPAIR.
- ALL AREAS DISTURBED OR EXPOSED DURING CONSTRUCTION SHALL BE REVEGETATED IN ACCORDANCE WITH THE CONSTRUCTION PLANS AND/OR PROJECT SPECIFICATIONS. REVEGETATION OF ALL DISTURBED OR EXPOSED AREAS SHALL CONSIST OF SODDING, SEEDING OR HYDROMULCH AS APPROVED BY THE PROJECT INSPECTOR. HOWEVER, THE TYPE OF REVEGETATION MUST EQUAL OR EXCEED THE TYPE OF VEGETATION PRESENT BEFORE CONSTRUCTION UNLESS OTHERWISE REQUESTED BY THE PROPERTY OWNER IN WRITING.
- THE CITY ENGINEER SHALL NOT BE PETITIONED FOR ACCEPTANCE OF THE CONSTRUCTION IMPROVEMENTS UNTIL THE CONTRACTOR HAS CONSULTED WITH THE PROJECT INSPECTOR TO DETERMINE IF A FINAL INSPECTION IS WARRANTED.
- COORDINATE SYSTEM USED FOR THIS PROJECT IS BASED ON NAD 83.
- ALL BARRICADES, WARNINGS, AND DETOUR SIGNS ALONG WITH ANY OTHER PROVISIONS FOR PUBLIC SAFETY AND CONVENIENCE SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND SHALL BE PROVIDED AT HIS/HER EXPENSE.

UTILITY PROTECTION:

- THE CONTRACTOR SHALL MAKE NECESSARY PROVISIONS FOR THE PROTECTION AND SUPPORT OF ALL UTILITY FACILITIES AND EXISTING STRUCTURES (INCLUDING BUT NOT LIMITED TO, UTILITY POLES, GAS MAINS, TELEPHONE CABLES, ELECTRIC CABLES, TV CABLES, DRAINAGE PIPES AND STRUCTURES, UTILITY SERVICES, OTHER UTILITIES, FENCES, TREES AND SHRUBS) BOTH ABOVE AND BELOW THE GROUND DURING CONSTRUCTION. IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL UTILITY OWNERS PRIOR TO ANY CONSTRUCTION IN THE AREA AND VERIFY THE ACTUAL LOCATION OF ALL BURIED UTILITIES THAT MAY OR MAY NOT BE SHOWN ON THE PLANS. THE CONTRACTOR SHALL PRESERVE AND PROTECT ALL UNDERGROUND AND OVERHEAD FACILITIES AND BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY CONTRACTOR'S OPERATIONS.
- THE UTILITY COMPANIES SHALL BE NOTIFIED BY CALLING 1-800-DIG-TESS (1-800-344-8377) AT LEAST 48 HOURS PRIOR TO CONSTRUCTION. WHEN CALLING THIS AGENCY, THE CONTRACTOR SHALL PROVIDE MAPSCO GRID NUMBERS FOR THE WORK AREA AND SHALL RECORD THE CONFORMATION NUMBERS ISSUED BY DIG TESS. THESE NUMBERS SHALL BE PROVIDED TO THE CITY ON DEMAND.

WATER NOTES

- ALL WATER LINE CROSSINGS OF SANITARY SEWER LINES SHALL BE AS SHOWN IN THE PLANS AND MEET TNRCC REQUIREMENTS.
- PIPES 12 INCHES IN DIAMETER AND SMALLER SHALL BE POLYVINYL CHLORIDE (P.V.C.) MEETING THE REQUIREMENTS OF AWWA C900 DR 18 OR DUCTILE IRON PIPE (D.I.P.) MEETING THE REQUIREMENTS OF AWWA C 151 CLASS 50 PIPE. ALL D.I.P. SHALL BE WRAPPED WITH POLYETHYLENE LINER.
- FOR PIPES LARGER THAN 12 INCHES IN DIAMETER, THE PIPE SHALL BE REINFORCED CONCRETE CYLINDER PIPE (AWWA C301 OR AWWA C303), DUCTILE IRON PIPE (AWWA C151 CLASS 50) OR POLYVINYL CHLORIDE PIPE UP TO 18 INCHES MEETING THE REQUIREMENTS OF AWWA C905-235 P.S.I. RATED PIPE.
- ALL VALVES ON PIPES 12 INCHES AND SMALLER SHALL BE RESILIENT SEALED WEDGE VALVES (AWWA C509).
- ALL VALVES ON PIPES LARGER THAN 12 INCHES BUT SMALLER THAN 30 INCHES SHALL BE BUTTERFLY VALVES (AWWA C504) OR WEDGE VALVES (AWWA C509).
- ALL VALVES ON PIPES 30 INCHES AND LARGER SHALL BE BUTTERFLY VALVES (AWWA C504).
- EMBEDMENT SHALL BE AS SHOWN IN THE PLANS. BACKFILL WITHIN THE LIMITS OF EXISTING AND PROPOSED PAVEMENT SHALL BE COMPACTED TO 95% STANDARD PROCTOR. OUTSIDE PAVEMENT (EXISTING OR PROPOSED) SHALL BE COMPACTED TO MINIMUM OF 95% STANDARD PROCTOR. ALL COMPACTION SHALL BE BY MECHANICAL METHODS.
- WATER LINES SHALL BE PRESSURE TESTED IN ACCORDANCE WITH NCTCOG ITEM 6.7.3.
- ALL HORIZONTAL AND VERTICAL BENDS SHALL BE BLOCKED.

TRENCH SAFETY NOTES:

- THE CONTRACTOR SHALL COMPLY WITH THE LAWS OF THE STATE OF TEXAS AND THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS. TRENCHES OVER FIVE FEET (5') IN DEPTH SHALL BE SLOPED, SHORED, SHEETED, BRACED OR OTHERWISE SUPPORTED. TRENCHES LESS THAN FIVE FEET (5') IN DEPTH SHALL ALSO BE EFFECTIVELY PROTECTED. TRENCH SAFETY SYSTEMS TO BE UTILIZED FOR THIS PROJECT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND NOT THE CITY OF LANCASTER.
- IN ACCORDANCE WITH THE U.S. OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION REGULATIONS, WHEN EMPLOYEES ARE REQUIRED TO BE IN TRENCHES FOUR FEET (4') OR MORE IN DEPTH, ADEQUATE MEANS OF EXIT, SUCH AS A LADDER OR STEPS, MUST BE PROVIDED AND LOCATED SO AS TO REQUIRE NO MORE THAN TWENTY-FIVE FEET (25') OF LATERAL TRAVEL.

LEGEND

(FOR PLAN & PROFILE SHEETS)

EXISTING FEATURES

- BOLLARD
- SAN SEWER CLEANOUT
- CONTROL POINT
- CABLE TV RISER
- FIRE HYDRANT
- GAS METER
- GAS VALVE
- FENCE
- IRON ROD FOUND (NO SIZE)
- IRON ROD FOUND (WITH SIZE)
- LIGHT POLE
- MAIL BOX
- ELECTRIC MANHOLE
- GAS MANHOLE
- STORM DRAIN MANHOLE
- SAN SEWER MANHOLE
- TELEPHONE MANHOLE
- WATER MANHOLE
- ELECTRIC PULL BOX
- POWER POLE W/GUY WIRE
- SIGN
- SIGN POST
- SPRINKLER HEAD
- SPRINKLER VALVE
- BENCH MARK
- TELEPHONE RISER
- TREE (WITH SIZE)
- WATER METER
- WATER VALVE

- ASPHALT SURFACE
- OVERHEAD ELECTRICAL
- UNDER GROUND TELEPHONE
- PROPERTY LINE
- EXISTING WATER
- EXISTING SANITARY SEWER

PROPOSED FEATURES

- FIRE HYDRANT
- WATER VALVE
- WATER METER BOX
- MANHOLE
- DOUBLE CLEANOUT ON PROP. SEWER SERVICE
- TREE REMOVAL
- CONCRETE PAVEMENT
- GRAVEL SURFACE
- HMAC PAVEMENT
- DRAINAGE DIRECTION & GRADE
- AIR & VACUUM RELEASE VALVE
- NATURAL GRADE ELEVATION
- TOP OF PAVEMENT ELEVATION
- POINT OF INFLECTION
- POINT OF VERTICAL INFLECTION
- BEGIN VERTICAL CURVE
- END VERTICAL CURVE
- TOP OF CURB
- FLOW LINE
- TOP OF PAVEMENT
- HYDRAULIC GRADE LINE
- REINFORCED CONC. WHEELCHAIR RAMPS (WITH TYPE)

Drawing: C:\PROJECTS\LAN15135\Drawings\WATER PLAN SET\02-WATER GENERAL NOTES & LEGEND.dwg at Apr 08, 2016-2:13pm by Paul.J
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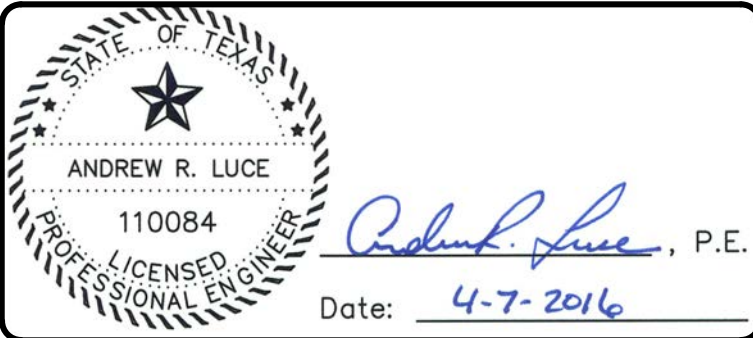
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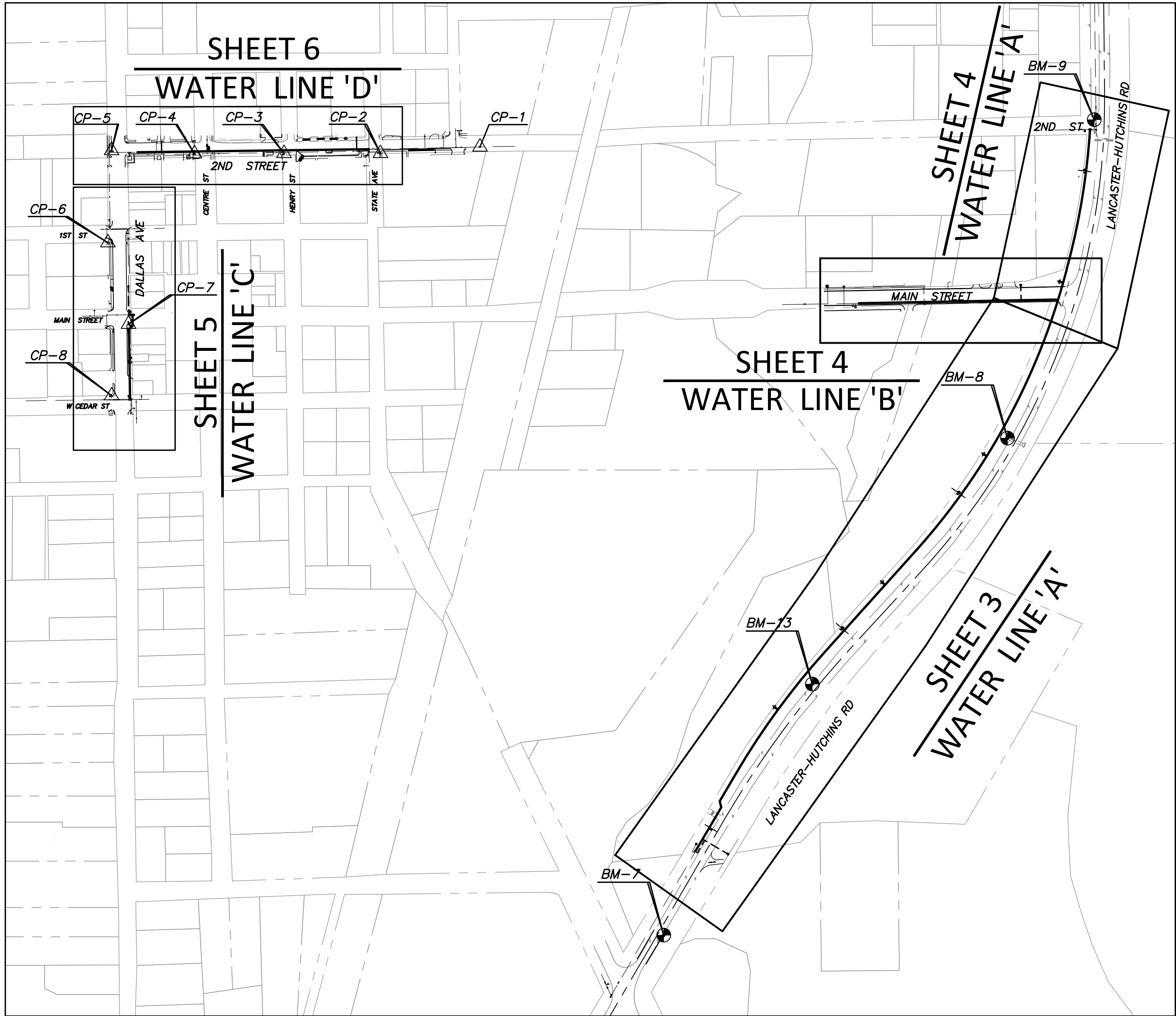
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City of Lancaster, Texas
Water Line Improvements for
E 2nd St, Dallas Ave, Main St & Lancaster Hutchins Rd
General Notes & Legend

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LAN15135
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Drawing: C:\PROJECTS\LAN15135\Drawings\Water Plan Set\03-Water Project Layout & Control.dwg at Apr 08, 2016-2:13pm by Paul_U
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CONTROL POINTS

NUMBER	DESC	ELEV	NORTHING	EASTING
CP-1	PK NAIL	517.33	6904256.97	2506716.136
CP-2	X_CUT	522.35	6904239.50	2506443.895
CP-3	PK NAIL	523.87	6904239.31	2506179.797
CP-4	X_CUT	525.75	6904238.38	2505935.056
CP-5	X_CUT	526.63	6904247.50	2505708.071
CP-6	PK NAIL	523.94	6903994.95	2505698.294
CP-7	PK NAIL	520.96	6903771.84	2505754.673
CP-8	X_CUT	517.86	6903576.23	2505708.490

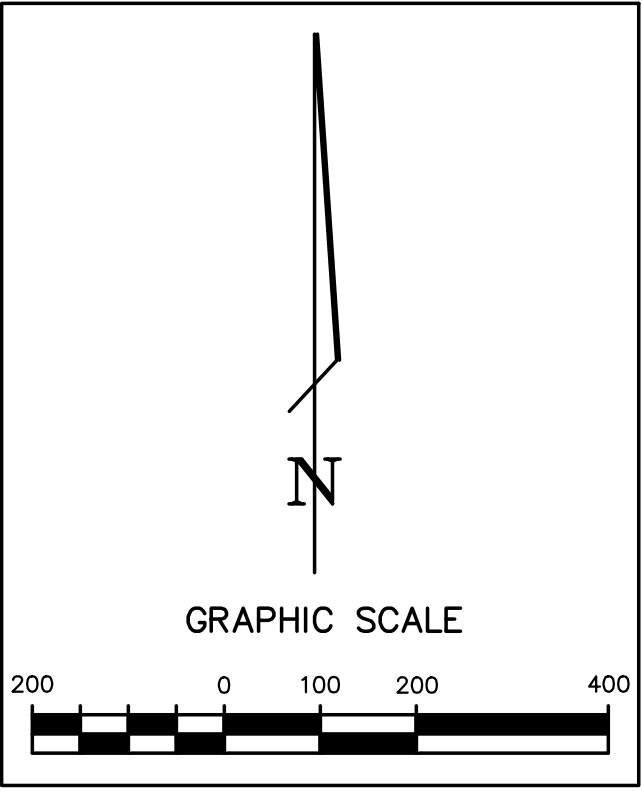
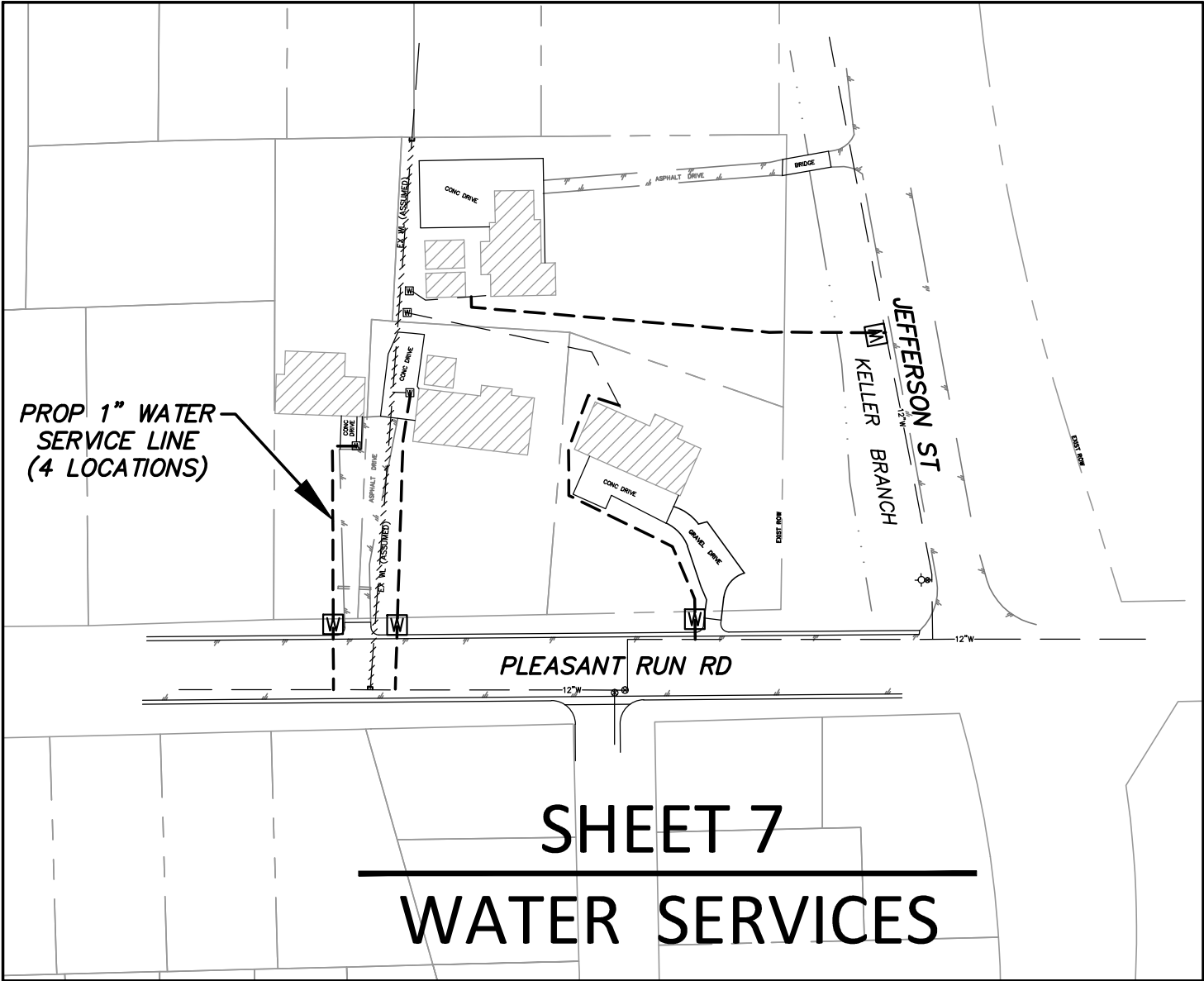
BENCH MARKS

BM 7 - 3.5" BRASS DISK STAMPED "SSC SURVEY MONUMENT NO. BM508" FOUND AT THE NORTHEAST CORNER OF THE S LANCASTER-HUTCHINS RD BRIDGE OVER KELLER BRANCH CREEK. APPROX 3' EAST OF THE EAST EDGE OF S LANCASTER-HUTCHINS RD AND APPROX 180' NORTH OF THE NORTH EDGE OF NOKOMIS RD.
N 6902099.0
E 2507219.0
ELEV = 490.21

BM 8 - BOX CUT ON THE CENTER OF A CONCRETE HEADWALL. APPROX 7' WEST OF THE WEST EDGE OF N LANCASTER-HUTCHINS RD AND APPROX 415' SOUTH OF THE CENTERLINE OF E MAIN STREET.
N 6903459.9
E 2508159.6
ELEV = 507.69

BM 9 - PK NAIL SET IN THE ASPHALT PAVEMENT ON THE NORTH SIDE OF E SECOND STREET. APPROX 8.5' SOUTH OF THE NORTH END OF AN 18" RCP AND APPROX 27' WEST OF THE CENTERLINE OF N LANCASTER-HUTCHINS RD.
N 6904331.6
E 2508397.0
ELEV = 514.98

BM 13 - PK NAIL SET IN THE ASPHALT PAVEMENT OF S LANCASTER-HUTCHINS RD. APPROX 5' EAST OF THE EAST EDGE OF N LANCASTER-HUTCHINS RD AND APPROX 425' NORTH OF A DRIVEWAY AT 441 N LANCASTER-HUTCHINS RD.
N 6902786.5
E 2507625.4
ELEV = 497.49



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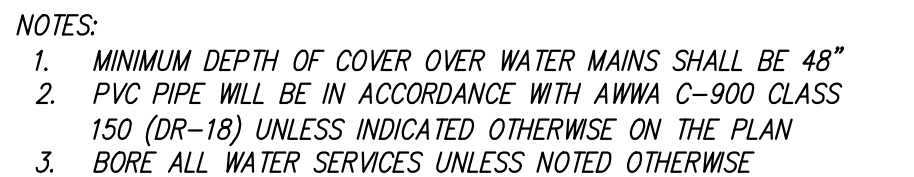
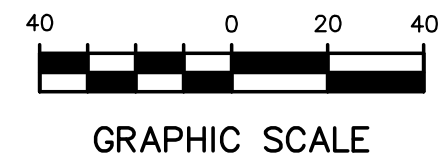
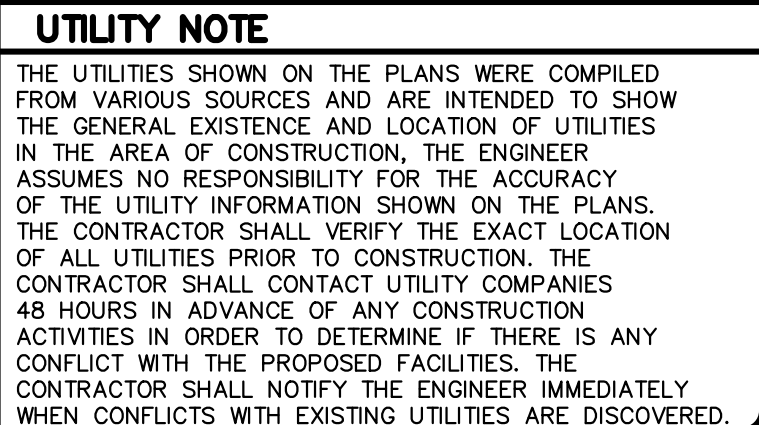


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City of Lancaster, Texas
Water Line Improvements for
E 2nd St, Dallas Ave, Main St & Lancaster Hutchins Rd
Project Layout & Control Data

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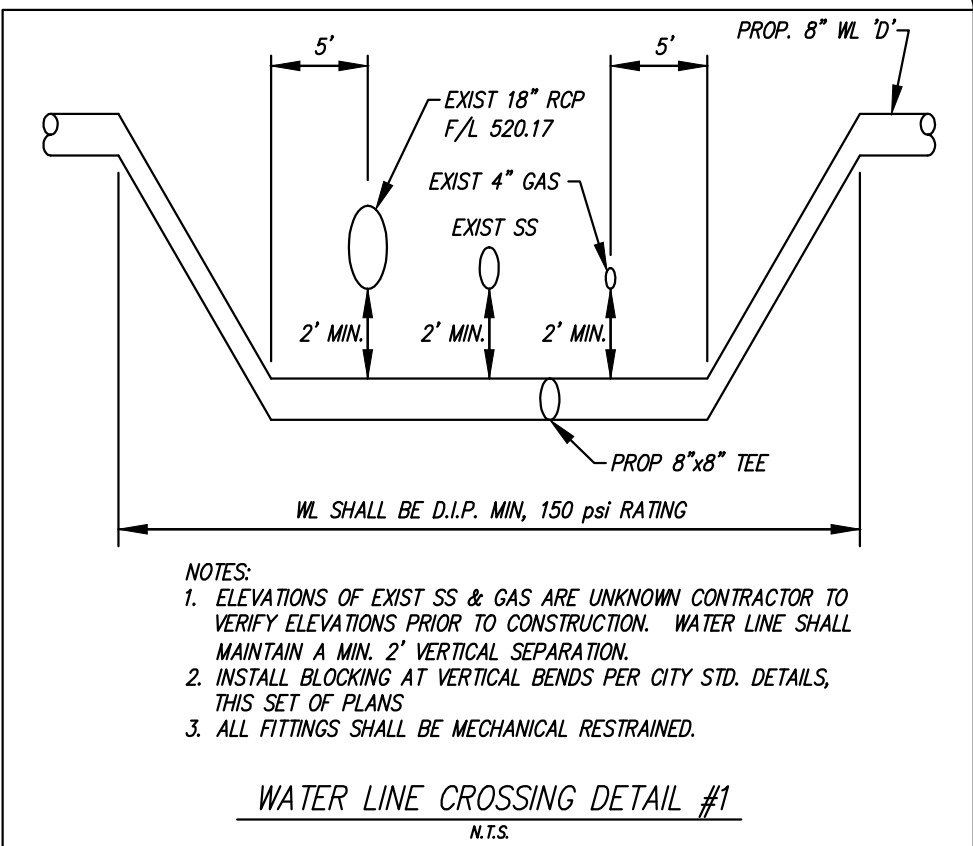
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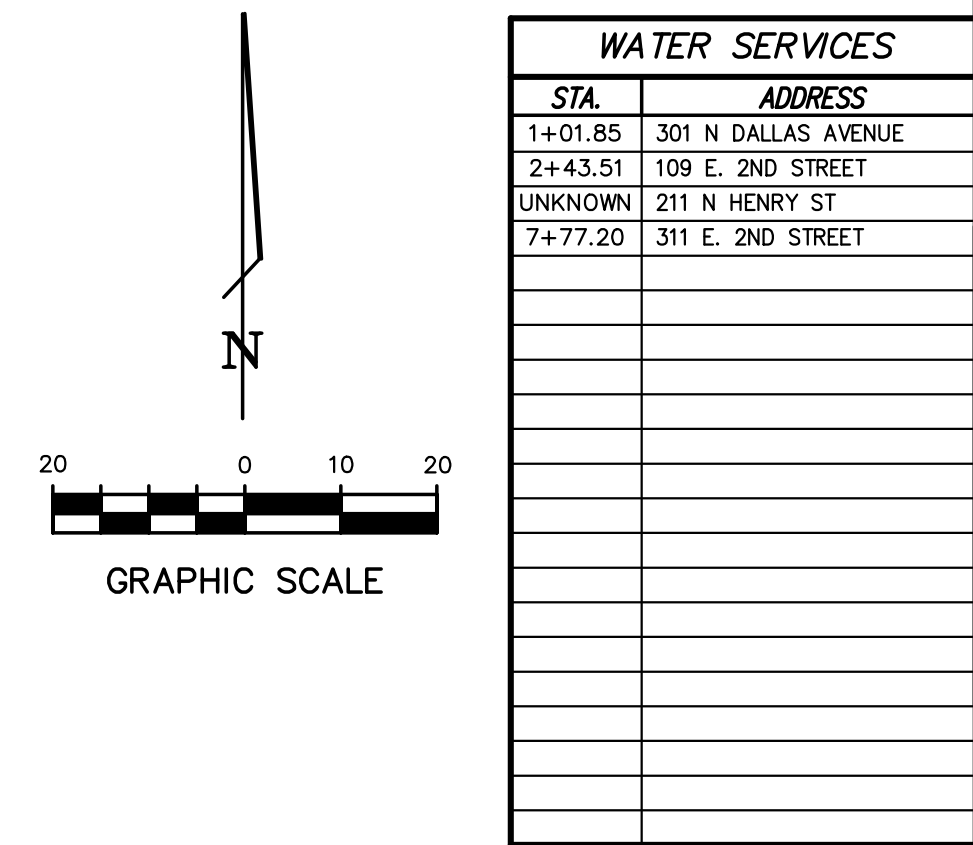
City of Lancaster, Texas
Water Line Improvements for E 2nd St, Dallas Ave, Main St & Lancaster Hutchins Rd
Water Line 'A' Plan Sta 18+50 to End Water Line 'B' Plan Sta 1+00 to End

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- NOTES:
1. MINIMUM DEPTH OF COVER OVER WATER MAINS SHALL BE 48"
 2. PVC PIPE WILL BE IN ACCORDANCE WITH AWWA C-900 CLASS 150 (DR-18) UNLESS INDICATED OTHERWISE ON THE PLAN
 3. BORE ALL WATER SERVICES UNLESS NOTED OTHERWISE

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UTILITY NOTE

THE UTILITIES SHOWN ON THE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF UTILITIES IN THE AREA OF CONSTRUCTION. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE UTILITY INFORMATION SHOWN ON THE PLANS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES IN ORDER TO DETERMINE IF THERE IS ANY CONFLICT WITH THE PROPOSED FACILITY. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

SEE SHEET 1
FOR LEGEND

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date
April 2016



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Andrew Luce, P.E.
Date: 4-7-2016

City of Lancaster, Texas
Water Line Improvements for
E 2nd St, Dallas Ave, Main St & Lancaster Hutchins Rd
Water Line 'D' Plan
Sta 1+00 to End

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of
19

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April 2016

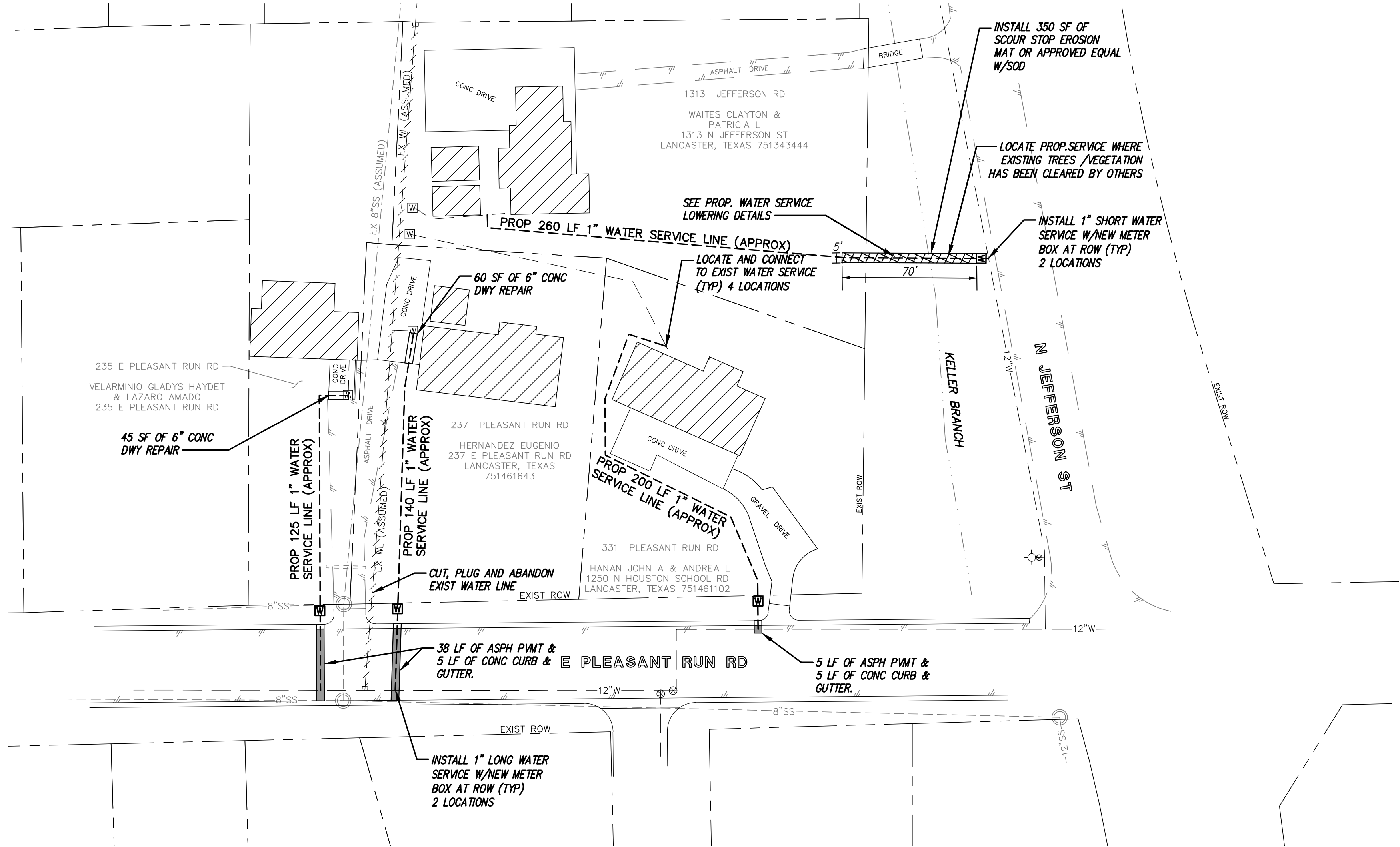


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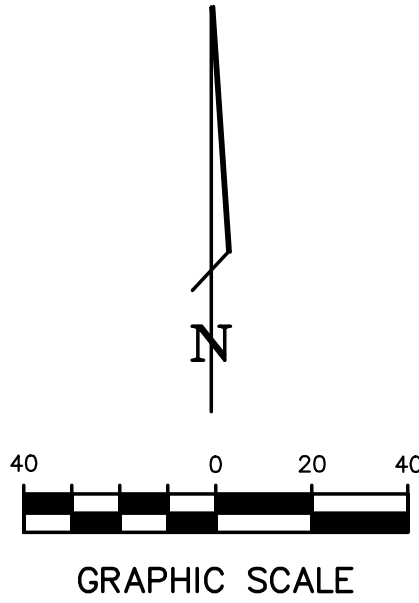


City of Lancaster, Texas
Water Line Improvements for
E 2nd St, Dallas Ave, Main St & Lancaster Hutchins Rd
Water Service
Pleasant Run Rd/Jefferson Ave

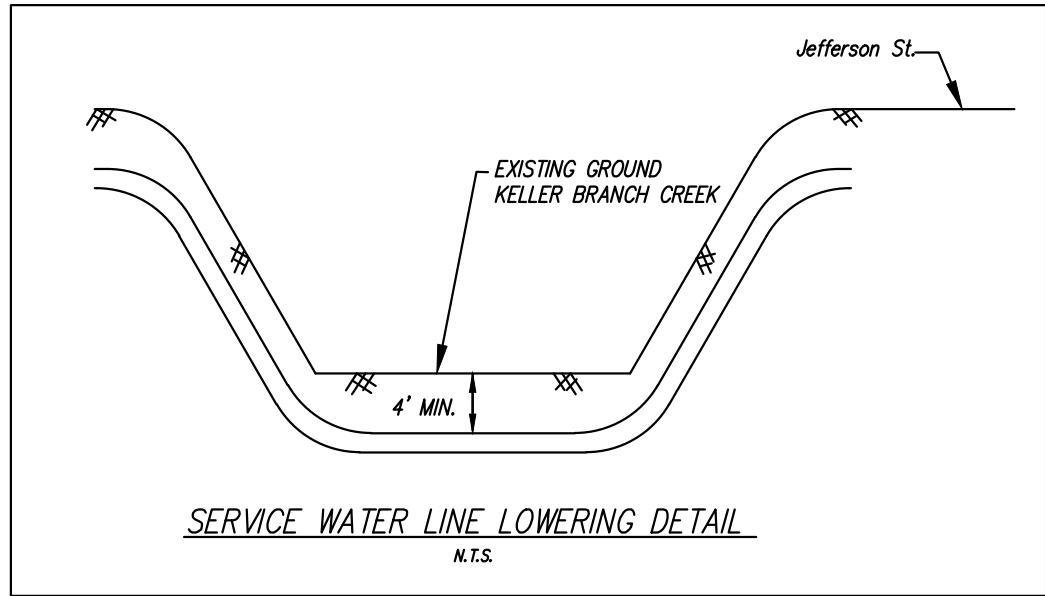
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Water Services

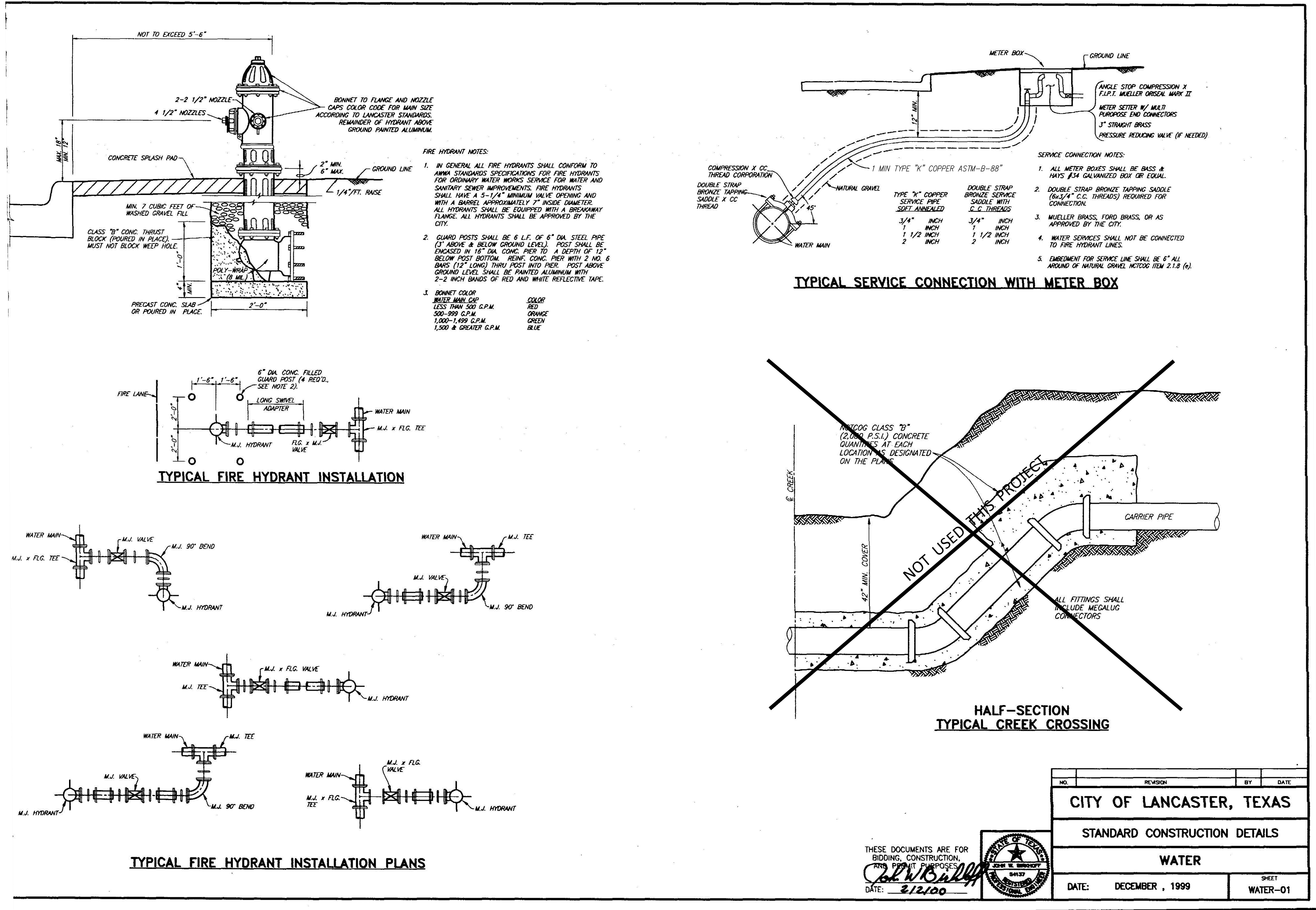


- NOTES:
(FOR ALL SERVICES, THIS SHEET)
1. PROP SERVICES SHALL BE CONNECTED TO EXIST MAINS AS SHOWN. THE PROP SERVICES SHALL BE PAID PER EACH (LONG OR SHORT SERVICE) FROM THE MAIN TO THE RIGHT OF WAY, INCLUDING THE CONNECTION TO THE MAIN.
 2. ANY WORK PERFORMED ON PRIVATE PROPERTY SHALL BE PERFORMED BY A LICENSED PLUMBER AND WILL BE PAID PER LINEAR FOOT OF NEW WATER SERVICE INSTALLED ON PRIVATE PROPERTY.
 3. NEW METER BOXES SHALL BE INSTALLED FOR EACH SERVICE AND WILL BE PAID PER EACH.
 4. THE CITY SHALL SUPPLY NEW METERS TO THE CONTRACTOR TO INSTALL. WORK WILL BE SUBSIDIARY TO THE SERVICE BID ITEM.
 5. ANY DISTURBED AREA ON PRIVATE PROPERTY SHALL BE RESTORED WITH GRASS SOD.
 6. ANY TREE TRIMMING OR TEMPORARY FENCE REMOVAL/REINSTALLATION WILL BE CONSIDERED SUBSIDIARY WITH NO SEPARATE PAY ITEM.



UTILITY NOTE
THE UTILITIES SHOWN ON THE PLANS WERE COMPILED FROM VARIOUS SOURCES AND ARE INTENDED TO SHOW THE GENERAL EXISTENCE AND LOCATION OF UTILITIES IN THE AREA OF CONSTRUCTION. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE UTILITY INFORMATION SHOWN ON THE PLANS. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL CONTACT UTILITY COMPANIES 48 HOURS IN ADVANCE OF ANY CONSTRUCTION ACTIVITIES IN ORDER TO DETERMINE IF THERE IS ANY CONFLICT WITH THE PROPOSED FACILITIES. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS WITH EXISTING UTILITIES ARE DISCOVERED.

SEE SHEET 1
FOR LEGEND

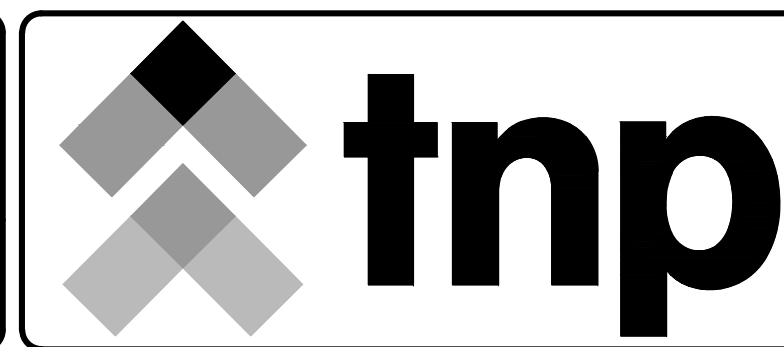


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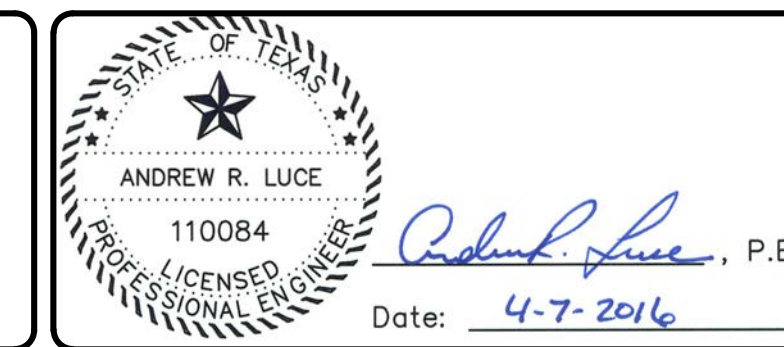
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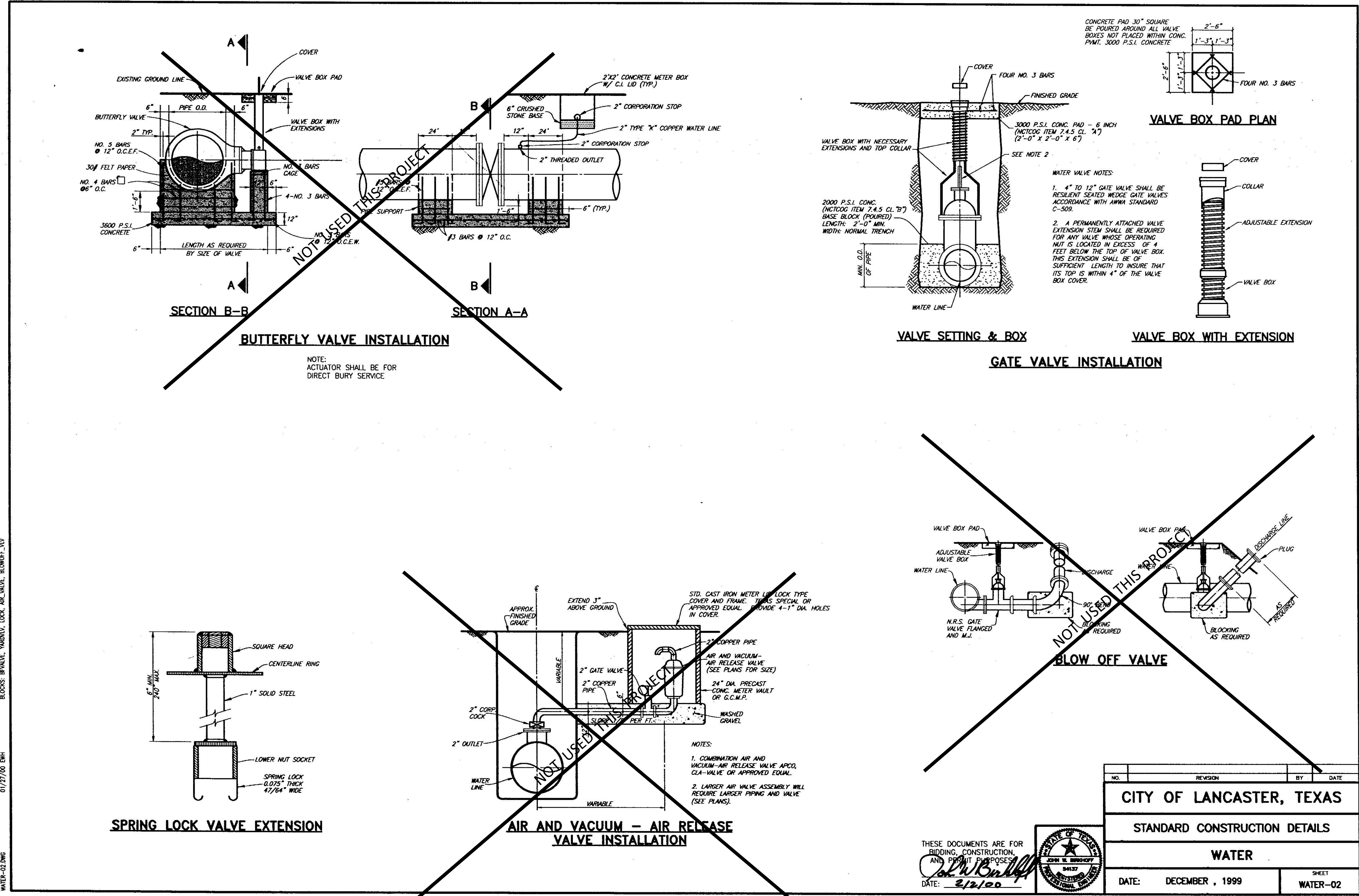
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City of Lancaster, Texas
Water Line Improvements for
E 2nd St, Dallas Ave, Main St & Lancaster Hutchins Rd
Water Details (1 of 3)

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sheet
8
of
19

BLOCKS: BVALVE, YARDVAL, LOCK, AIR_VALVE, BLOWOFF_VALVE
01/27/00 EWH
WATER-02.DWG



NO.	REVISION	BY	DATE
CITY OF LANCASTER, TEXAS			
STANDARD CONSTRUCTION DETAILS			
WATER			
DATE: DECEMBER, 1999			SHEET WATER-02

THESE DOCUMENTS ARE FOR BIDDING, CONSTRUCTION, AND PERMIT PURPOSES.
DATE: 2/2/00
Professional Engineer Seal: Andrew R. Luce, State of Texas, License No. 110084, dated 4-7-2016.

Drawing: C:\PROJECTS\LAN15135\Drawings\WATER PLAN SET\WATER DETAILS 2.dwg at Apr 08, 2016 - 2:15pm by Paul J. Luce
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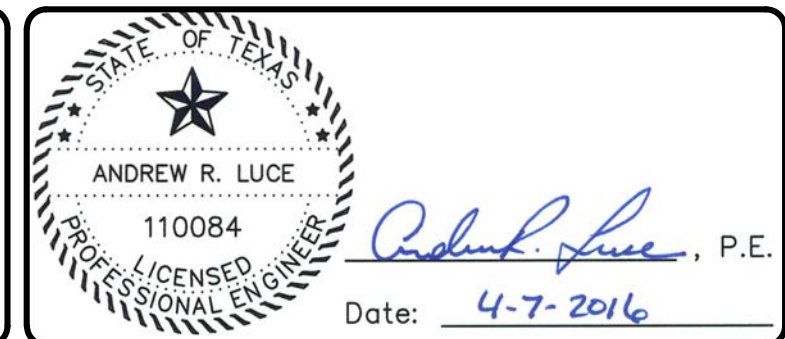
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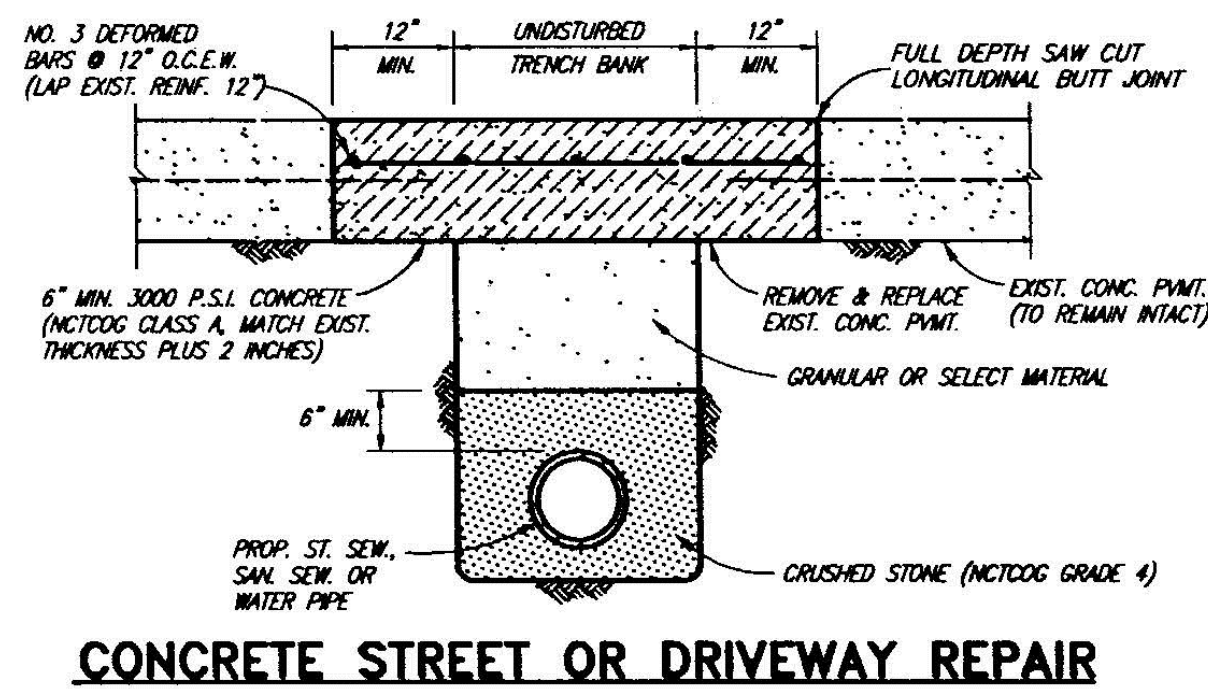
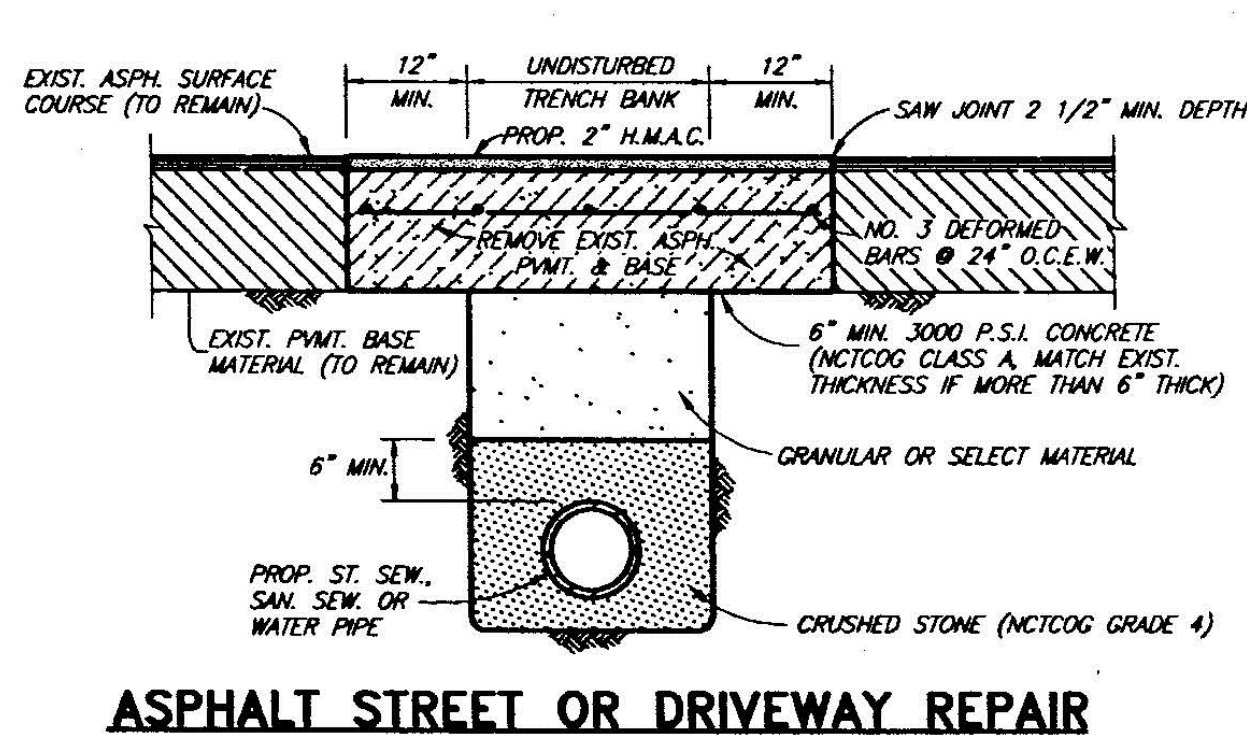
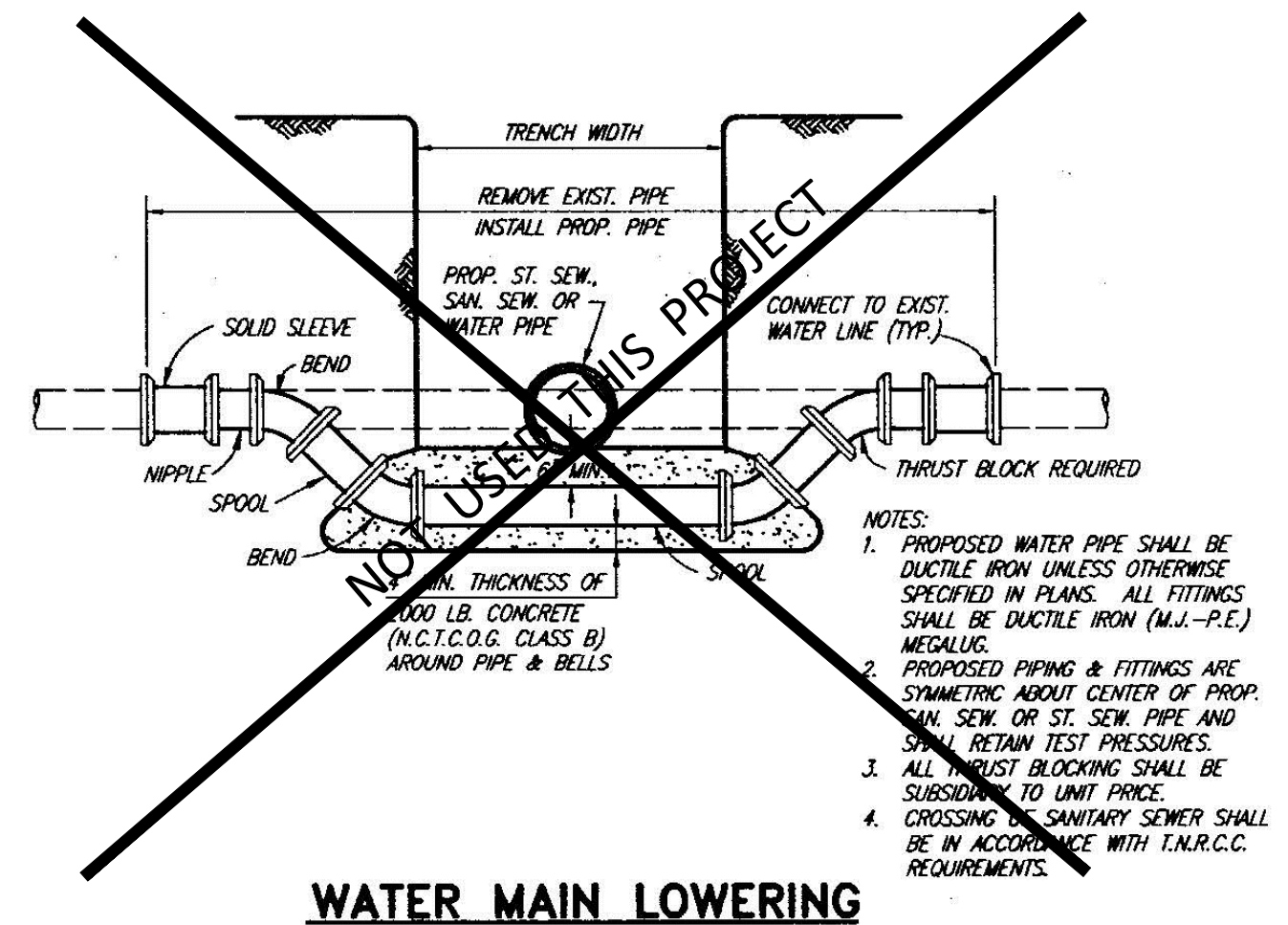
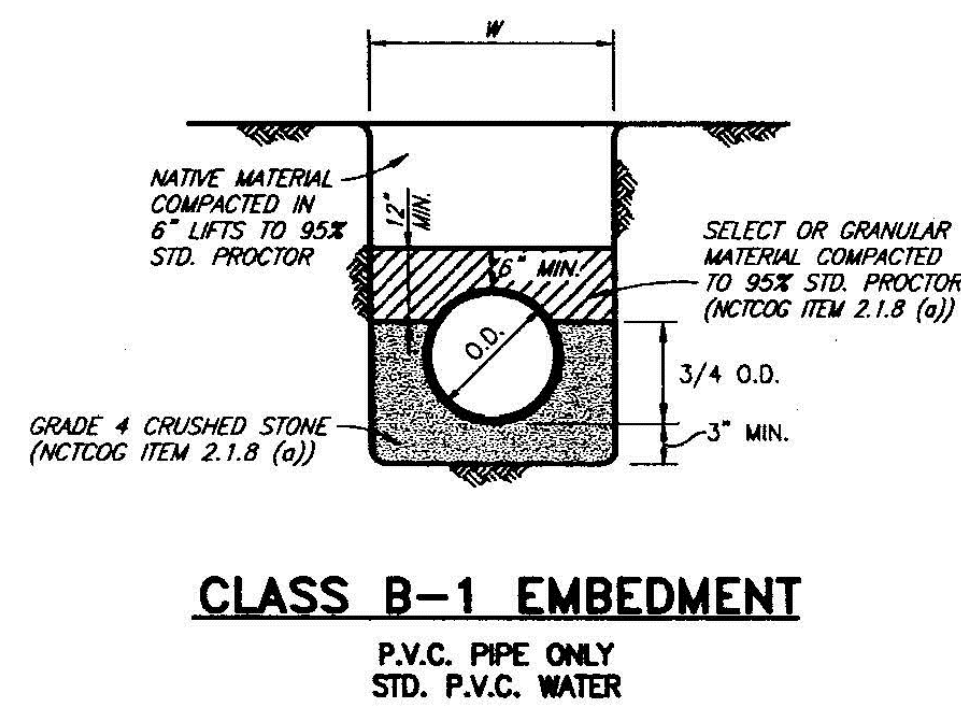
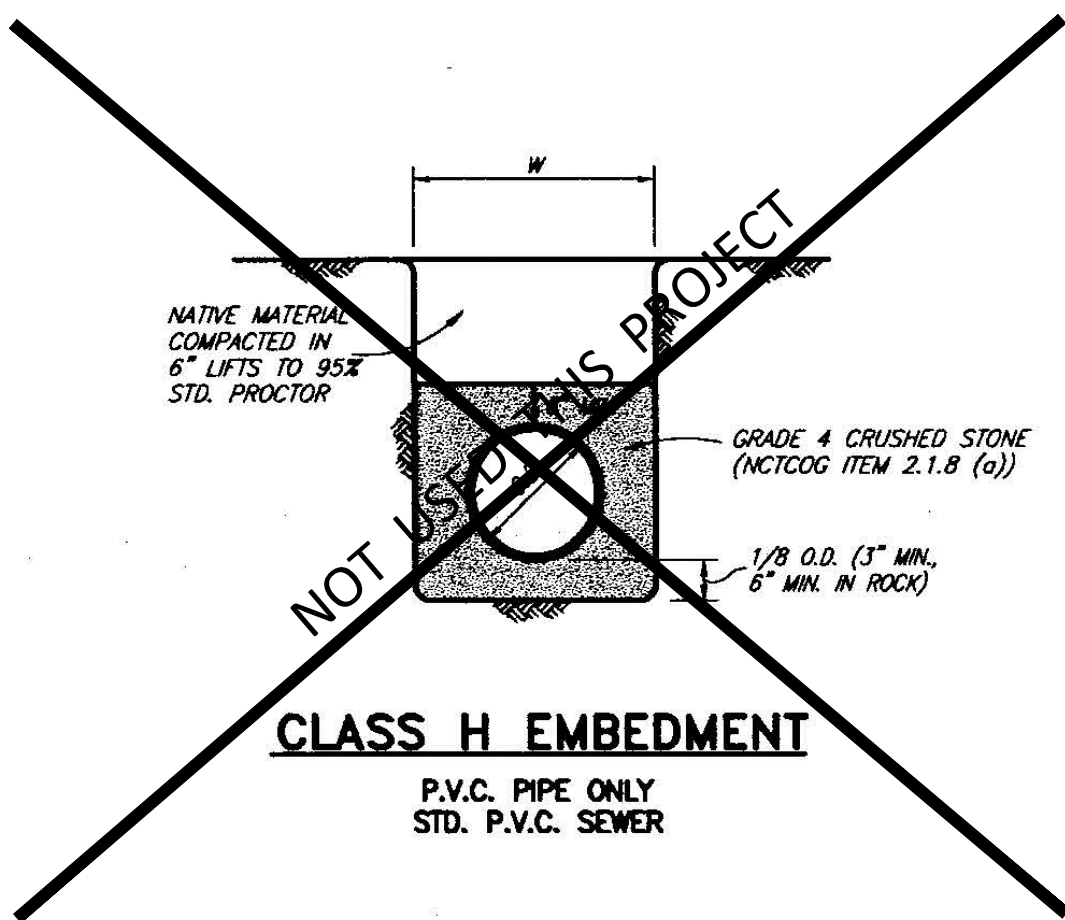
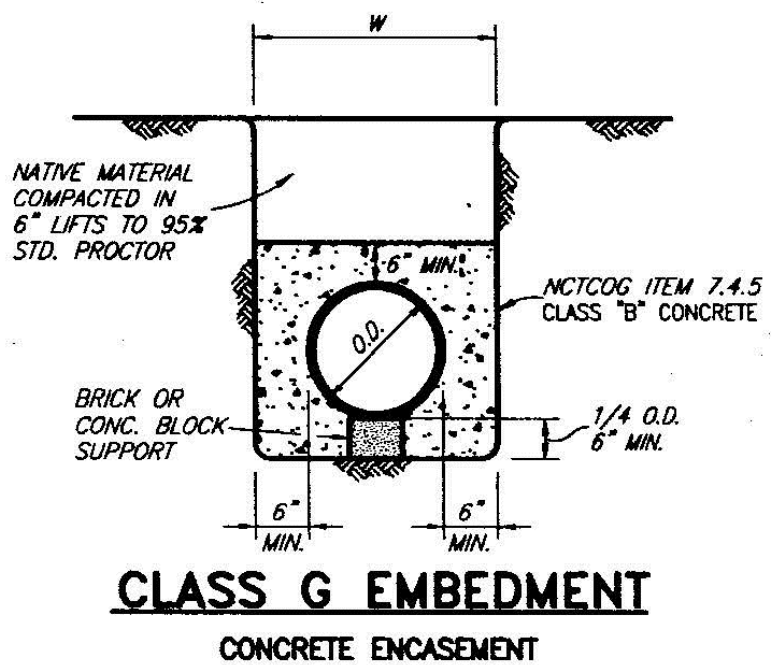
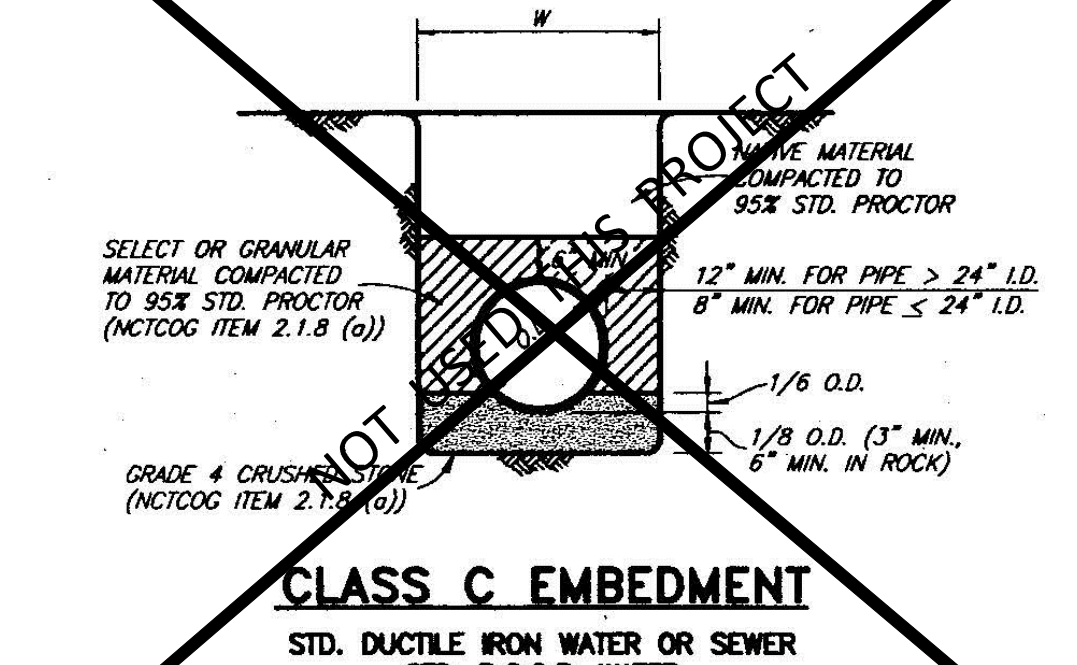
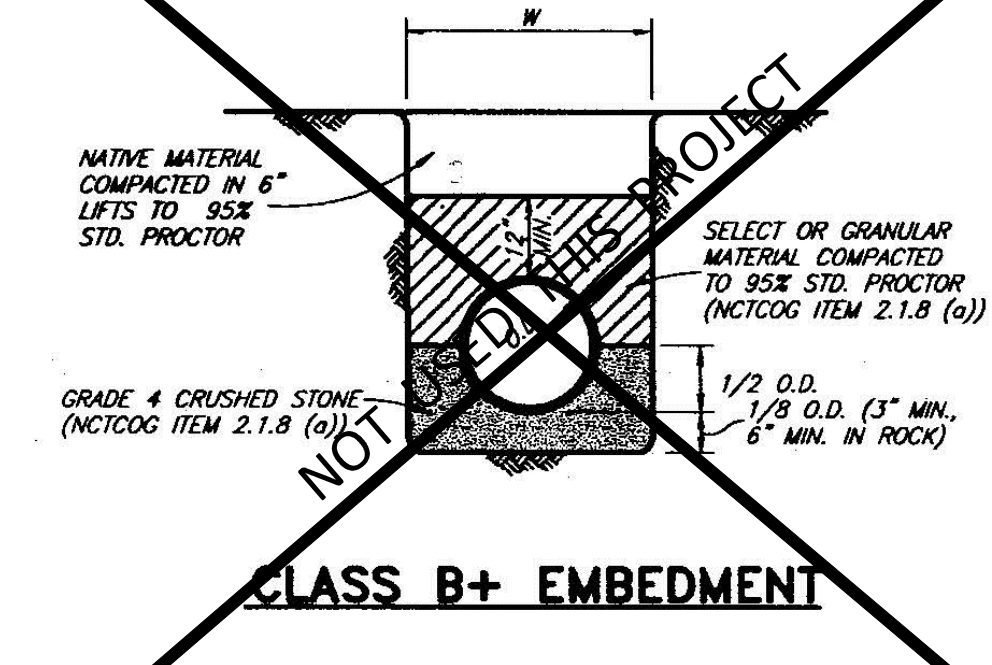
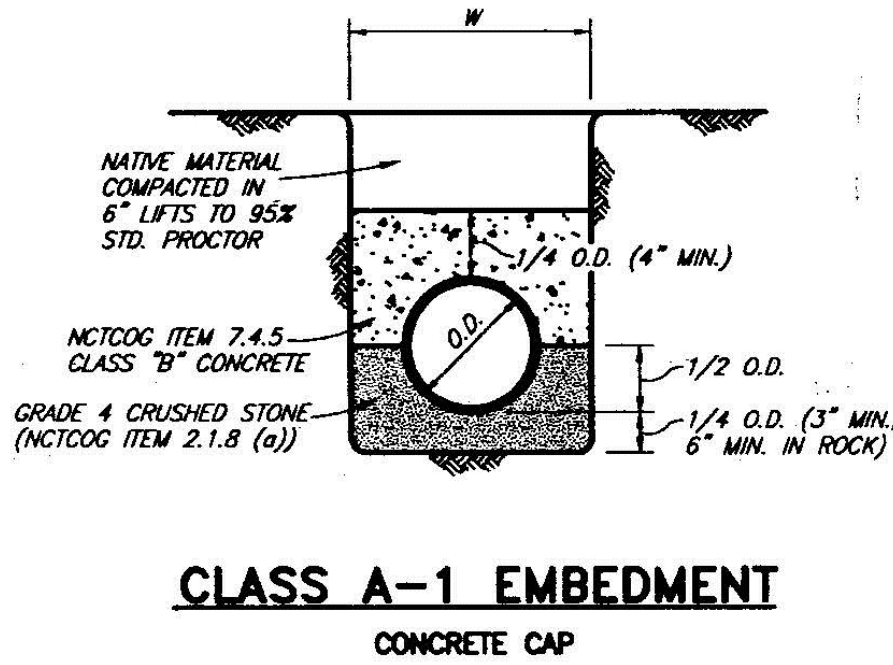
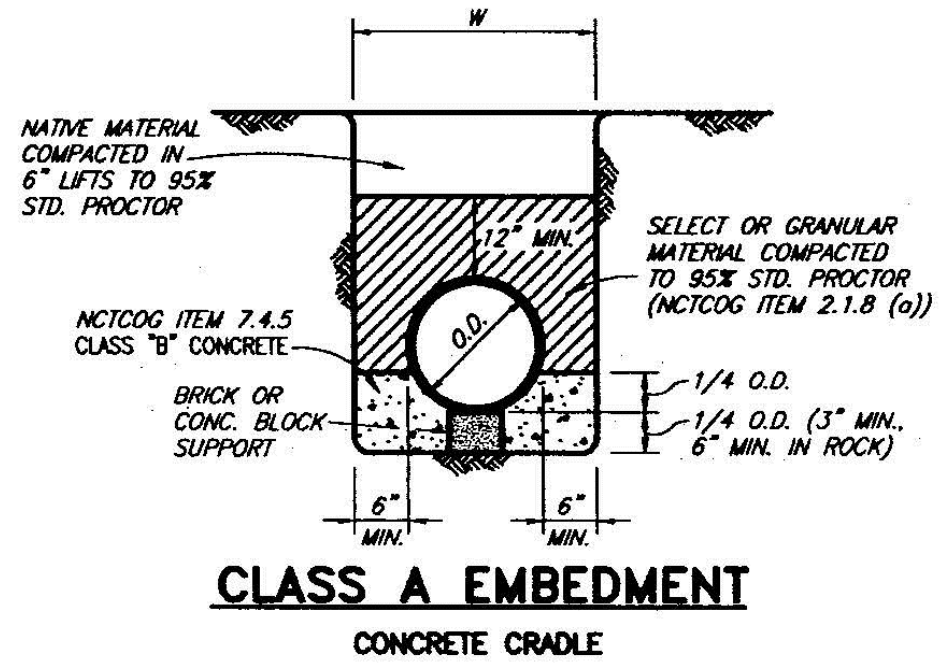
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1100 Macon Street
Fort Worth, Texas 76102
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
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City of Lancaster, Texas
Water Line Improvements for
E 2nd St, Dallas Ave, Main St & Lancaster Hutchins Rd
Water Details (2 of 3)

tnp project LAN15135
sheet 9 of 19

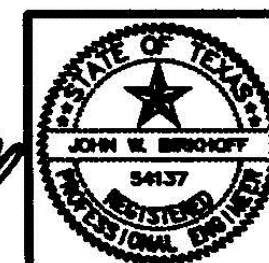
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GRADE 4 CRUSHED STONE GRADATION	
SEIVE SIZE	% RETAINED
1-1/2 INCH	0
1 INCH	0-5
1/2 INCH	40-75
NO. 4	90-100
NO. 8	95-100

Note:
Embedment Details are Applicable Inside Private Properties.

THESE DOCUMENTS ARE FOR
BIDDING, CONSTRUCTION,
AND PERMIT PURPOSES.
John E. Burroughs
DATE: 2/2/00



NO.	REVISION	BY	DATE
CITY OF LANCASTER, TEXAS			
STANDARD CONSTRUCTION DETAILS			
TYPICAL EMBEDMENTS			
DATE:	DECEMBER, 1999	SHEET	EMBED-01

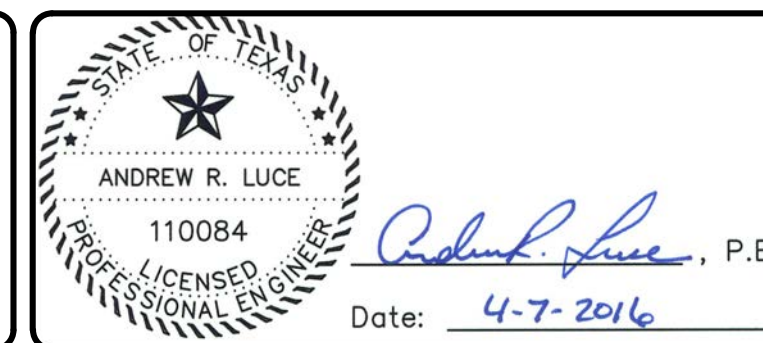
no.	revision	by	date



scale	horiz
N/A	vert
N/A	date
April 2016	

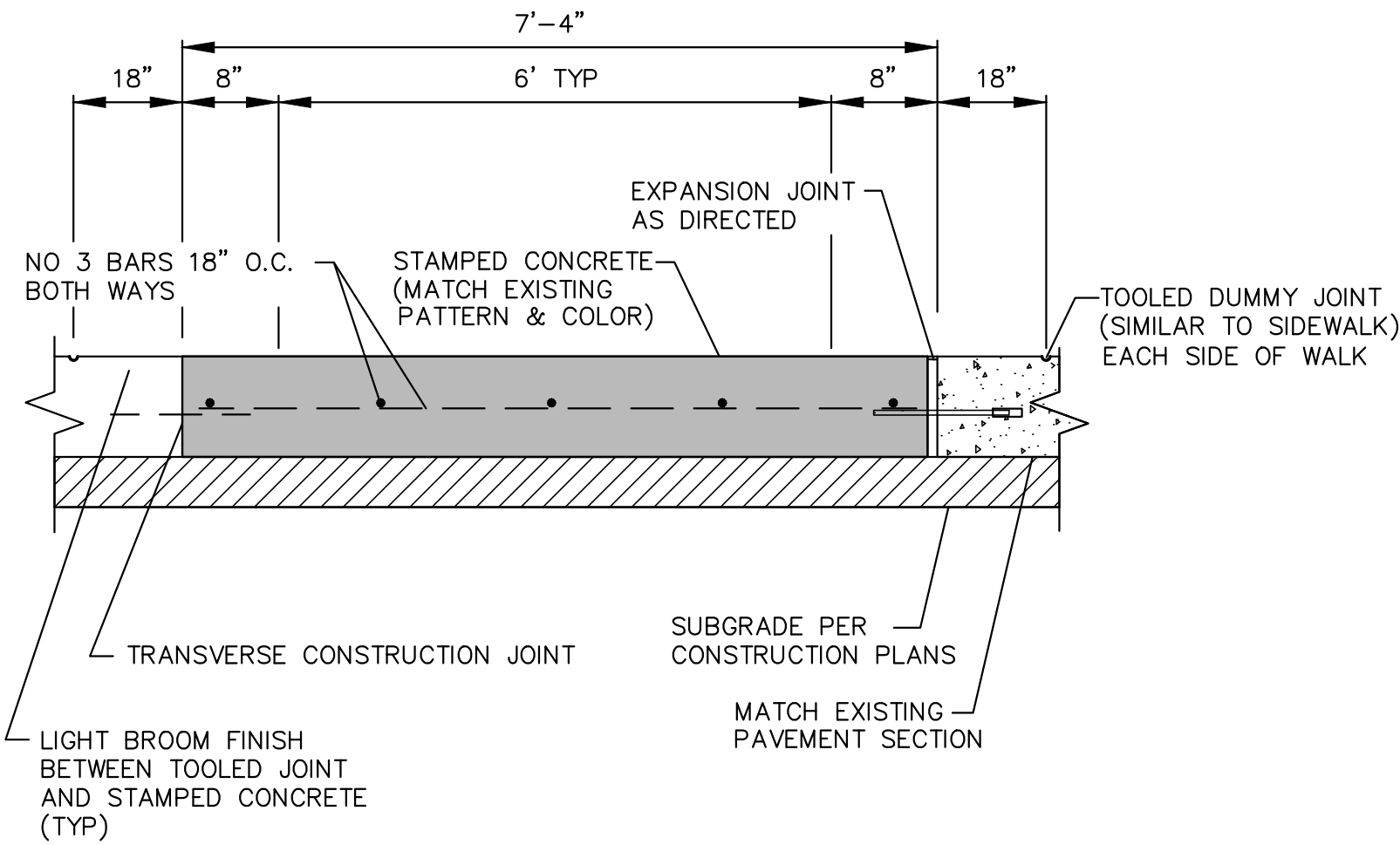


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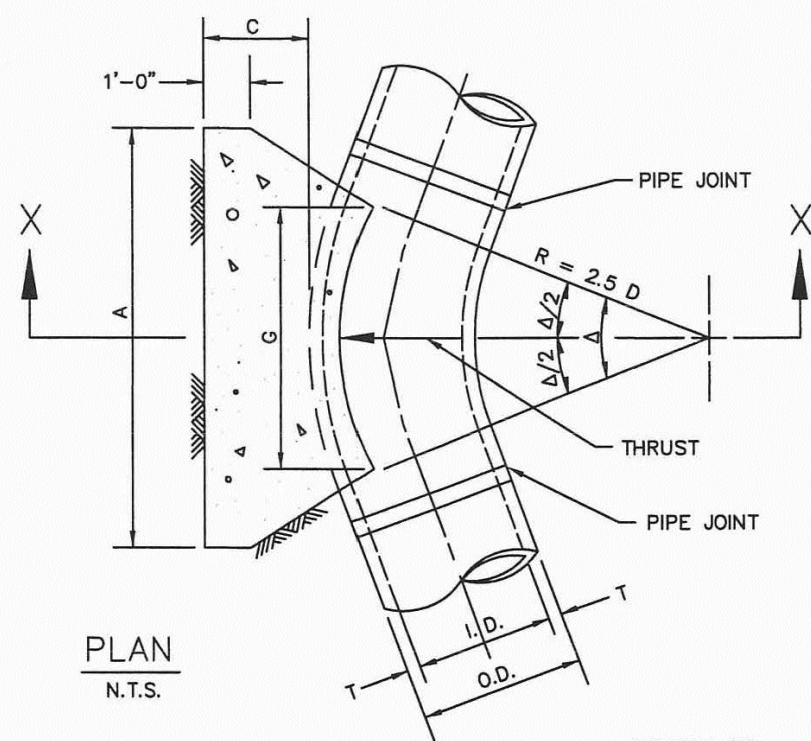
City of Lancaster, Texas
Water Line Improvements for
E 2nd St, Dallas Ave, Main St & Lancaster Hutchins Rd
Water Details (3 of 3)

tnp project
LAN15135
sheet
10
of
19

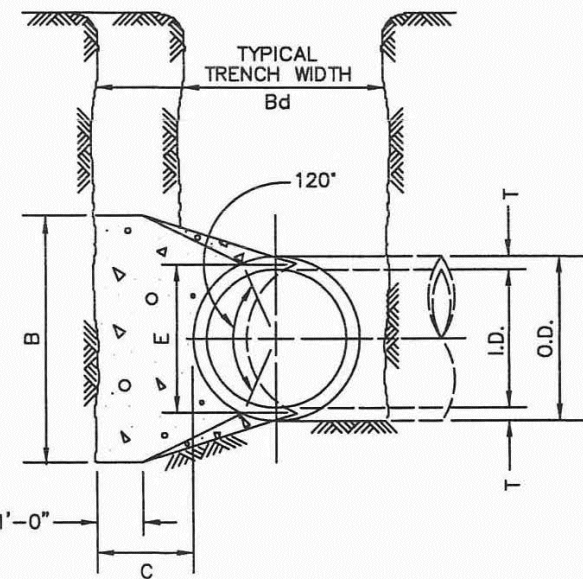


GENERAL NOTES

1. CONCRETE STRENGTH SHALL BE SAME AS STANDARD ROADWAY PAVEMENT. STRENGTH SPECIMENS SHALL BE MADE, CURED AND TESTED SIMILAR TO STANDARD ROADWAY PAVEMENT.
2. RELEASE AGENT: BOMANITE RELEASE AGENT, AS MANUFACTURED BY BOMANITE CORPORATION, OR APPROVED EQUAL IS TO BE USED. THE COLOR SHALL MATCH EXISTING.
3. STAMPED CONCRETE PATTERN AND COLOR SHALL MATCH THE EXISTING AND BE APPROVED BY ENGINEER PRIOR TO CONSTRUCTION.
4. ACRYLIC SEALER: SEALER SHALL MEET THE REQUIREMENTS OF ASTM C-309.
5. THE INTEGRAL COLOR ADMIXTURES SHALL BE ADDED TO THE CONCRETE AT THE RATE AND METHOD DETERMINED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND AS APPROVED BY THE ENGINEER. REGARDLESS OF THE METHOD USED, THE CONTRACTOR SHALL MAINTAIN A UNIFORM SHADE OF THE COLOR THAT MATCHES EXISTING. CONCRETE COLORING POWDER APPLIED WITH A "SHAKE-ON" METHOD SHALL NOT BE PERMITTED.



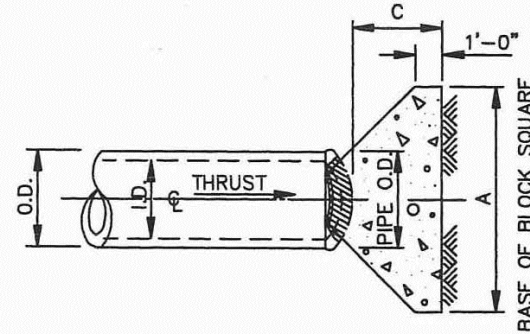
REFER TO
STD. DWG. No. 4040
FOR GENERAL NOTES.



HORIZONTAL THRUST BLOCK
AT PIPE BEND

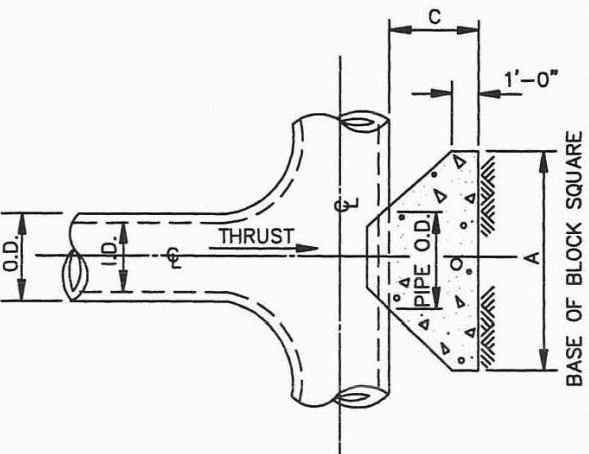


STANDARD SPECIFICATION REFERENCE
502.4
DATE
OCT. '04
STANDARD DRAWING NO.
4010A



PLAN OF PLUG THRUST BLOCK
N.T.S.

REFER TO
STD. DWG. No. 4040
FOR GENERAL NOTES.



PLAN OF TEE THRUST BLOCK
N.T.S.

		EARTH				ROCK					
I.D.	THRUST	C	A	B	VOL	I.D.	THRUST	C	A	B	VOL
(IN.)	(TONS)	(FT.)	(FT.)	(FT.)	(C.Y.)	(IN.)	(TONS)	(FT.)	(FT.)	(FT.)	(C.Y.)
4,6,8	5.1	1.5	2.5	0.3	2.0	0.2	4,6,8	5.1	1.5	2.5	0.3
10,12	11.3	1.5	3.5	0.8	2.5	0.3	10,12	11.3	1.5	3.5	0.8
16,18	23.5	2.0	5.5	1.6	4.0	0.9	16,18	23.5	2.0	5.5	1.6
20	31.5	2.0	6.0	1.9	4.0	0.9	20	31.5	2.0	6.0	1.9
24	45.2	2.5	7.0	3.1	5.0	1.7	24	45.2	2.5	7.0	3.1
30	53.0	3.0	7.5	4.1	5.5	2.4	30	53.0	3.0	7.5	4.1
36	76.3	4.0	9.0	7.3	6.5	4.2	36	76.3	4.0	9.0	7.3
42	104.0	4.5	10.5	11.0	7.5	6.2	42	104.0	4.5	10.5	11.0
48	136.0	5.0	12.0	15.5	8.5	8.7	48	136.0	5.0	12.0	15.5
54	172.0	5.5	13.5	21.4	9.5	11.9	54	172.0	5.5	13.5	21.4
60	212.0	6.0	15.0	28.4	10.5	15.7	60	212.0	6.0	15.0	28.4
66	257.0	6.5	16.5	36.8	11.5	20.5	66	257.0	6.5	16.5	36.8
72	305.0	7.5	17.5	47.2	12.5	27.2	72	305.0	7.5	17.5	47.2
78	358.0	8.0	18.0	58.9	13.5	33.7	78	358.0	8.0	18.0	58.9
84	415.0	8.5	20.5	72.3	14.5	41.2	84	415.0	8.5	20.5	72.3
90	477.0	9.0	22.0	87.7	15.5	49.4	90	477.0	9.0	22.0	87.7
96	543.0	9.5	23.5	104.8	16.5	61.0	96	543.0	9.5	23.5	104.8

HORIZONTAL THRUST BLOCK
AT TEES AND PLUGS



STANDARD SPECIFICATION REFERENCE
502.4
DATE
OCT. '04
STANDARD DRAWING NO.
4020

		EARTH				ROCK					
I.D.	THRUST	C	A	B	VOL	I.D.	THRUST	C	A	B	VOL
(IN.)	(TONS)	(FT.)	(FT.)	(FT.)	(C.Y.)	(IN.)	(TONS)	(FT.)	(FT.)	(FT.)	(C.Y.)
4,6,8	0.4	1.5	1.5	1.5	0.9	4,6,8	0.4	1.5	1.5	1.5	0.9
10,12	0.5	1.5	1.5	1.5	1.2	10,12	0.5	1.5	1.5	1.5	1.2
16,18	0.6	1.5	1.5	1.5	1.6	16,18	0.6	1.5	1.5	1.5	1.6
20	0.7	1.5	1.5	1.5	1.8	20	0.7	1.5	1.5	1.5	1.8
24	0.9	1.5	1.5	1.5	2.1	24	0.9	1.5	1.5	1.5	2.1
30	2.9	1.5	1.9	2.6		30	2.9	1.5	1.9	2.6	
36	4.5	1.5	2.3	3.3		36	4.5	1.5	2.3	3.3	
42	5.0	1.8	2.6	3.8		42	5.0	1.8	2.6	3.8	
48	5.5	2.0	3.0	4.3		48	5.5	2.0	3.0	4.3	
54	6.0	2.3	3.4	4.8		54	6.0	2.3	3.4	4.8	
60	6.5	2.5	3.8	5.3		60	6.5	2.5	3.8	5.3	
66	6.8	2.8	4.1	5.7		66	6.8	2.8	4.1	5.7	
72	7.5	3.0	4.5	6.3		72	7.5	3.0	4.5	6.3	
78	7.5	3.3	4.9	6.7		78	7.5	3.3	4.9	6.7	
84	8.0	3.5	5.3	7.2		84	8.0	3.5	5.3	7.2	
90	8.5	3.8	5.6	7.7		90	8.5	3.8	5.6	7.7	
96	9.0	4.0	6.0	8.2		96	9.0	4.0	6.0	8.2	

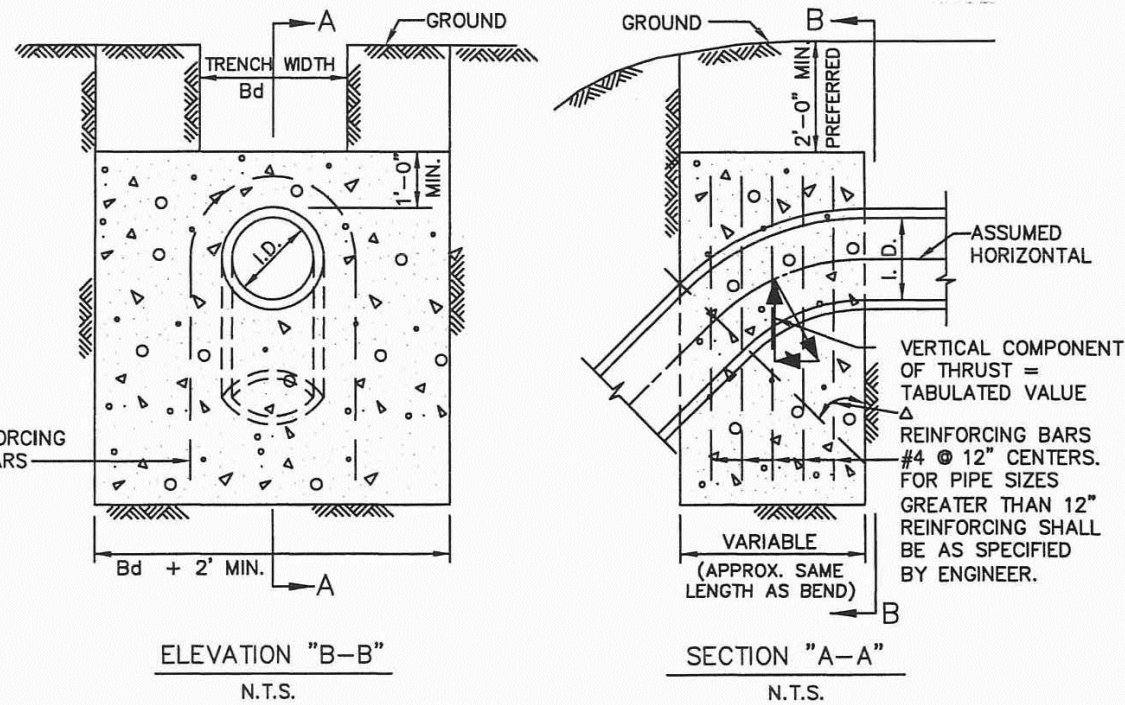
		Δ = 11.25°						Δ = 22.50°							
		EARTH			ROCK					EARTH			ROCK		
I.D. (N.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	A (FT.)	B (FT.)	VOL. (C.Y.)	I.D. (N.)	G (FT.)	THRUST (TONS)	A (FT.)	B (FT.)	VOL. (C.Y.)	
4,6,8	0.4	1.0	1.0	1.5	0.1	1.0	1.0	0.1	4,6,8	0.8	2.0	1.5	1.5	0.1	0.1
10,12	0.6	2.2	1.5	1.5	0.1	1.0	1.5	0.1	10,12	1.1	4.4	2.0	2.5	0.3	1.5
16,18	0.8	5.0	2.0	2.5	0.3	1.5	2.0	0.2	16,18	1.6	9.9	3.0	3.5	0.6	2.5
20	0.9	6.2	2.0	3.5	0.4	1.5	3.0	0.3	20	1.8	12.3	3.5	3.5	0.7	2.0
24	1.1	8.9	3.0	3.5	0.5	1.5	3.0	0.3	24	2.2	17.7	4.0	4.5	1.0	3.5
30	1.4	10.4	3.0	3.5	0.6	2.0	3.5	0.4	30	2.7	20.7	5.0	4.5	1.5	4.0
36	1.7	15.0	3.5	4.5	0.9	2.0	4.0	0.5	36	3.3	29.8	5.5	5.5	4.0	4.0
42	1.9	20.4	4.5	5.0	1.5	2.5	5.0	0.6	42	3.8	40.5	7.5	6.0	3.9	1.3
48	2.2	26.6	4.5	6.0	2.0	2.5	6.0	1.1	48	4.4	52.9	8.0	7.0	5.7	2.8
54	2.5	33.7	6.0	6.0	3.0	3.0	6.0	1.4	54	4.9	67.0	9.0	8.0	6.0	4.1
60	2.7	41.6	6.0	7.0	3.8	3.0	7.0	1.8	60	5.5	82.7	9.5	9.0	10.6	7.0
66	3.0	50.3	6.5	8.0	5.1	3.5	8.0	2.7	66	6.0	100.1	10.5	10.0	14.1	6.5
72	3.3	59.9	7.5	8.0	6.3	4.0	8.0	3.3	72	6.6	119.1	11.0	11.0	17.6	7.5
78	3.6	70.2	8.0	9.0	8.1	4.0	9.0	3.9	78	7.1	139.8	12.0	12.0	22.5	8.0
84	3.8	81.5	8.5	10.0	10.3	4.5	10.0	5.3	84	7.6	162.1	13.0	12.5	27.2	8.5
90	4.1	93.5	9.5	10.0	12.2	5.0	10.0	6.3	90	8.2	186.1	14.0	13.5	33.7	9.5
96	4.4	106.4	10.0	11.0	15.0	5.0	11.0	7.4	96	8.7	211.7	15.0	14.5	41.2	10.0

TABLES OF DIMENSIONS AND QUANTITIES

HORIZONTAL THRUST BLOCK
AT PIPE BEND



STANDARD SPECIFICATION REFERENCE
502.4
DATE
OCT. '04
STANDARD DRAWING NO.
4010B



		11.25'				22.50'				30'				45'				67.50'				90'									
I.D.	(N)	THRUST	(TONS)	VOL	(C.Y.)	THRUST	(TONS)	VOL	(C.Y.)	THRUST	(TONS)	VOL	(C.Y.)	THRUST	(TONS)	VOL	(C.Y.)	THRUST	(TONS)	VOL	(C.Y.)	THRUST	(TONS)	VOL	(C.Y.)	I.D.	(N)				
4.6,8	1.0	0.5	2.0	1.0	2.5	1.3	3.6	1.8	4.6	2.3	5.0	2.5	4.6	2.3	5.0	2.5	4.6	2.3	5.0	2.5	4.6	2.3	5.0	2.5	4.6	2.3	5.0	2.5	4.6		
10,12	2.2	1.1	4.3	2.2	5.7	2.8	6.0	3.2	5.7	2.8	6.0	3.2	5.7	2.8	6.0	3.2	5.7	2.8	6.0	3.2	5.7	2.8	6.0	3.2	5.7	2.8	6.0	3.2	5.7	2.8	
16,18	5.0	2.5	9.7	4.9	12.7	6.4	18.0	9.0	23.5	11.8	25.5	12.7	16.1	8.0	23.5	11.8	25.5	12.7	16.1	8.0	23.5	11.8	25.5	12.7	16.1	8.0	23.5	11.8	25.5	12.7	
20	6.1	3.1	12.0	6.0	15.7	7.9	22.2	11.1	29.2	14.5	31.4	15.7	20	6.1	3.1	12.0	6.0	15.7	7.9	22.2	11.1	29.2	14.5	31.4	15.7	20	6.1	3.1	12.0	6.0	15.7
24	8.2	4.4	17.3	8.7	22.6	11.3	32.0	16.0	41.8	20.9	45.1	22.6	24	8.2	4.4	17.3	8.7	22.6	11.3	32.0	16.0	41.8	20.9	45.1	22.6	24	8.2	4.4	17.3	8.7	22.6
30	10.5	5.2	20.3	10.1	26.5	13.3	37.5	18.8	49.0	24.5	53.2	26.5	30	10.5	5.2	20.3	10.1	26.5	13.3	37.5	18.8	49.0	24.5	53.2	26.5	30	10.5	5.2	20.3	10.1	26.5
36	14.9	7.5	29.2	14.6	38.2	19.1	54.0	27.0	70.5	35.3	76.4	38.2	36	14.9	7.5	29.2	14.6	38.2	19.1	54.0	27.0	70.5	35.3	76.4	38.2	36	14.9	7.5	29.2	14.6	38.2
42	20.3	10.1	39.8	19.9	52.0	26.0	73.5	36.7	96.0	48.0	104.0	52.0	42	20.3	10.1	39.8	19.9	52.0	26.0	73.5	36.7	96.0	48.0	104.0	52.0	42	20.3	10.1	39.8	19.9	52.0
48	26.5	13.2	51.9	26.0	67.9	33.9	96.0	48.0	126.0	62.7	136.0	67.9	48	26.5	13.2	51.9	26.0	67.9	33.9	96.0	48.0	126.0	62.7	136.0	67.9	48	26.5	13.2	51.9	26.0	67.9
54	33.5	16.8	65.7	32.9	85.9	42.9	122.0	60.7	159.0	79.4	172.0	85.9	54	33.5	16.8	65.7	32.9	85.9	42.9	122.0	60.7	159.0	79.4	172.0	85.9	54	33.5	16.8	65.7	32.9	85.9
60	41.4	20.7	81.2	40.6	106.0	53.0	150.0	75.0	196.0	98.0	212.0	106.0	60	41.4	20.7	81.2	40.6	106.0	53.0	150.0	75.0	196.0	98.0	212.0	106.0	60	41.4	20.7	81.2	40.6	106.0
66	50.1	25.0	98.2	49.1	128.0	64.2	182.0	90.7	237.0	119.0	257.0	128.0	66	50.1	25.0	98.2	49.1	128.0	64.2	182.0	90.7	237.0	119.0	257.0	128.0	66	50.1	25.0	98.2	49.1	128.0
72	59.6	29.8	117.0	58.4	153.0	76.3	210.0	108.0	279.0	140.0	306.0	153.0	72	59.6	29.8	117.0	58.4	153.0	76.3	210.0	108.0	279.0	140.0	306.0	153.0	72	59.6	29.8	117.0	58.4	153.0
78	69.9	35.0	137.0	68.6	179.0	90.0	254.0	127.0	331.0	166.0	358.0	179.0	78	69.9	35.0	137.0	68.6	179.0	90.0	254.0	127.0	331.0	166.0	358.0	179.0	78	69.9	35.0	137.0	68.6	179.0
84	81.1	40.5	159.0	79.5	208.0	104.0	294.0	147.0	394.0	192.0	416.0	208.0	84	81.1	40.5	159.0	79.5	208.0	104.0	294.0	147.0	394.0	192.0	416.0	208.0	84	81.1	40.5	159.0	79.5	208.0
90	93.1	46.5	183.0	91.3	239.0	119.0	337.0	169.0	442.0	221.0	477.0	239.0	90	93.1	46.5	183.0	91.3	239.0	119.0	337.0	169.0	442.0	221.0	477.0	239.0	90	93.1	46.5	183.0	91.3	239.0
96	106.0	53.0	208.0	104.0	272.0	136.0	384.0	192.0	502.0	251.0	543.0	272.0	96	106.0	53.0	208.0	104.0	272.0	136.0	384.0	192.0	502.0	251.0	543.0	272.0	96	106.0	53.0	208.0	104.0	272.0

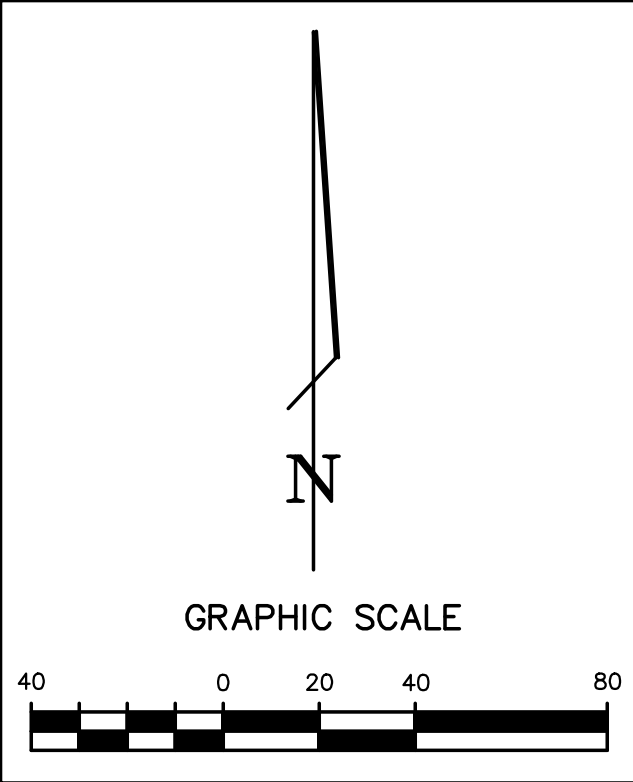
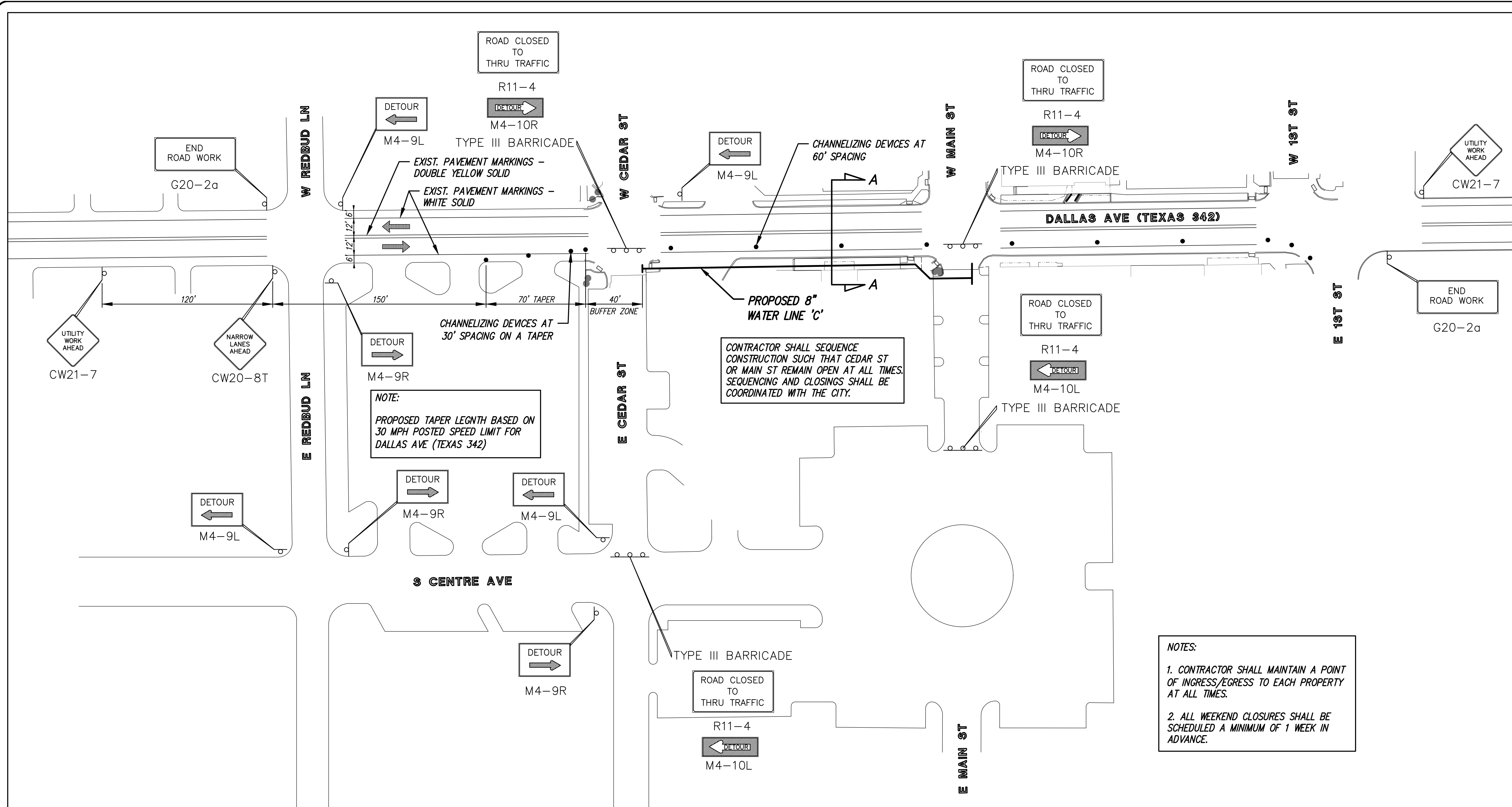
VERTICAL THRUST BLOCK
AT PIPE BEND



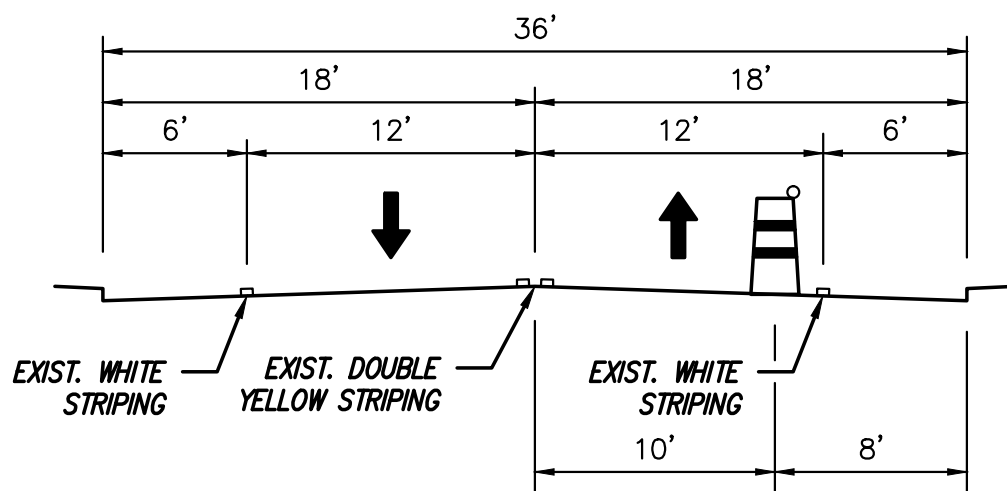
STANDARD SPECIFICATION REFERENCE
502.4
DATE
OCT. '04
STANDARD DRAWING NO.
4030

		Δ = 30°						Δ = 45°							
		EARTH			ROCK					EARTH			ROCK		
I.D. (N.)	G (T)	THRUST (TONS)	A (F.T.)	B (F.T.)	VOL. (C.Y.)	A (F.T.)	B (F.T.)	VOL. (C.Y.)	I.D. (N.)	G (T)	THRUST (TONS)	A (F.T.)	B (F.T.)	VOL. (C.Y.)	
4,6,8	1.0	2.6	2.0	1.5	0.2	1.0	1.5	0.1	4,6,8	1.5	3.9	2.0	0.2	1.5	0.1
10,12	1.5	5.9	2.5	2.5	0.3	2.0	1.5	0.2	10,12	2.2	8.7	3.5	2.5	0.5	0.3
16,18	2.2	13.2	3.5	4.0	0.8	2.5	3.0	0.4	16,18	3.2	19.5	4.5	4.5	1.2	0.3
20	2.4	16.3	4.5	4.0	1.0	3.0	3.0	0.5	20	3.6	24.1	5.5	4.5	1.5	0.5
24	2.9	23.4	6.0	4.0	1.4	3.5	3.5	0.7	24	4.3	34.6	8.0	6.5	2.5	0.7
30	3.6	27.5	6.5	5.0	1.9	3.5	4.0	0.9	30	5.4	40.6	8.5	5.0	3.2	0.5
36	4.4	39.5	7.0	6.0	3.4	4.5	4.5	1.6	36	6.5	58.5	10.0	6.0	6.5	1.6
42	5.1	53.8	8.0	7.0	5.1	5.5	5.0	2.5	42	7.5	79.6	11.5	8.0	8.0	2.5
48	5.8	70.3	9.0	8.0	7.4	6.0	6.0	3.7	48	8.6	104.0	13.0	9.0	11.9	3.0
54	6.5	89.0	10.0	9.0	10.3	7.0	6.5	5.3	54	9.7	131.5	15.0	10.7	12.5	3.5
60	7.3	110.0	11.0	10.0	13.9	7.5	7.3	6.0	60	10.7	162.4	16.5	10.0	23.1	4.0
66	8.0	132.9	12.5	11.0	18.9	8.5	8.6	6.6	66	11.8	196.5	18.0	10.3	32.0	4.5
72	8.7	158.2	13.5	12.0	24.0	9.0	9.0	12.3	72	12.9	233.9	19.5	12.0	38.6	4.0
78	9.4	185.6	14.5	13.0	30.0	10.0	9.5	15.6	78	13.9	274.5	21.5	13.0	49.8	4.5
84	10.1	215.3	15.5	14.0	37.1	10.5	10.5	19.5	84	15.0	318.4	23.0	14.0	61.2	15.5
90	10.9	247.1	16.5	15.0	45.0	11.5	11.0	23.9	90	16.1	365.5	24.5	15.0	74.5	17.5
96	11.6	281.2	18.0	16.0	55.5	12.5	11.5	28.9	96	17.1	415.6	26.0	16.0	89.5	18.5

Drawing: C:\PROJECTS\LAN15135\Drawings\WATER PLAN SET\WATER TRAFFIC CONTROL PLAN.dwg at Apr 08, 2016-2:16pm by Paul.J
Layout: Layout1 - Area: 12-22-24 - Title: DIS-AR.dwg - X-BASE: ALL.dwg - SEAL: AR.dwg



TRAFFIC CONTROL PLAN



TYPICAL SECTION A-A

no.	revision	by	date



scale
horiz
1"=40'
vert
N/A
date
April 2016



teague nall & perkins
1100 Macon Street
Fort Worth, Texas 76102
817.336.5773 ph 817.336.2813 fx
TBPE Registration No. F-230
www.tnpinc.com



City of Lancaster, Texas
Water Line Improvements for
E 2nd St, Dallas Ave, Main St & Lancaster Hutchins Rd
Dallas Avenue
Traffic Control Plan

tnp project
LAN15135
sheet
12
of
19

Drawing: C:\PROJECTS\LAN15135\Drawings\WATER PLAN SET\WATER TRAFFIC CONTROL DETAILS.dwg at: Apr 08, 2016 - 2:16pm by Paul_J
Layout: Layout1 - Area: 14-22-24 - Title: DIS-AR.dwg - DIS-AR.dwg - SEAL-AR.dwg

no.	revision	by	date



scale
horiz
N/A
vert
N/A
date
April 2016

teague nall & perkins

1100 Macon Street

Fort Worth, Texas 76102

817.336.5773 ph 817.336.2813 fx

TBPE Registration No. F-230

www.tnpinc.com

Andrew R. Luce, P.E.

Date: 4-7-2016

City of Lancaster, Texas

Water Line Improvements for

E 2nd St, Dallas Ave, Main St & Lancaster Hutchins Rd

Traffic Control Details

tnp project

LAN15135

sheet

13

of

19

- TRAFFIC CONTROL NOTES:**
- ALL TRAFFIC CONTROL MEASURES AND DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (T.M.U.T.C.D.).
 - THIS PLAN IS INTENDED TO BE A GENERAL GUIDE FOR CONSTRUCTION SEQUENCING. THE MEASURES SHOWN SHALL BE CONSIDERED MINIMUM REQUIREMENTS AND ADDITIONAL MEASURES SHALL BE IMPLEMENTED AND MAINTAINED AS NECESSARY TO COMPLY WITH TMUTCD REQUIREMENTS.
 - CONTRACTOR SHALL SUBMIT A TRAFFIC CONTROL PLAN 48 HOURS PRIOR TO BEGINNING WORK FOR APPROVAL BY OWNER.
 - ALL TRAFFIC CONTROL FACILITIES SHALL BE MAINTAINED THROUGHOUT THE DURATION OF THE PROJECT UNTIL ALL CONSTRUCTION ACTIVITIES HAVE CEASED.
 - IF, IN THE OPINION OF THE OWNER OR ENGINEER, ADDITIONAL TRAFFIC CONTROL FACILITIES ARE NECESSARY, THE CONTRACTOR SHALL PROVIDE SUCH MEASURES AT CONTRACTOR'S SOLE EXPENSE.
 - THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PUBLIC SAFETY WITHIN AND ADJACENT TO THE PROJECT SITE. THE OWNER AND ENGINEER ASSUME NO RESPONSIBILITY FOR PROJECT SITE SAFETY.
 - ALL TRAFFIC CONTROL MEASURES SHALL BE PAID FOR UNDER THE ITEM FOR TRAFFIC CONTROL INCLUDING SIGNAGE, CHANNELIZATION DEVICES, FLAGMEN, TEMPORARY STRIPING, TEMPORARY RIDING SURFACES, TEMPORARY SHORING, LOW PROFILE CONCRETE TRAFFIC BARRIER ETC. NO SEPARATE PAYMENT SHALL BE MADE FOR ADDITIONAL MEASURES REQUIRED BY THE OWNER OR ENGINEER.
 - CONTRACTOR SHALL COVER, RELOCATE AND/OR TEMPORARILY REMOVE ANY CONFLICTING PAVEMENT MARKINGS OR REGULATORY SIGNS. NO SEPARATE PAY.
 - EXCEPT WHERE SPECIFICALLY NOTED, CONTRACTOR SHALL MAINTAIN ACCESS TO ALL INTERSECTING STREETS AND DRIVEWAYS AT ALL TIMES.
 - CONTRACTOR SHALL PROVIDE SIDEWALK CLOSURE, CROSSWALK CLOSURE AND/OR WALKWAY BYPASS WHEREVER PEDESTRIAN MOVEMENTS ARE AFFECTED BY CONSTRUCTION ACTIVITIES. ALL SIDEWALKS AND CROSSWALKS SHALL BE ACCESSIBLE WHEN CONTRACTOR IS NOT WORKING UNLESS OTHERWISE APPROVED BY THE CITY TRAFFIC ENGINEER.
 - THE USE OF TRAILER MOUNTED ARROW DISPLAYS MAY BE REQUIRED ON ALL LANE CLOSURES. THE CONTRACTOR SHALL PROVIDE ONE (1) STAND-BY UNIT IN GOOD WORKING CONDITION AT THE JOB SITE, READY FOR USE, IF HIS OPERATION REQUIRES 24-HOUR A DAY CLOSURE SET-UPS AND IF REQUIRED BY THE CITY.

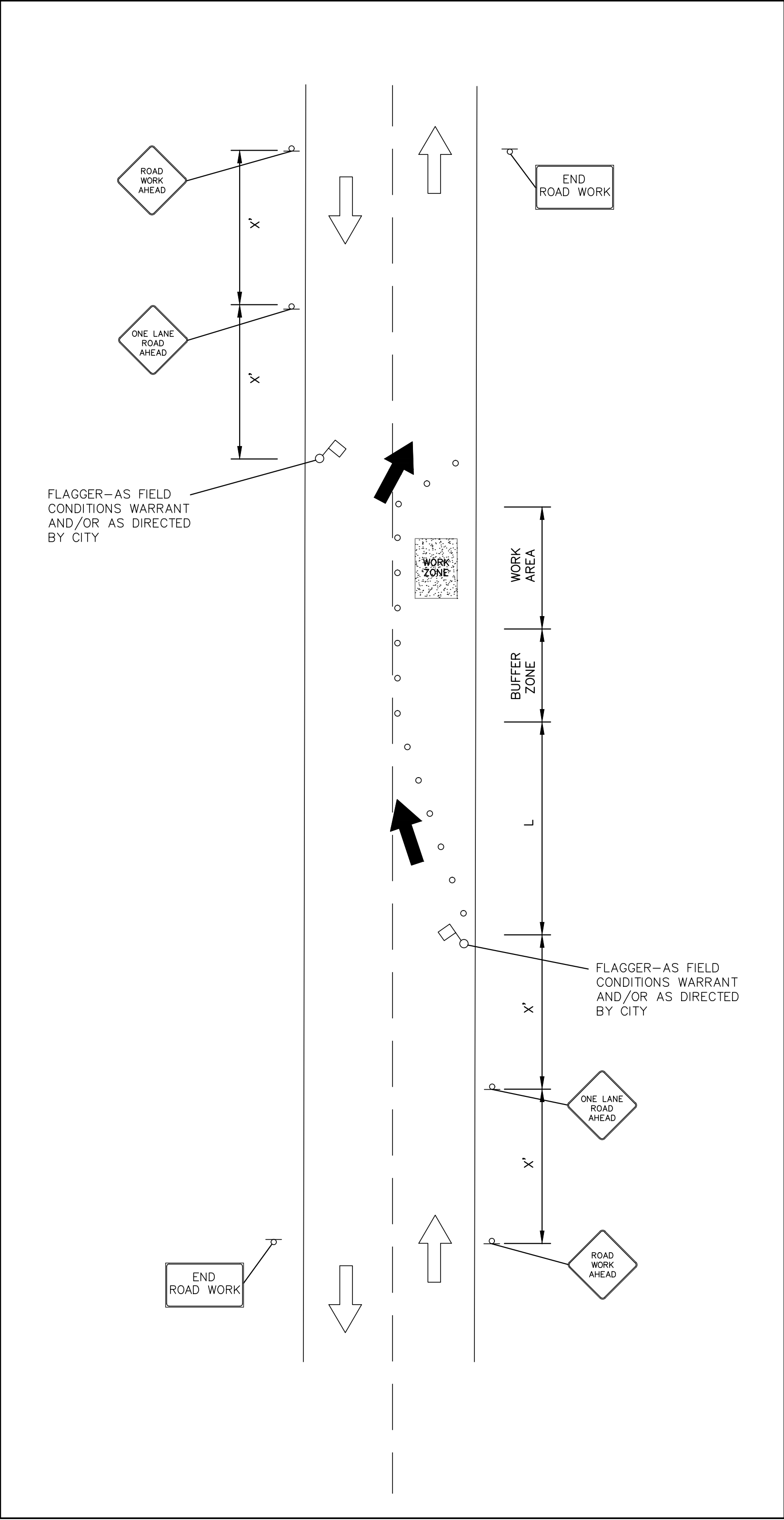
		MINIMUM DESIRABLE TAPER LENGTHS (L) FEET			SUGGESTED MAXIMUM DEVICE SPACING		SUGGESTED SIGN SPACING (FEET)
POSTED SPEED MPH	FORMULA*	10' LANE OFFSET	11' LANE OFFSET	12' LANE OFFSET	ON A TAPER (FEET)	ON A TANGENT (FEET)	"X" DIMENSION
30	$L = \frac{WS^2}{60}$	150	165	180	30	60-75	120
35		205	225	245	35	70-90	160
40	L=WS	265	295	320	40	80-100	240
45		450	495	540	45	90-110	320
50		500	560	600	50	100-125	400

*L= TAPER LENGTH IN FEET W=WIDTH OF OFFSET IN FEET S=POSTED SPEED

NOTE: BUFFER ZONE WILL BE 25 FEET (MAXIMUM).

TYPICAL TRANSITION LENGTHS AND SUGGESTED MAXIMUM SPACING OF DEVICES

NOT TO SCALE

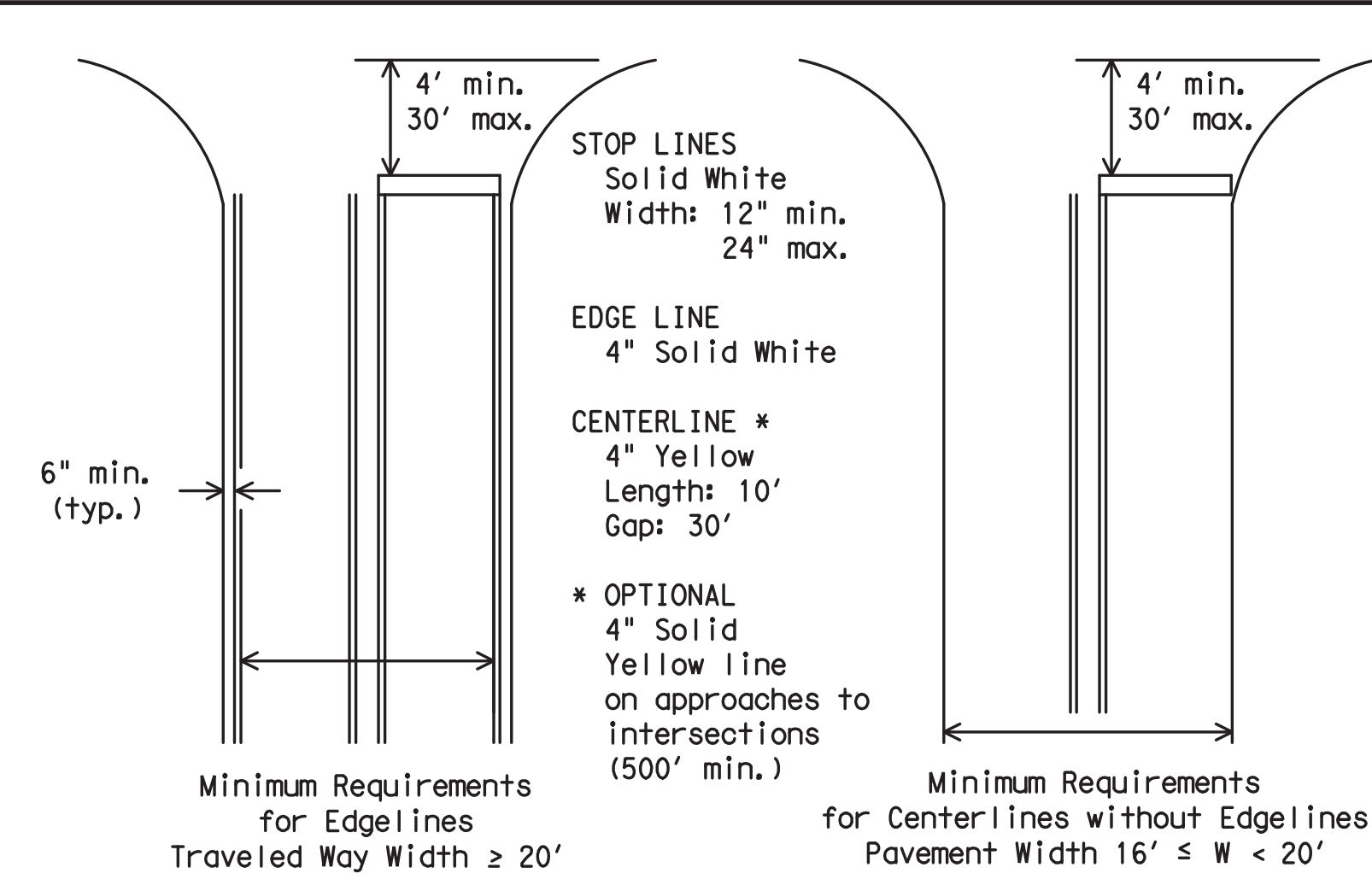
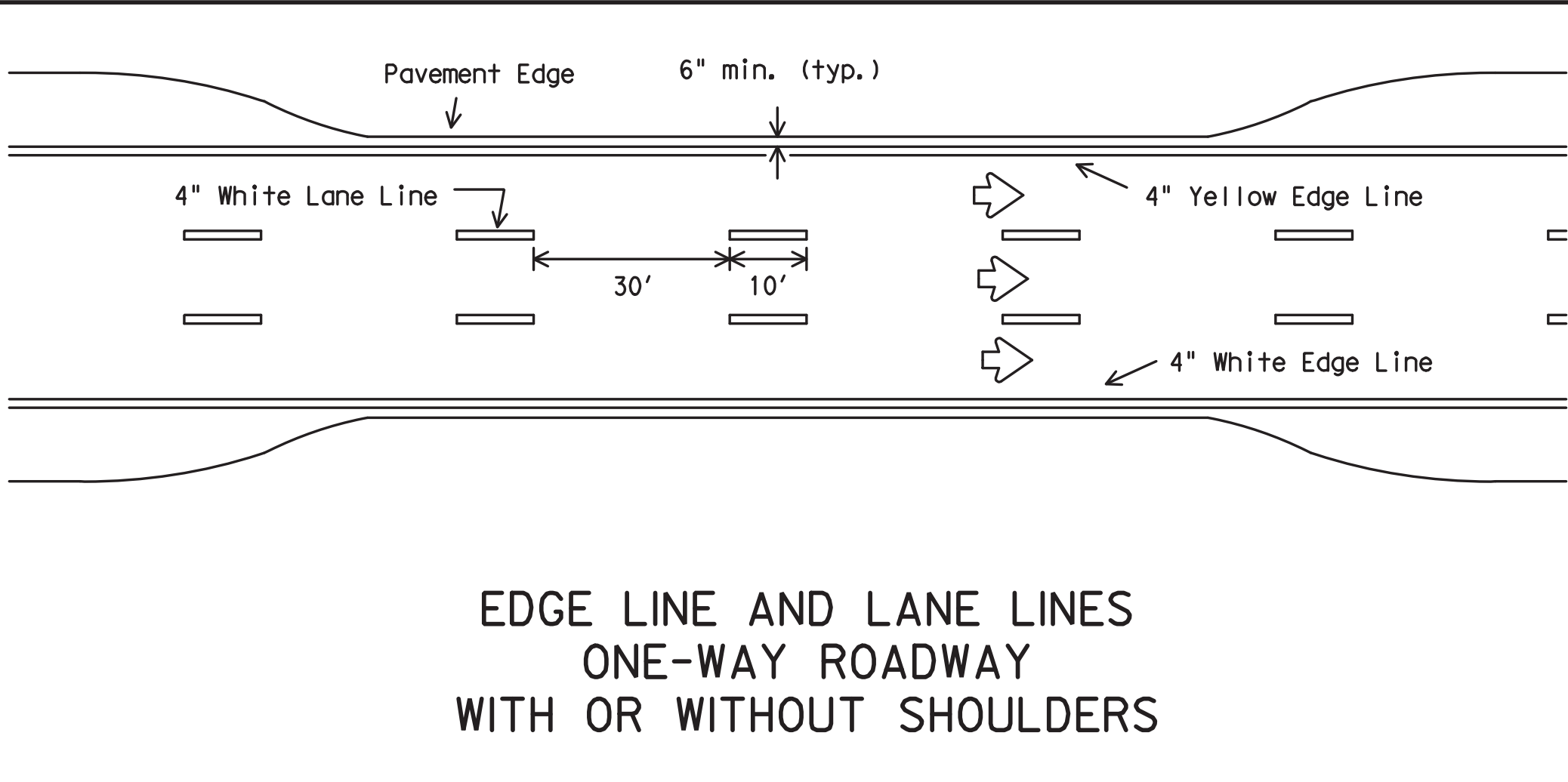
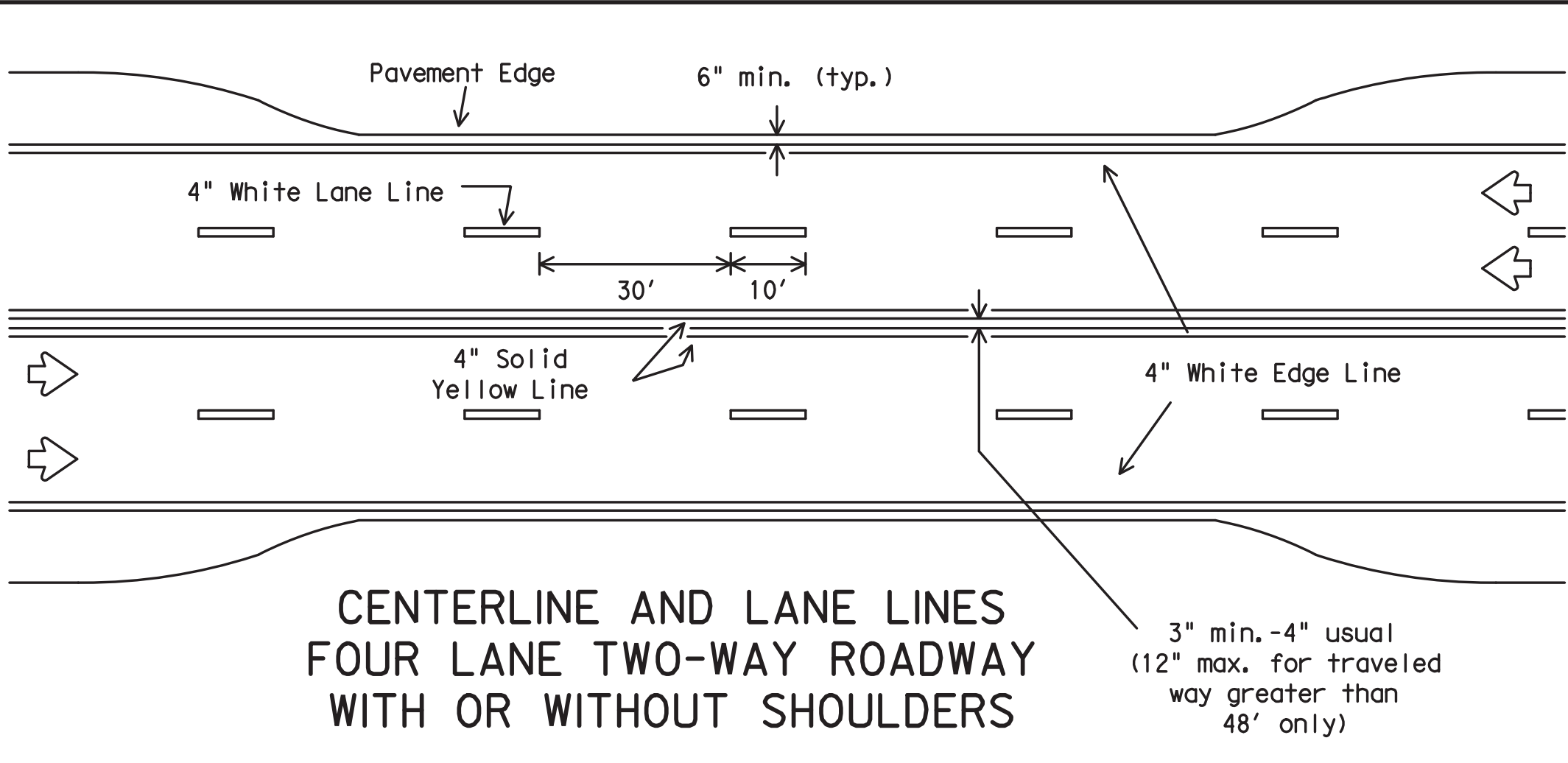
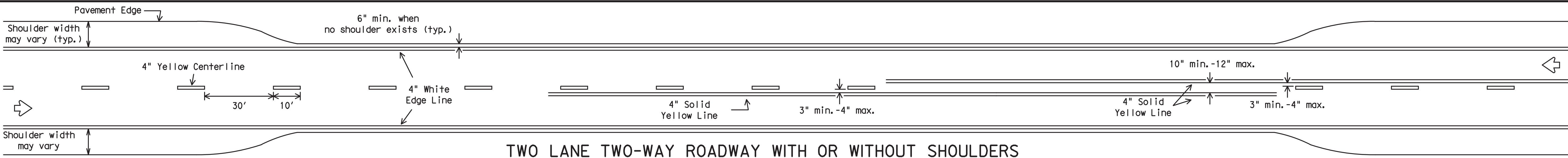


TYPICAL TWO-WAY STREET LANE CLOSURE

NOT TO SCALE

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DATE: FILE:



GUIDE FOR PLACEMENT OF STOP LINES, EDGE LINE & CENTERLINE

Based on Traveled Way and Pavement Widths for Undivided Highways

TABLE 1 - TYPICAL LENGTH (L)

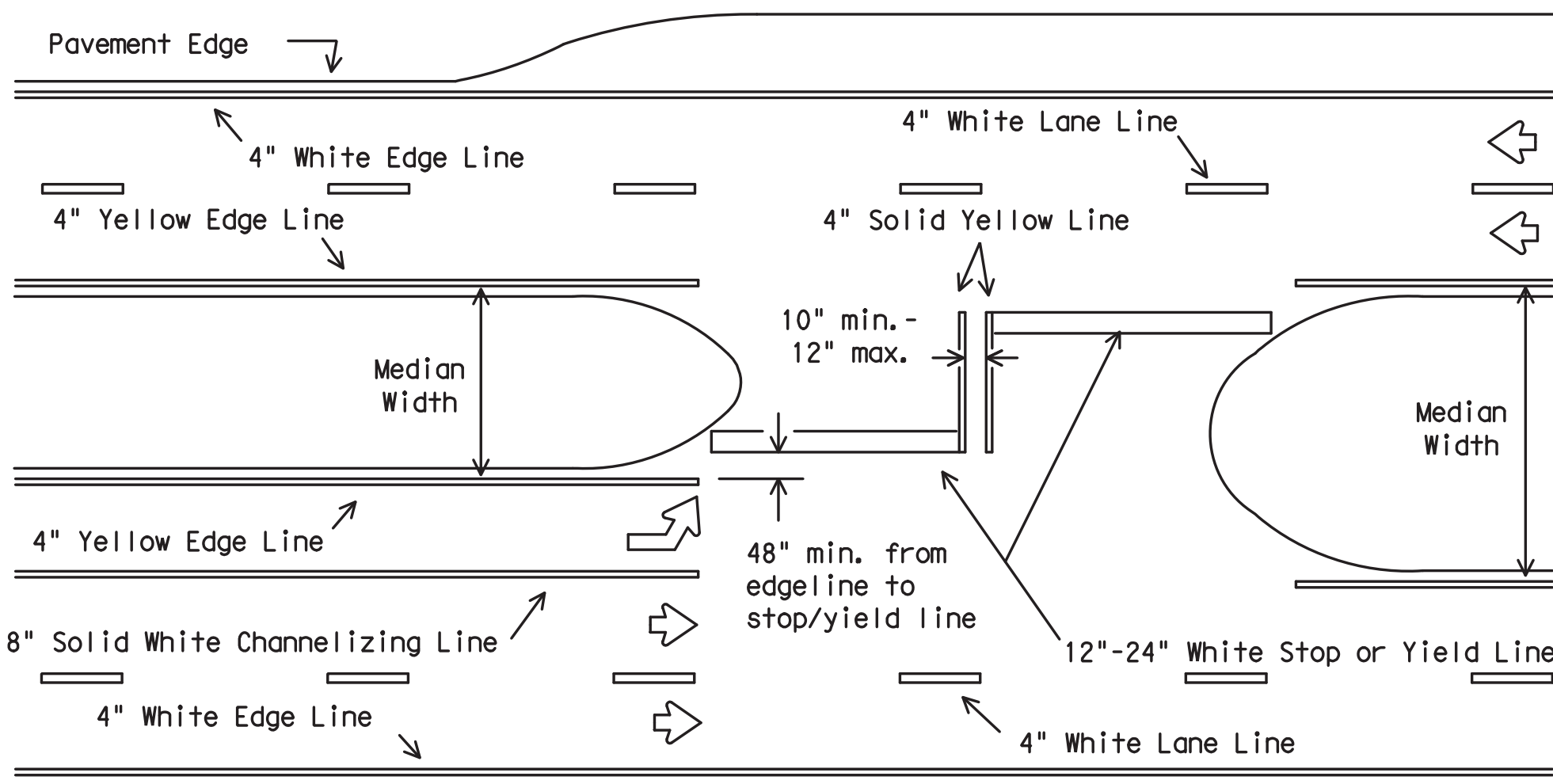
Posted Speed *	Formula
≤ 40	$L = \frac{WS^2}{60}$
≥ 45	$L = WS$

* 85th Percentile Speed may be used on roads where traffic speeds normally exceed the posted speed limit. Crosshatching length should be rounded up to nearest 5 foot increment.

L=Length of Crosshatching (FT.) W=Width of Offset (FT.) S=Posted Speed (MPH)

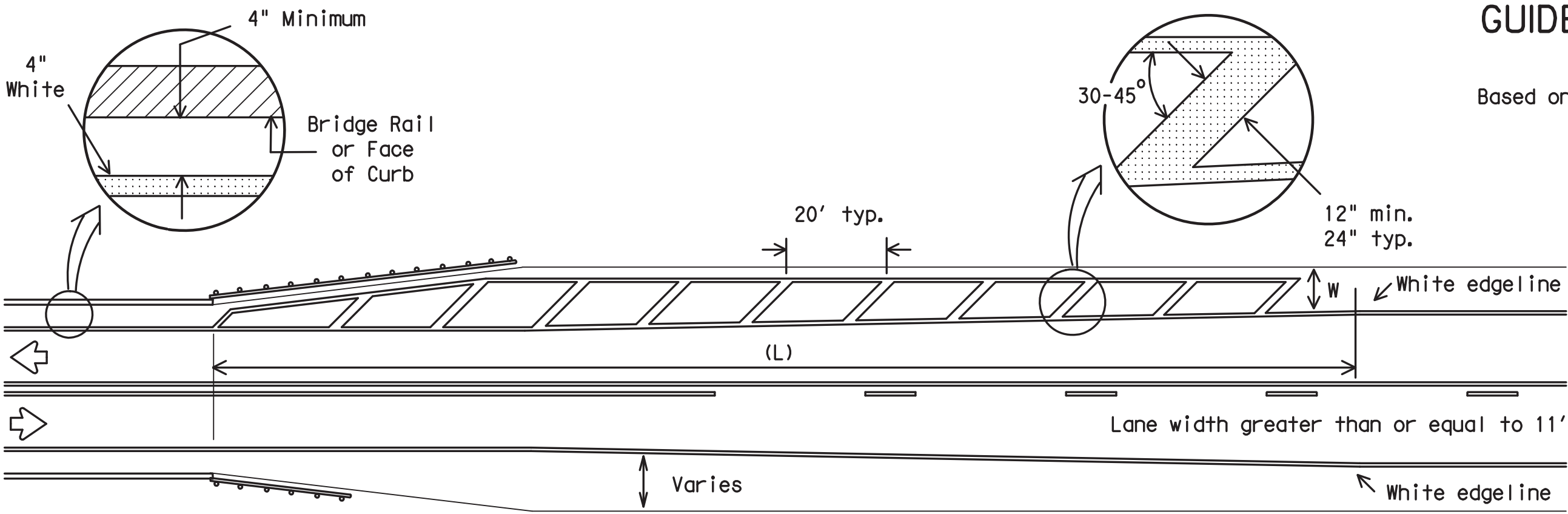
EXAMPLES:

An 8 foot shoulder in advance of a bridge reduces to 4 feet on a 70 MPH roadway. The length of the cross-hatching should be:
 $L = 8 \times 70 = 560$ ft.
A 4 foot shoulder in advance of a bridge reduces to 2 feet on a 40 MPH roadway. The length of the cross-hatching should be:
 $L = 4(40)^2 / 60 = 106.67$ ft. rounded to 110 ft.



All medians shall be field measured to determine the location of necessary striping. Stop/Yield bars and centerlines shall be placed when the median width is greater than 30 ft. The median width is defined as the area between two roadways of a divided highway measured from edge of traveled way to edge of traveled way. The median excludes turn lanes. The median width might be different between intersections, interchanges and of opposite approaches of the same intersection. The narrow median width will be the controlling width to determine if markings are required.

FOUR LANE DIVIDED ROADWAY INTERSECTIONS



NOTES:

- No-passing zone on bridge approach is optional but if used, it shall be a minimum 500 feet long.
- For crosshatching length (L) see Table 1.
- The width of the offset (W) and the required crosshatching width is the full shoulder width in advance of the bridge.
- The crosshatching is not required if delineators or barrier reflectors are used along the structure.
- For guard fence details, refer elsewhere in the plans.

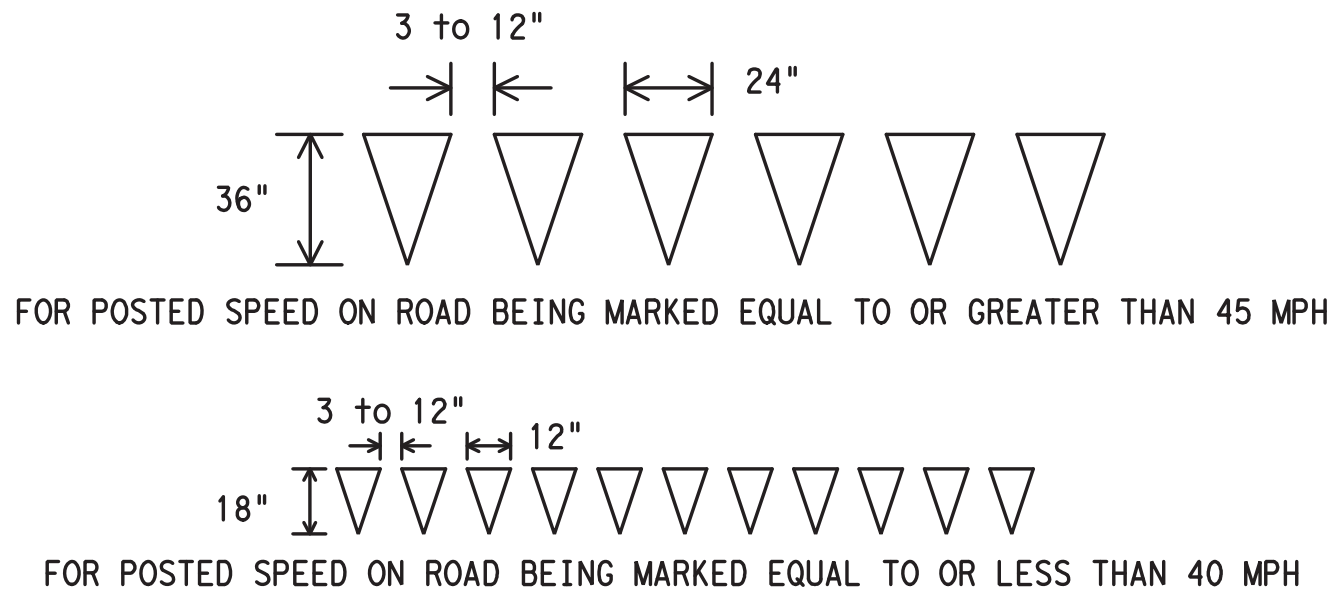
ROADWAYS WITH REDUCED SHOULDER WIDTHS ACROSS BRIDGE OR CULVERT

GENERAL NOTES

- Edgeline striping shall be as shown in the plans or as directed by the Engineer. The edgeline should typically be placed a minimum of 6 inches from the edge of pavement. This distance may vary due to pavement raveling or other conditions. Edgelines are not required in curb and gutter sections of roadways.
- The traveled way includes only that portion of the roadway used for vehicular travel and not the parking lanes, sidewalks, berms and shoulders. The traveled ways shall be measured from the inside of edgeline to inside of edgeline of a two lane roadway.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



YIELD LINES



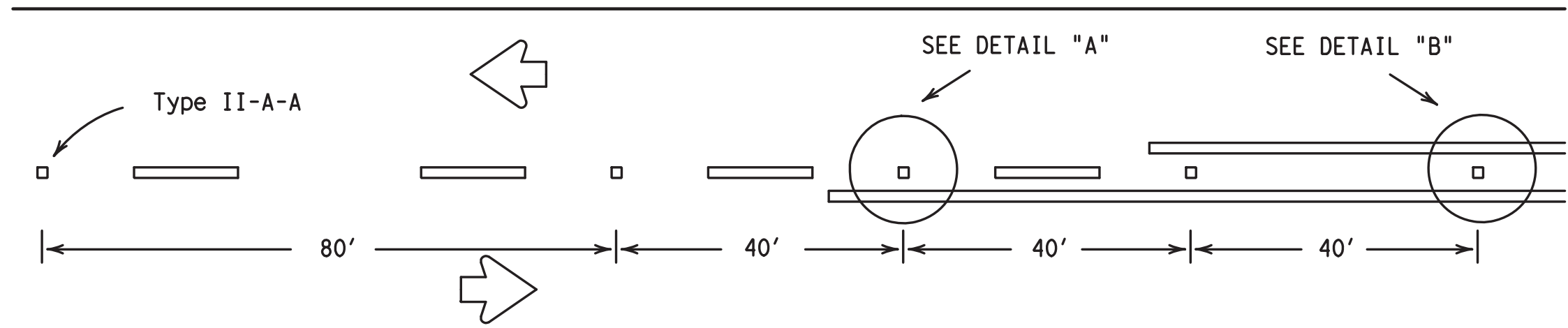
TYPICAL STANDARD PAVEMENT MARKINGS

PM(1)-12

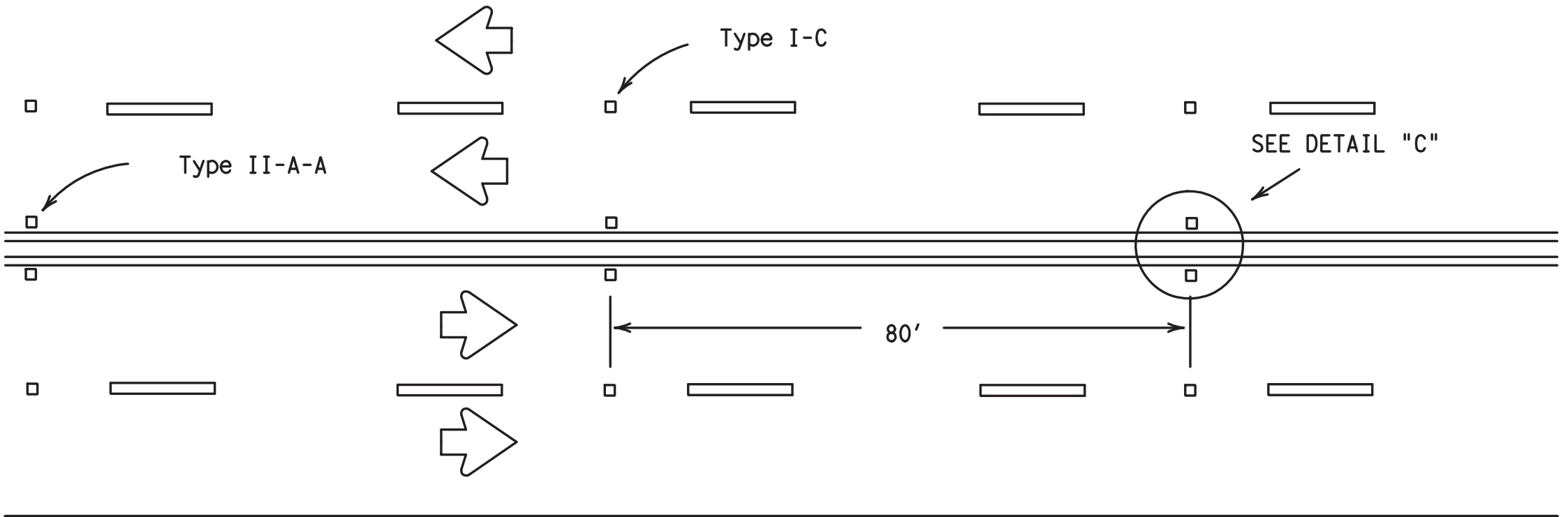
© TxDOT November 1978	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
8-95 2-12	CONT	SECT	JOB	HIGHWAY
5-00				
8-00	DIST		COUNTY	SHEET NO.
3-03				14

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REFLECTIVE RAISED PAVEMENT MARKERS
FOR VEHICLE POSITIONING GUIDANCE

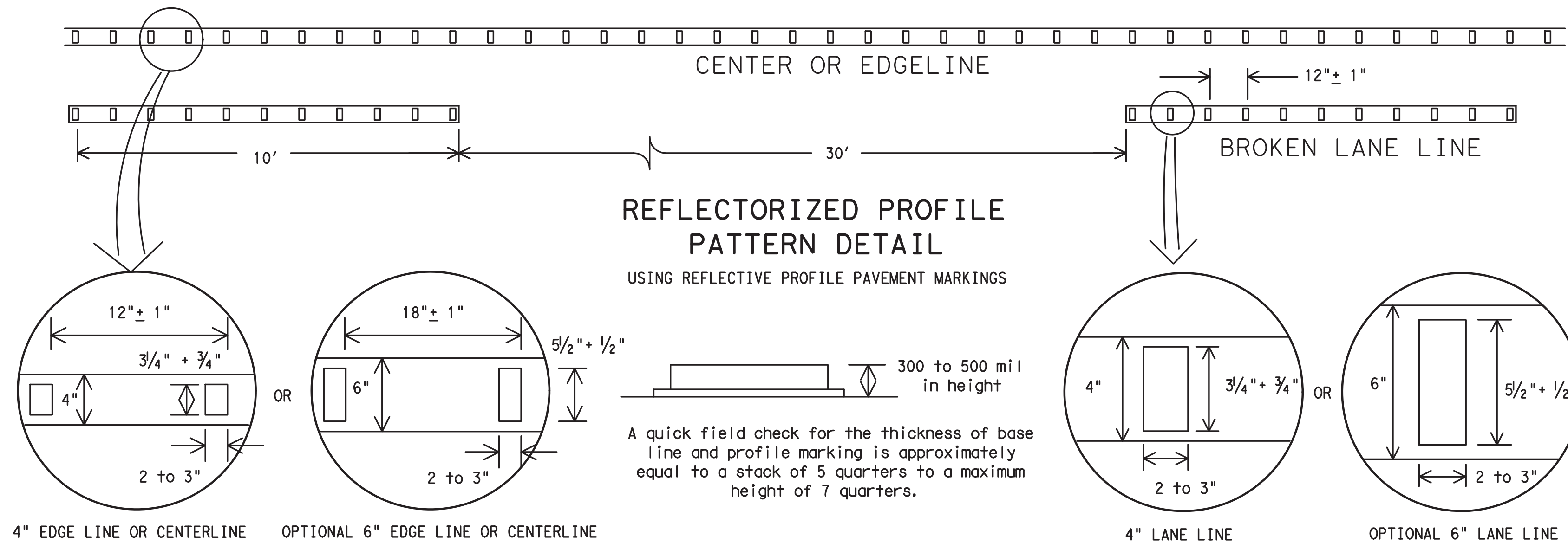
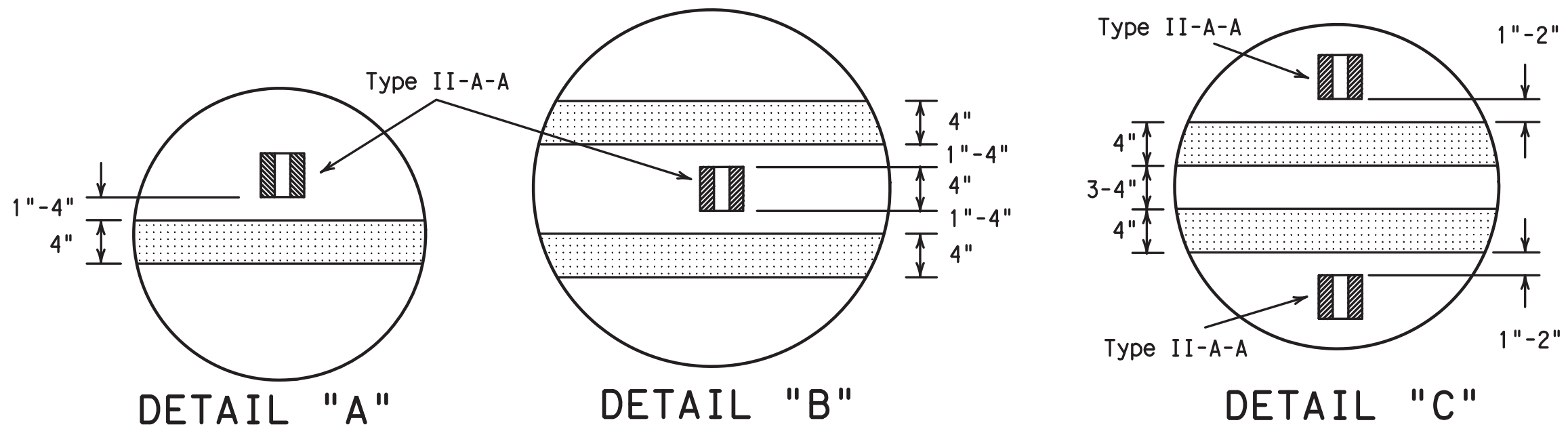


CENTERLINE FOR ALL TWO LANE ROADWAYS



CENTERLINE & LANE LINES
FOR FOUR LANE TWO-WAY HIGHWAYS

Raised pavement marker Type I-C, clear face toward normal traffic, shall be placed on 80-foot centers.



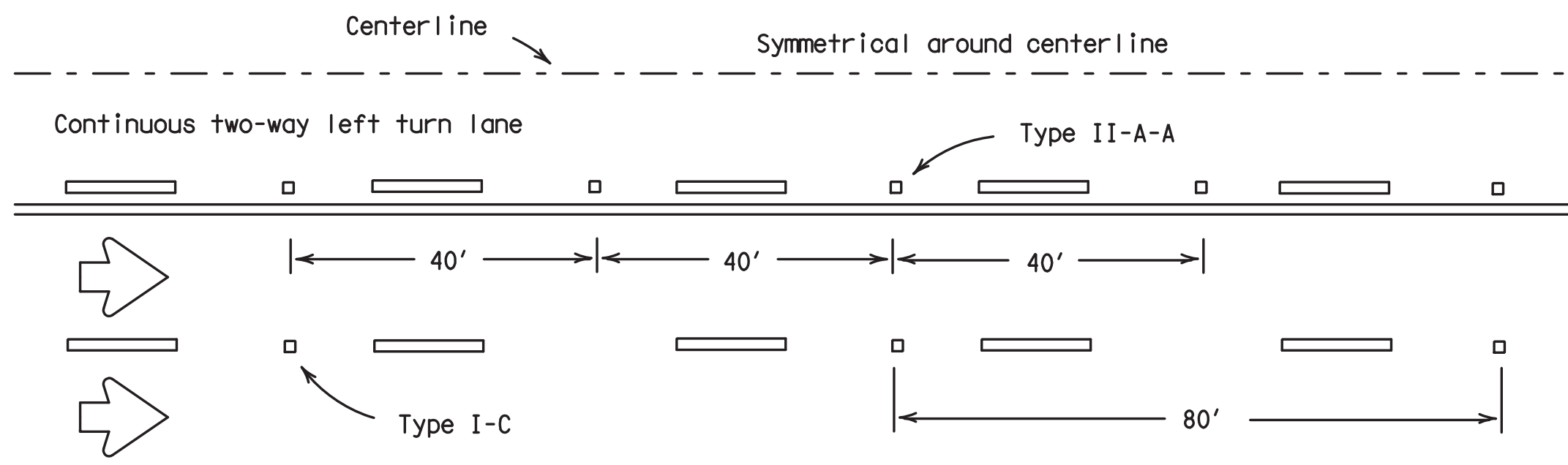
REFLECTORIZED PROFILE
PATTERN DETAIL

USING REFLECTIVE PROFILE PAVEMENT MARKINGS

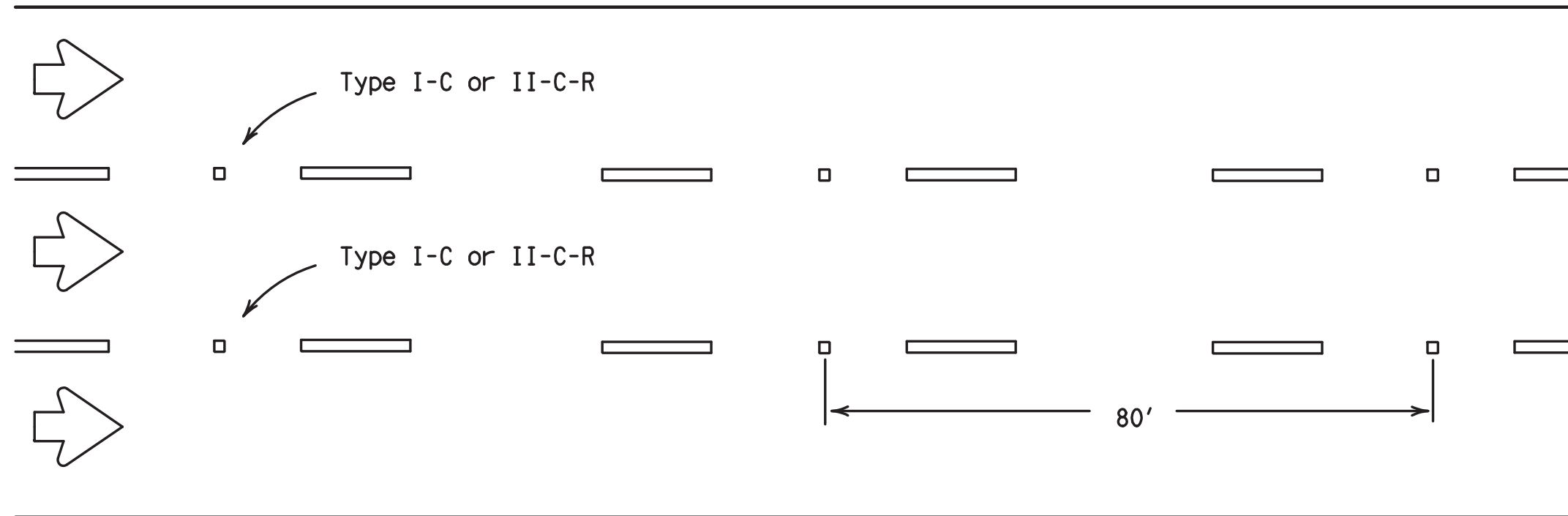
A quick field check for the thickness of base line and profile marking is approximately equal to a stack of 5 quarters to a maximum height of 7 quarters.

NOTE:

Profile markings shall not be placed on roadways with a posted speed limit of 45 MPH or less.



CENTERLINE AND LANE LINES FOR TWO-WAY LEFT TURN LANE



LANE LINES FOR ONE-WAY ROADWAY (NON-FREEWAY FACILITIES)

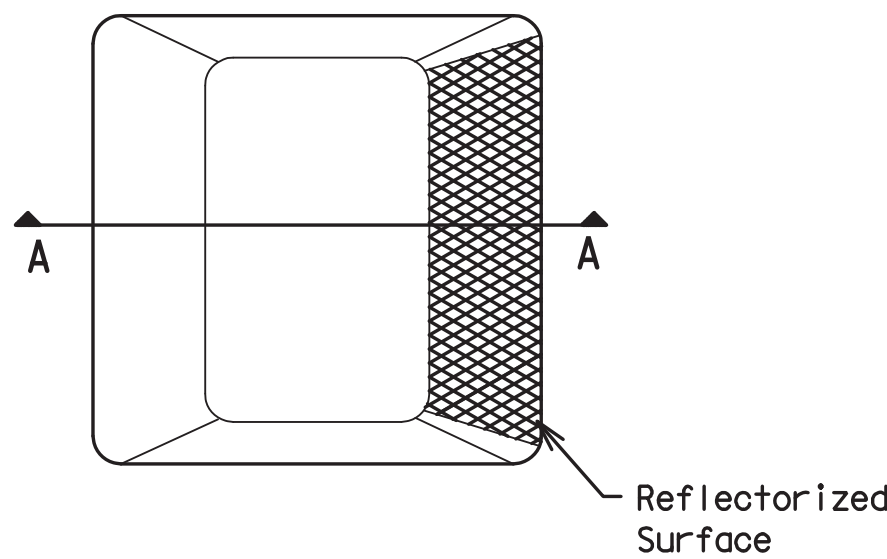
Raised pavement markers Type II-C-R shall have clear face toward normal traffic and red face toward wrong-way traffic.

GENERAL NOTES

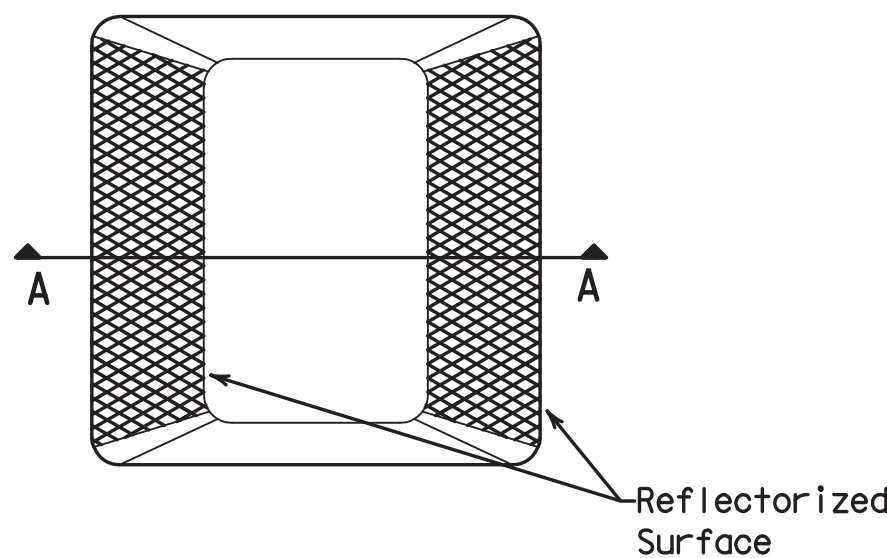
- All raised pavement markers placed in broken lines shall be placed in line with and midway between the stripes.
- On concrete pavements the raised pavement markers should be placed to one side of the longitudinal joints.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

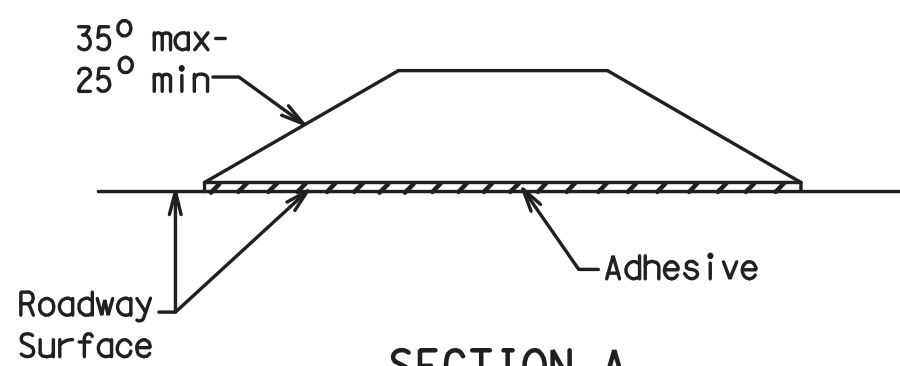
All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.



Type I (Top View)



Type II (Top View)



SECTION A

RAISED PAVEMENT MARKERS



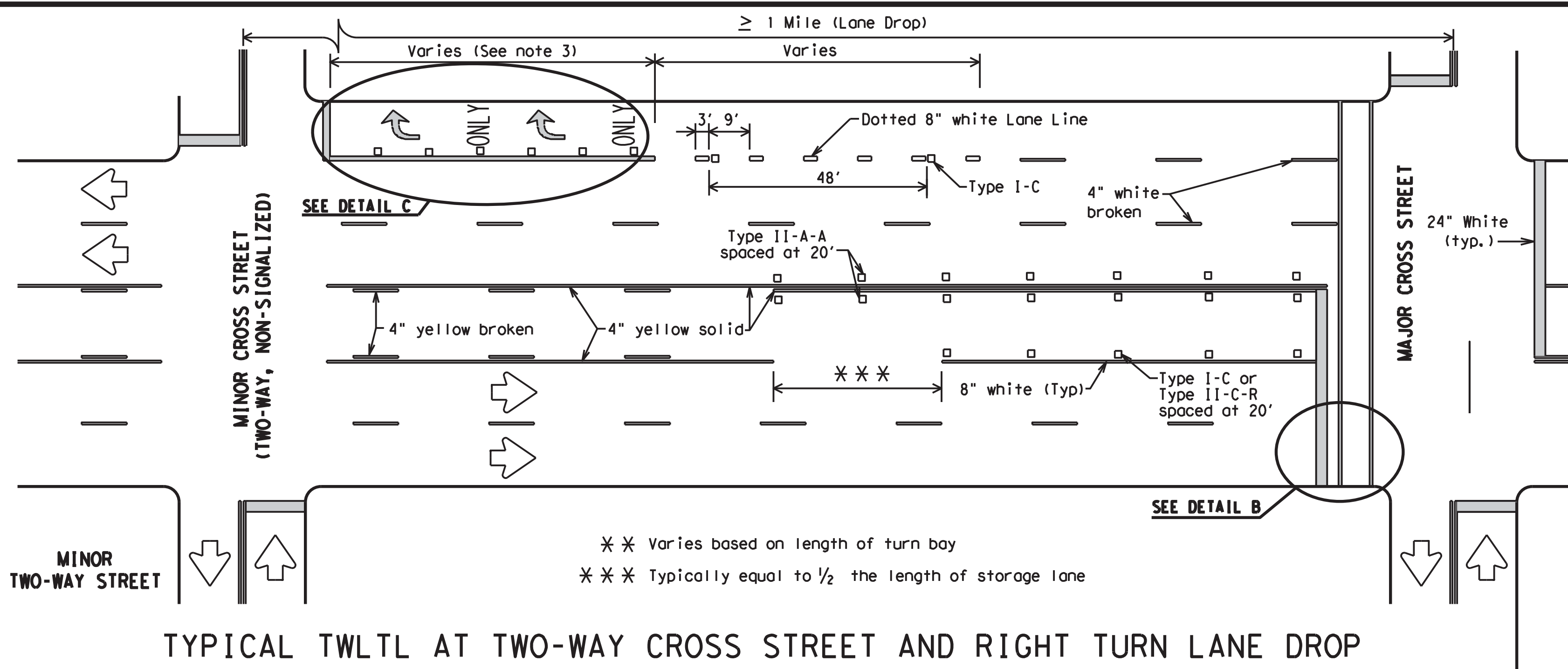
POSITION GUIDANCE USING
RAISED MARKERS
REFLECTORIZED PROFILE
MARKINGS

PM(2)-12

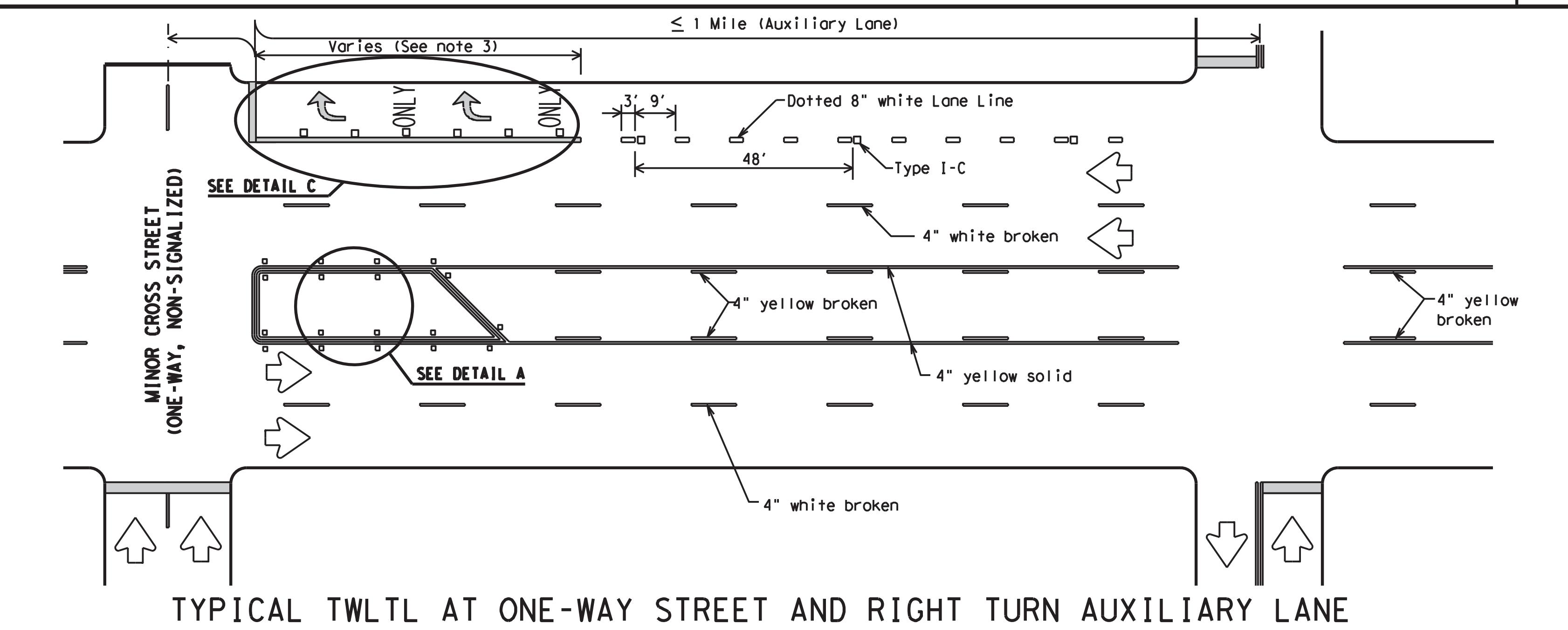
© TxDOT April 1977		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
4-92	2-10				
5-00	2-12				
8-00		DIST	COUNTY		SHEET NO.
2-08					15

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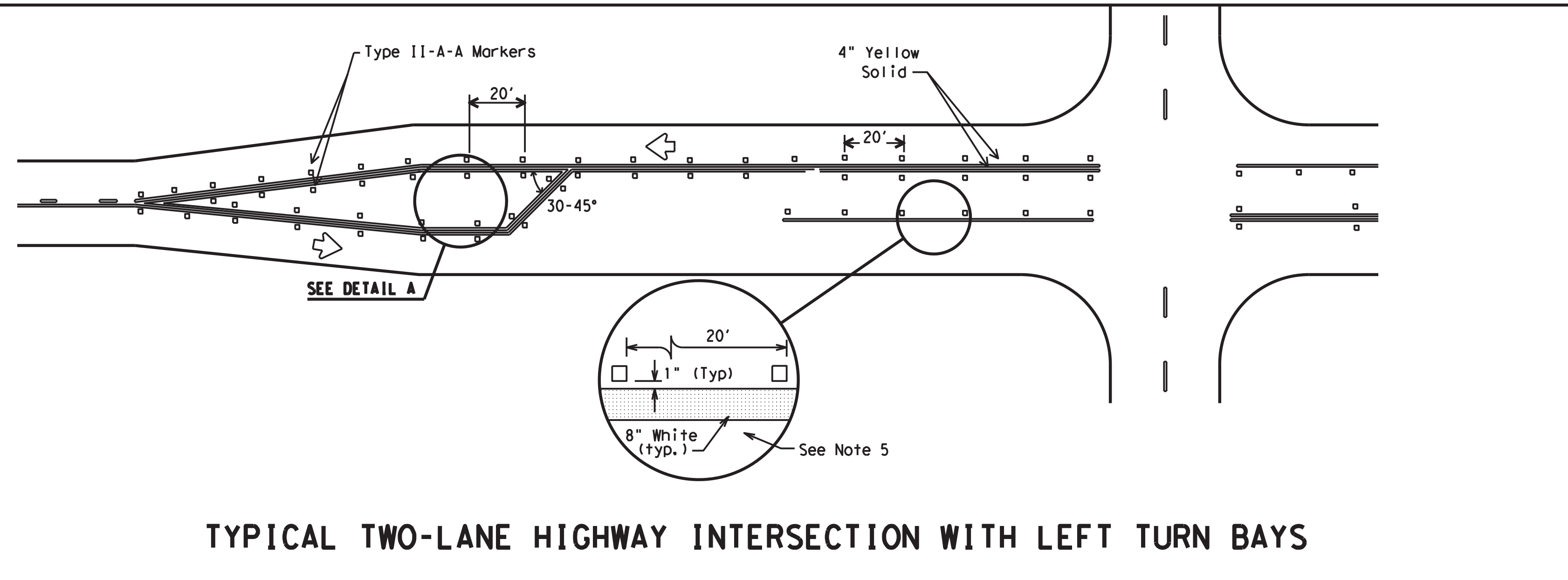
DATE:
FILE:



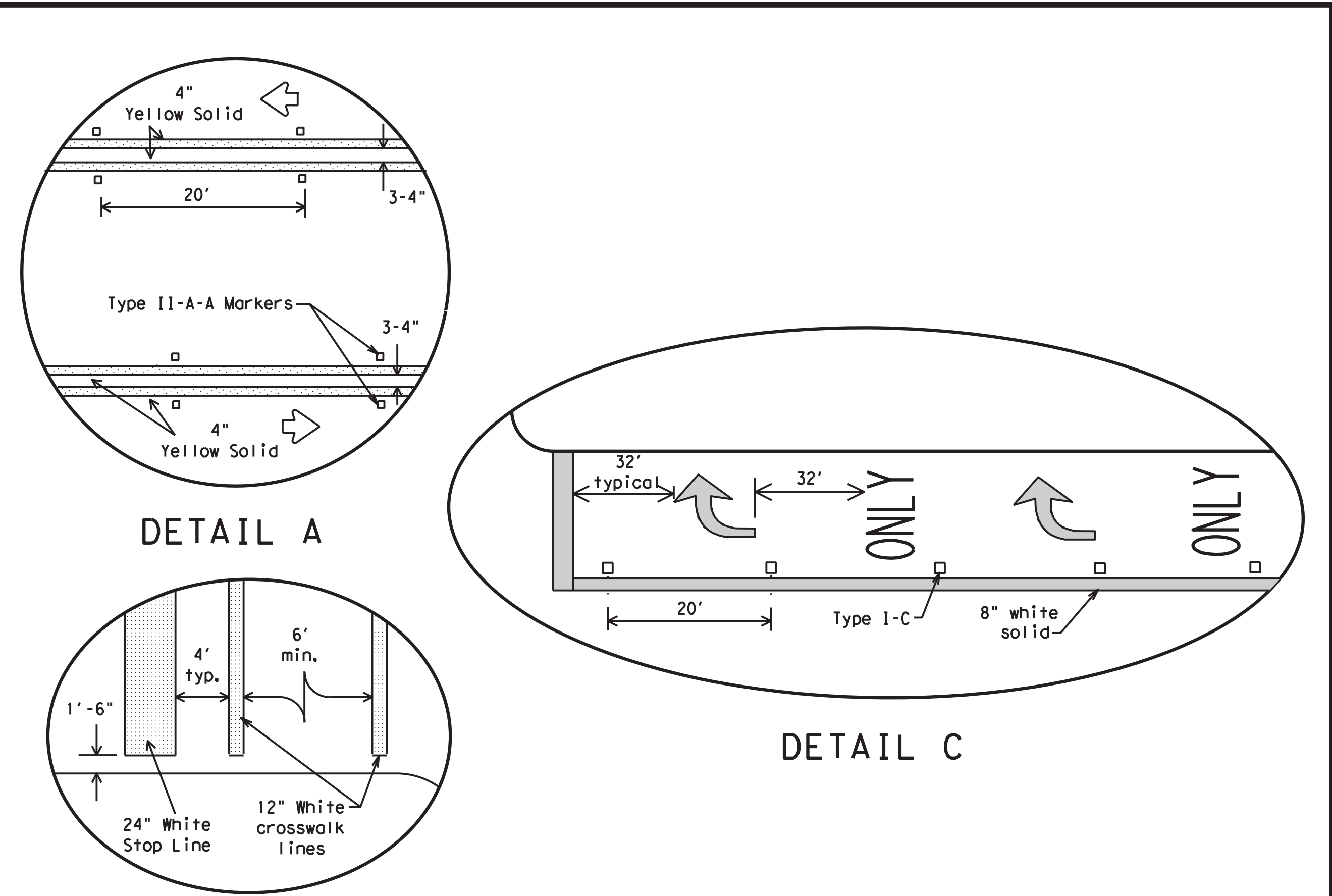
TYPICAL TWLTL AT TWO-WAY CROSS STREET AND RIGHT TURN LANE DROP



TYPICAL TWLTL AT ONE-WAY STREET AND RIGHT TURN AUXILIARY LANE



TYPICAL TWO-LANE HIGHWAY INTERSECTION WITH LEFT TURN BAYS



DETAIL A

DETAIL B

DETAIL C

Final placement of Stop Bar and Crosswalk shall be approved by the Engineer in the field.

MATERIAL SPECIFICATIONS	
PAVEMENT MARKERS (REFLECTORIZED)	DMS-4200
EPOXY AND ADHESIVES	DMS-6100
BITUMINOUS ADHESIVE FOR PAVEMENT MARKERS	DMS-6130
TRAFFIC PAINT	DMS-8200
HOT APPLIED THERMOPLASTIC	DMS-8220
PERMANENT PREFABRICATED PAVEMENT MARKINGS	DMS-8240

All pavement marking materials shall meet the required Departmental Material Specifications as specified by the plans.

GENERAL NOTES

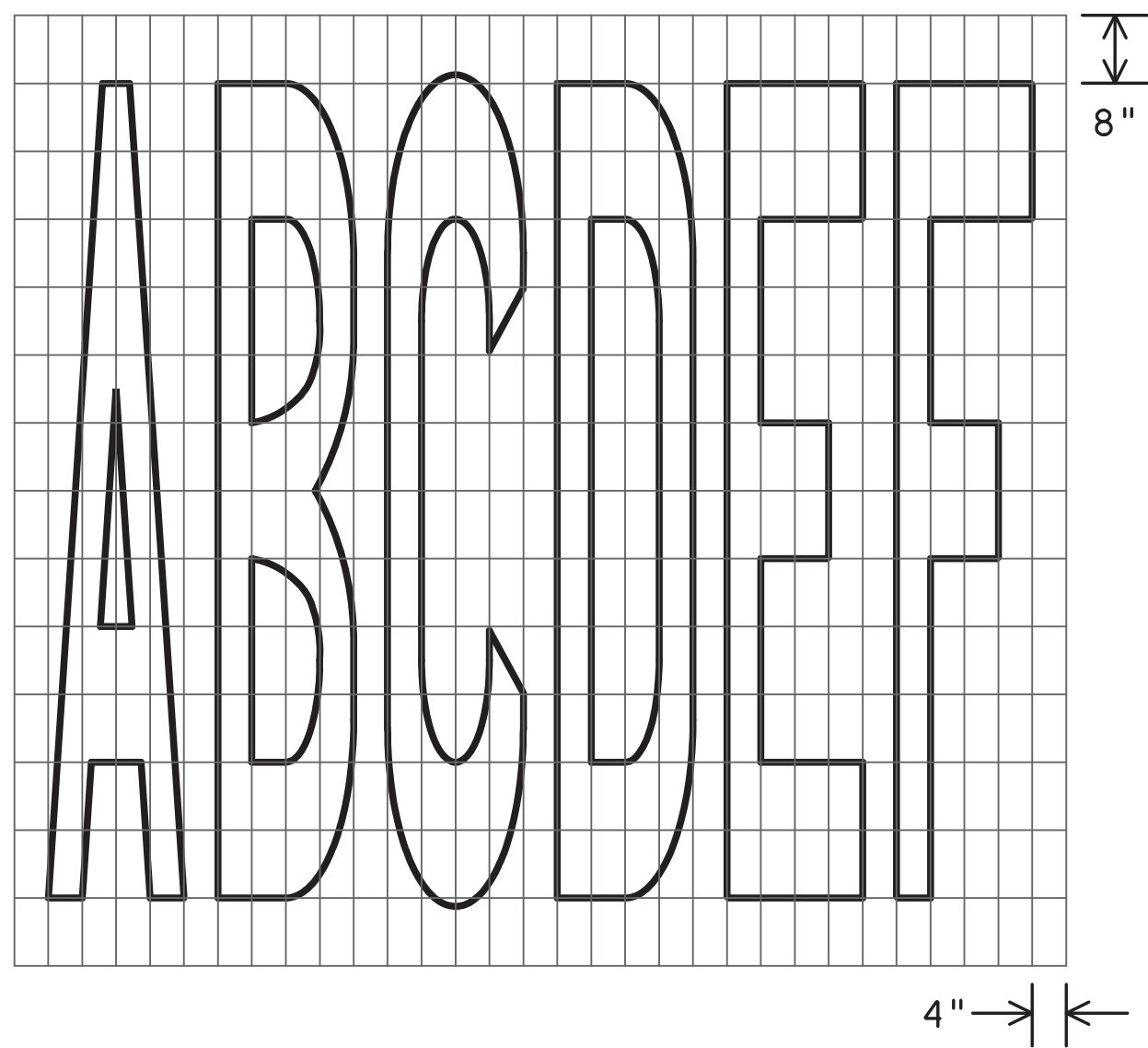
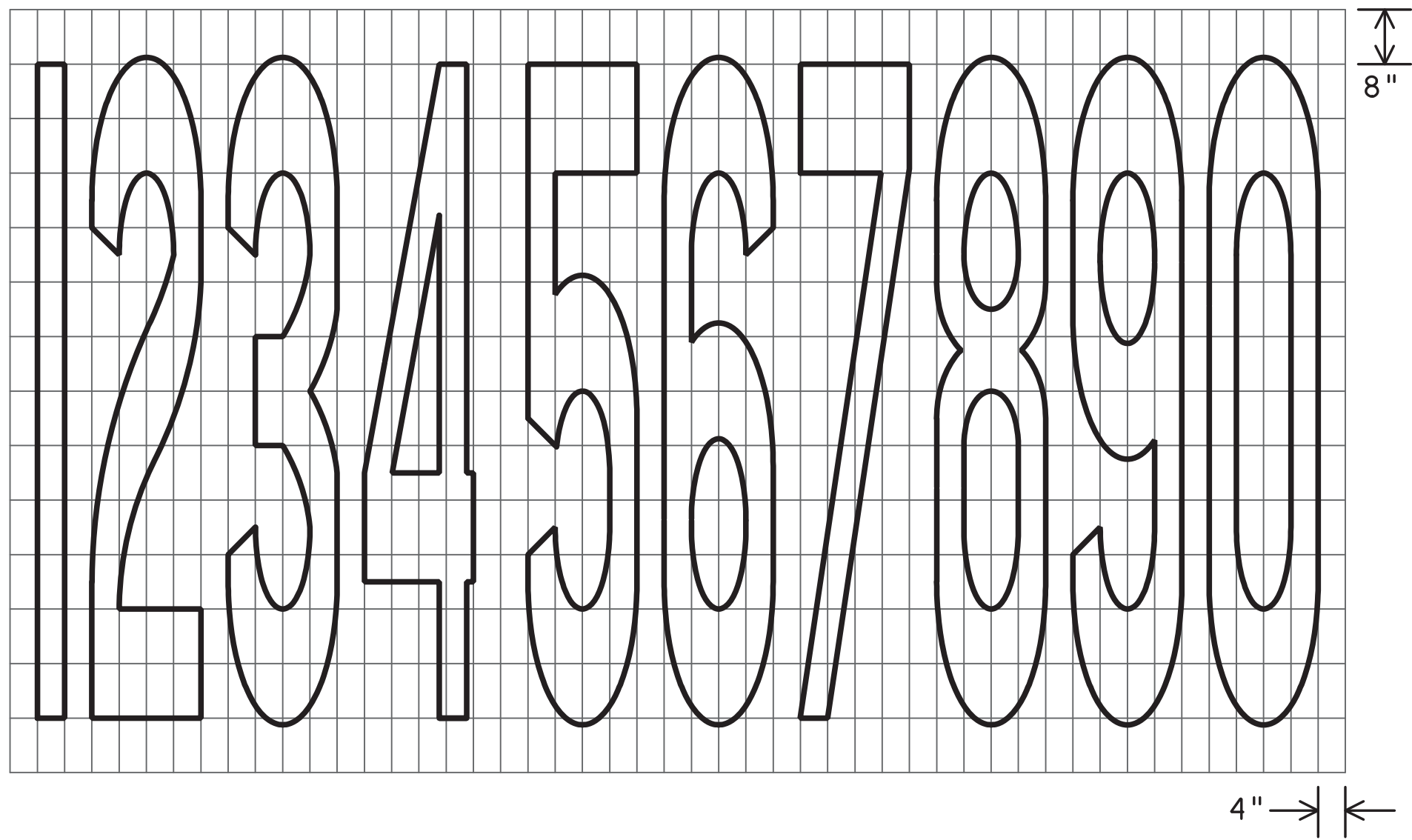
- Refer elsewhere in plans for additional RPM placement and details.
- Lane use word and arrow markings shall be used where through lanes approaching an intersection become mandatory turn lanes. Lane use word and arrow markings should be used in auxiliary lanes of substantial length. Lane use arrow markings or word and arrow markings may be used in other lanes and turn bays for emphasis. Details for words and arrows as shown in the Standard Highway Sign Designs for Texas.
- When lane used word and arrow markings are used, two sets of arrows should be used if the length of the bay is greater than 180 feet. When a single lane use arrow or word and arrow marking is used for a short turn lane, it should be located at or near the upstream end of the full-width turn lane.
- Other crosswalk patterns as shown in the "Texas Manual on Uniform Traffic Control Devices" may be used.
- Raised pavement marker Type I-C with undivided highways, flush medians and two way left turn lanes. Raised pavement marker Type II-C-R with divided highways and raised medians.
- A two-way left-turn (TWLT) lane-use arrow pavement marking should be used at or just downstream from the beginning of a two-way left-turn lane within a corridor. Repeating the marking after each intersection or dedicated turn bay is not required unless stated elsewhere in the plans.

Texas Department of Transportation
Traffic Operations Division

PAVEMENT MARKINGS FOR TWO-WAY LEFT TURN LANES DIVIDED HIGHWAYS AND RURAL LEFT TURN BAYS

PM(3)-12

© TxDOT April 1998		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
5-00	2-12				
8-00					
3-03					
2-10					
		DIST	COUNTY		SHEET NO.
					16



EXIT GORE
MARKINGS

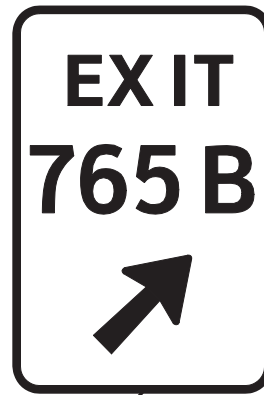
MAIN LANES
↑

EXIT RAMP
↑

765 B

BACK OF
GORE
(PHYSICAL
GORE)

EXIT
GORE
SIGN



20' MIN.

8'

GENERAL NOTES

1. Minimum 8 foot white markings should be used, unless otherwise noted.
2. Spacing between letters and numbers should be approximately 4 inches.
3. Pavement markings are to be located as specified elsewhere in the plans.
4. All pavement marking materials shall meet the required Departmental Material Specifications or as specified in these plans.



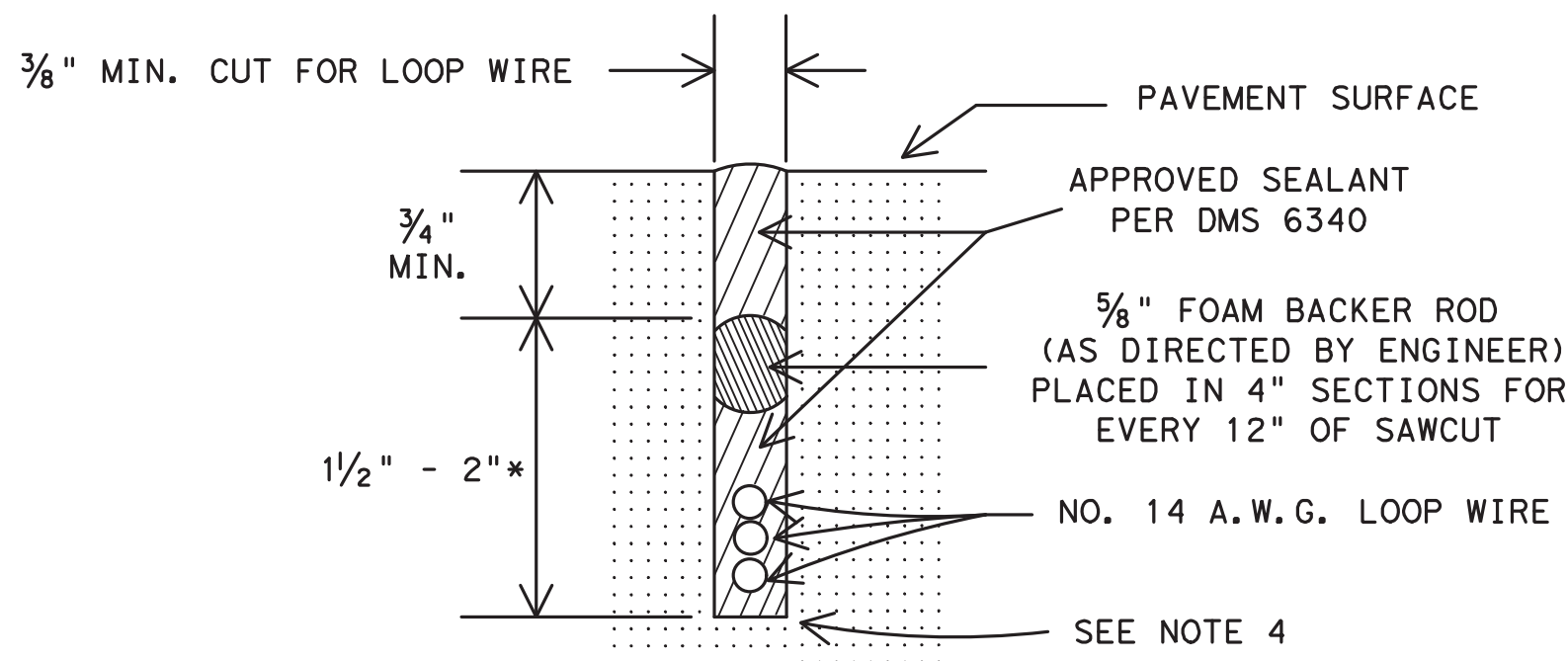
EXIT NUMBER
GORE MARKINGS FOR
AERIAL VIEW DETAIL

PM(4)-12

© TxDOT April 2006		DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS		CONT	SECT	JOB	HIGHWAY
2-10					
2-12					
		DIST	COUNTY		SHEET NO.
					17

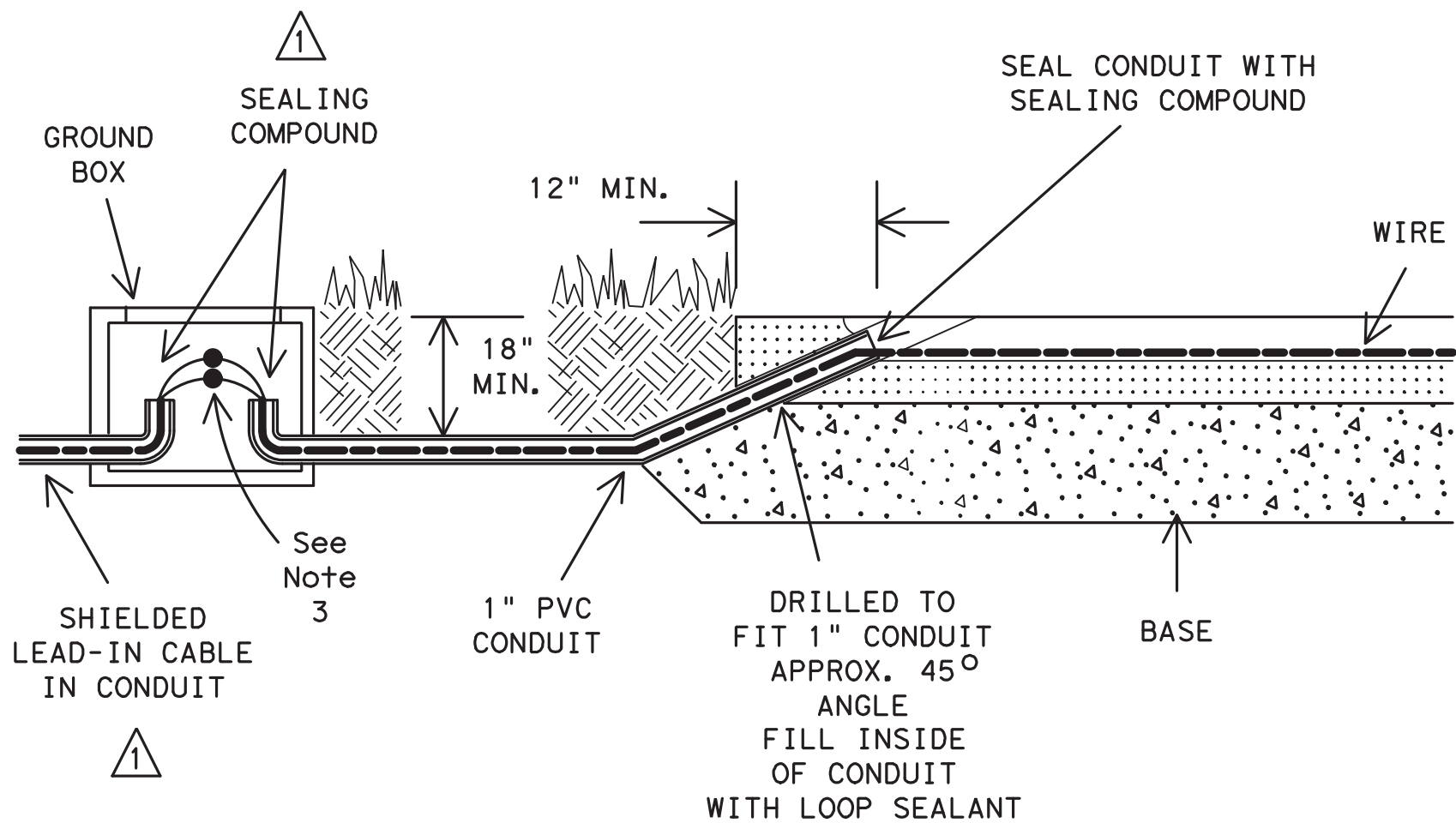
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DATE:
FILE:

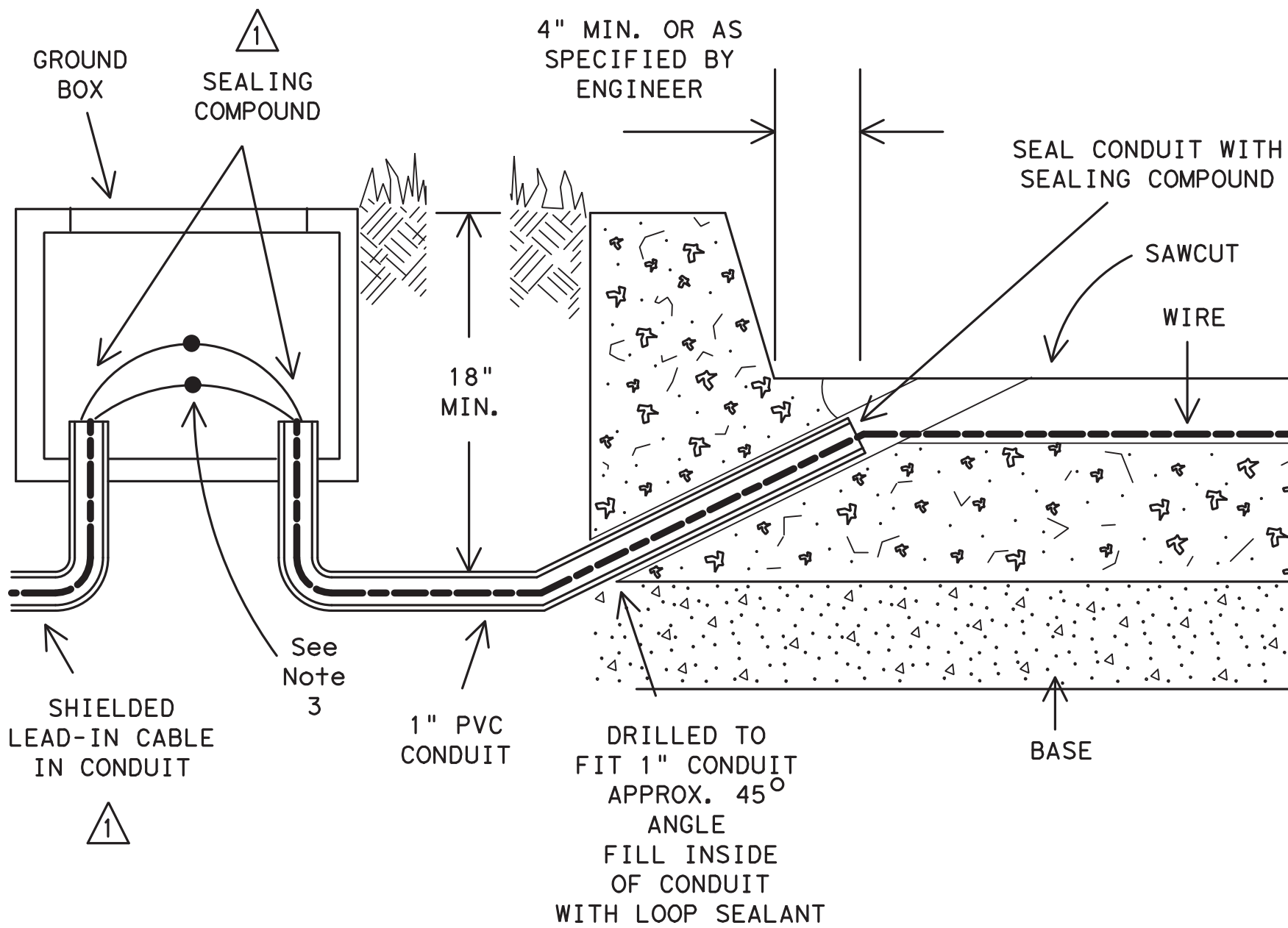


LOOP SAW CUT CROSS-SECTION

* SAWCUTS IN BRIDGE DECKS ARE TYPICALLY 1" DEPTH MAXIMUM
SAWCUTS IN BRIDGE DECKS AND ACROSS EXPANSION JOINTS SHALL BE AS APPROVED BY ENGINEER



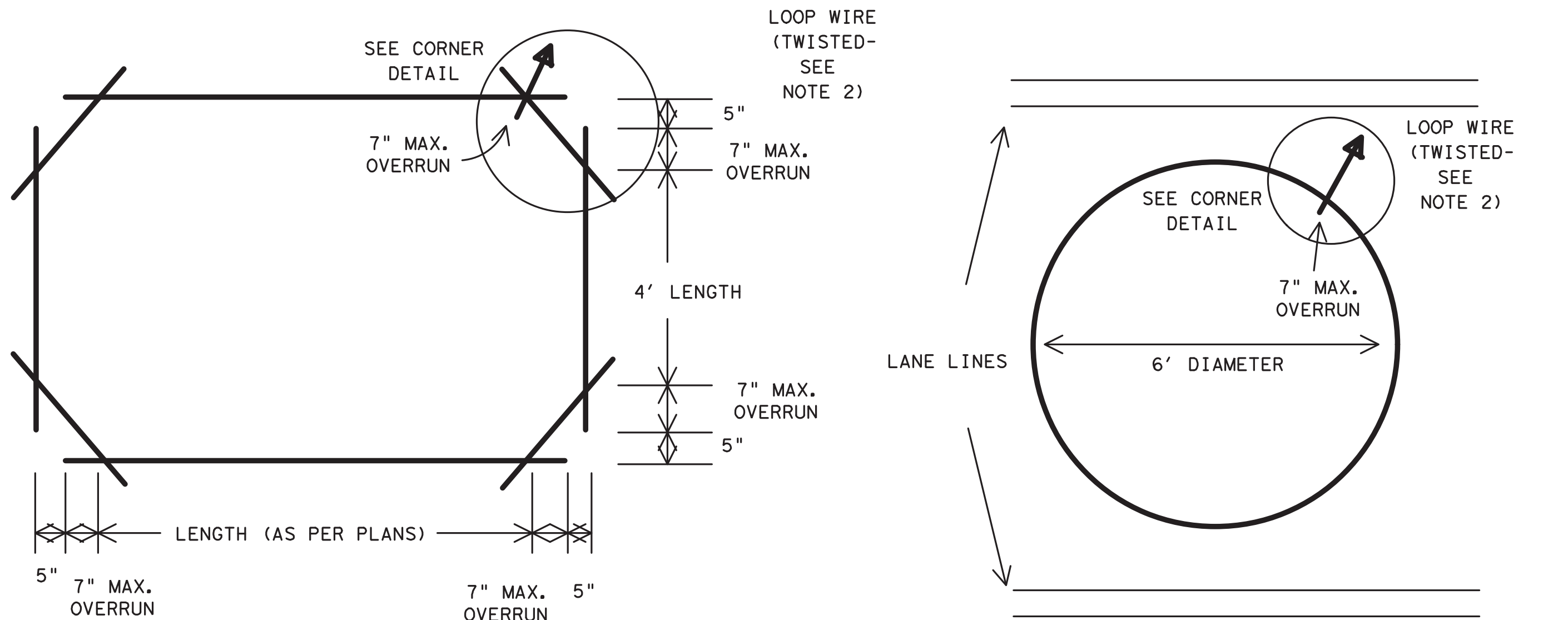
TYPICAL LEAD IN CONFIGURATION (WITHOUT CURBING)



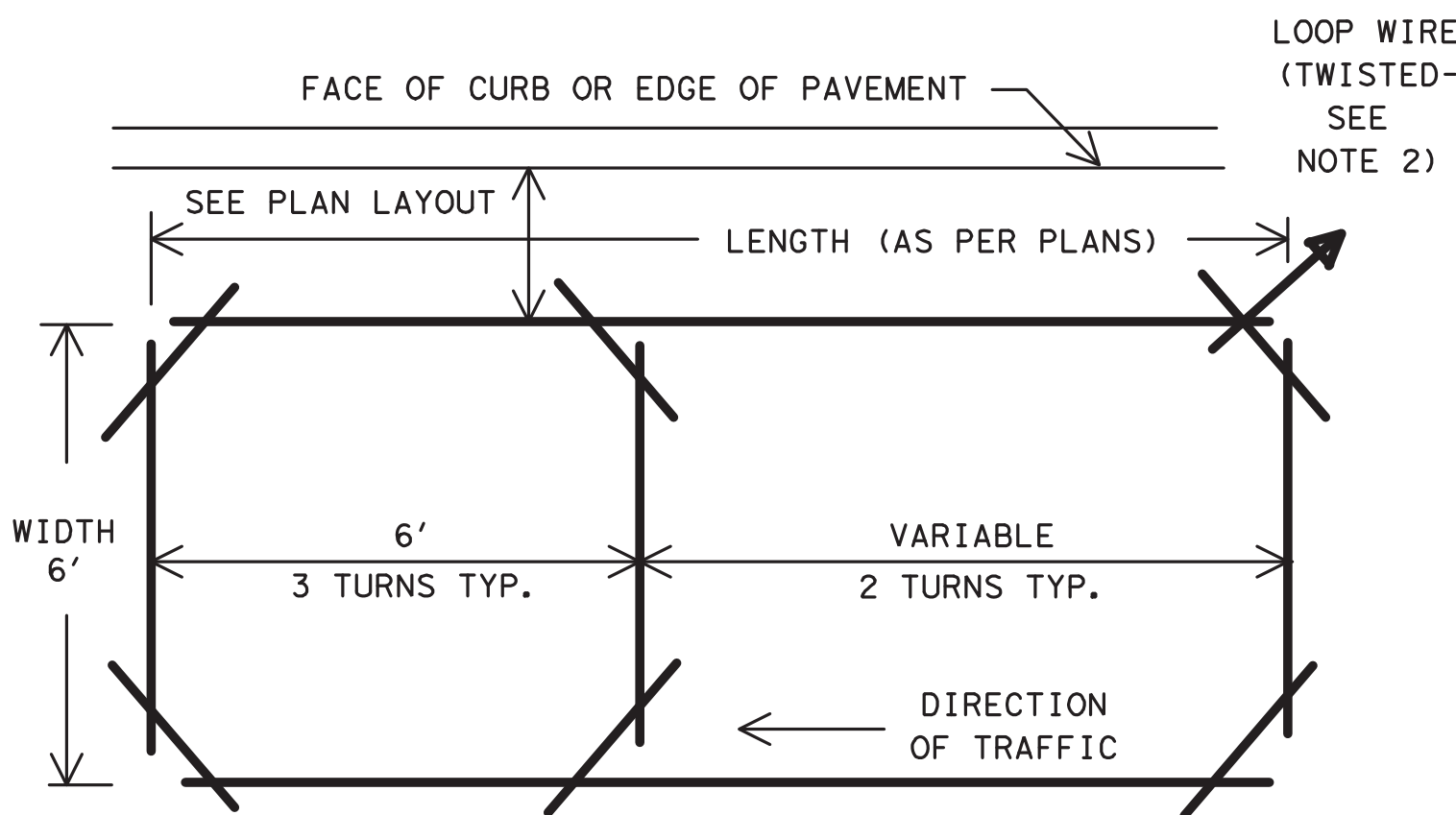
TYPICAL LEAD IN CONFIGURATION (WITH CURBING)

TYPICAL LOOP DETECTOR LAYOUTS

(AS SPECIFIED IN PLANS)

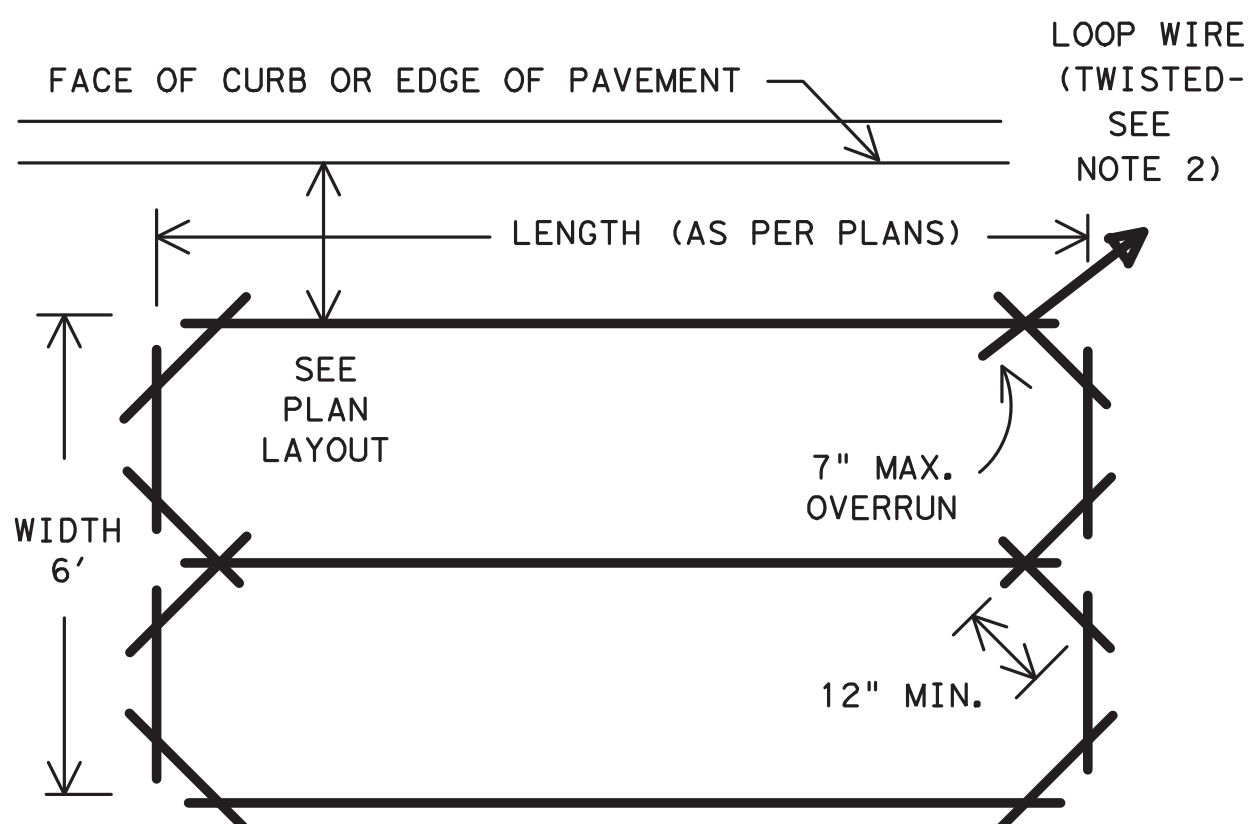


RECTANGULAR



POWER HEADER

CIRCULAR



QUADRAPOLE

GENERAL NOTES:

1. The pavement cut is to be made with a concrete saw to neat lines and loose material removed. The cut shall be clean and dry when the wire and sealing compound is placed.
2. Loop wire shall be 14 AWG Stranded Type XHHW. Wire from the loop to the ground box shall be twisted a minimum of 5 turns per foot. No splices shall be permitted in the loop or in the run to the ground box.
3. The home run cable from the pull box to the controller shall be IMSA 50-2 shielded cable and shall be soldered to the loop wire. The solder joints shall be sealed with Scotchcast or other method acceptable to the Engineer. The shield shall be grounded only at the controller end. Loop home run cable shall be two conductor 14 AWG shielded, Type XHHW.
4. All wire placed in the saw cut shall be sealed by fully encapsulating it in a sealant acceptable to the Engineer. Sealing compound shall be in accordance with DMS 6340.
5. The loop location, configuration and number of turns shall be as indicated on the plans or as directed by the Engineer.

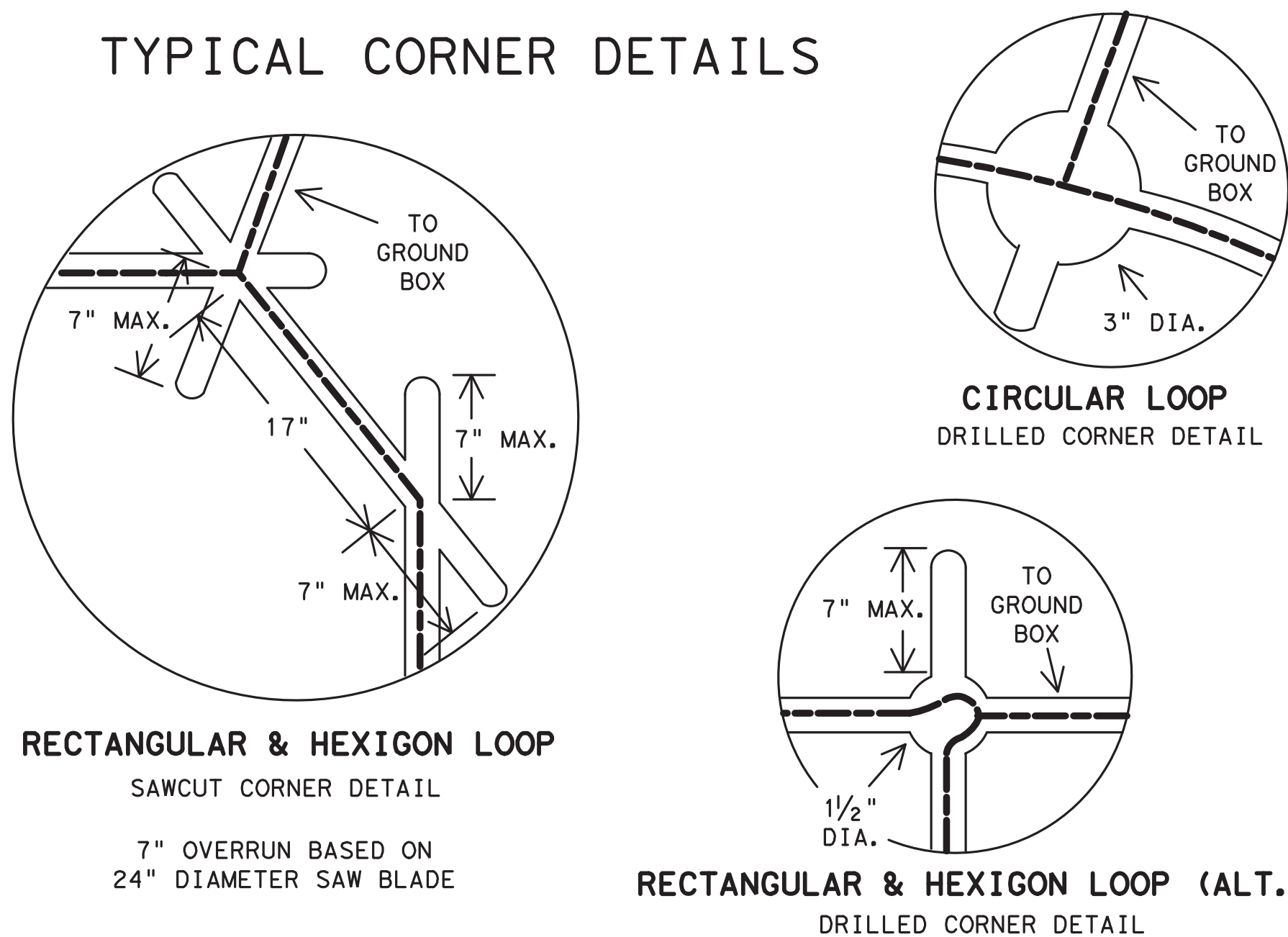
Recommended Number of Turns for Loop Detectors

PERIMETER SIZE (FT.)	NUMBER OF TURNS	APPROXIMATE LOOP SIZES INCLUDED
24' or Less	3 or 4	5' x 5', 6' x 6'
25' - 110'	2 or 3	6' x 10', 6' x 45'
110' or More	1 or 2	6' x 50' or Longer

6. A separate saw cut shall be made from each loop to the edge of pavement or as specified by the Engineer.
7. Splices between the loop lead-in cable and loop detector shall be made only in the ground box near the loop it is serving.
8. Circular loops may use prewound loops encased in continuous pvc tubing. Sawcut width may be adjusted to accommodate tubing.
9. The lead-in wire in the circular loop shall be coiled at the 3 inch drilled corner to reduce bending stress.
10. Loop duct may be used as specified by Engineer.

For additional information refer to "Texas Traffic Signal Detector" manual, TTI Report 1163-1.

TYPICAL CORNER DETAILS



Texas Department of Transportation
Traffic Operations Division

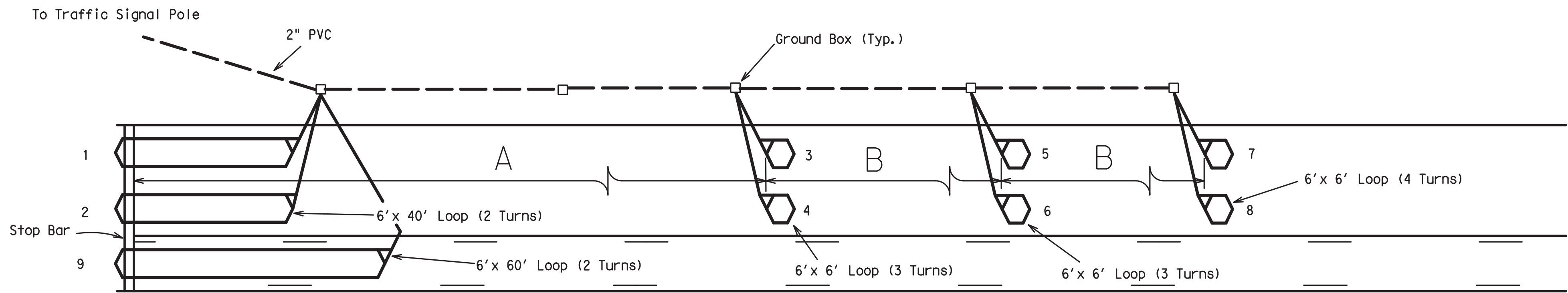
LOOP DETECTOR INSTALLATION DETAILS

LD(1)-03

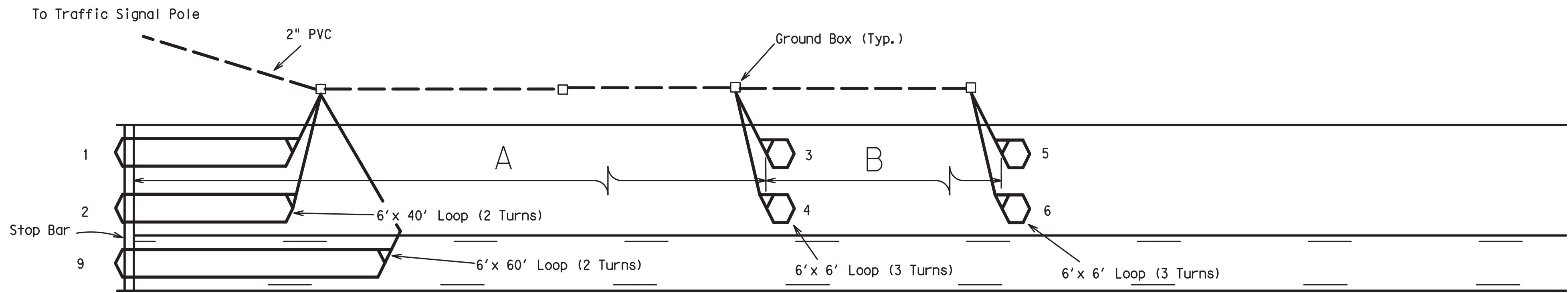
© TxDOT December 1998	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
2-99 1-03	REVISIONS	CONT	SECT	JOB
				HIGHWAY
		DIST	COUNTY	SHEET NO.
				18

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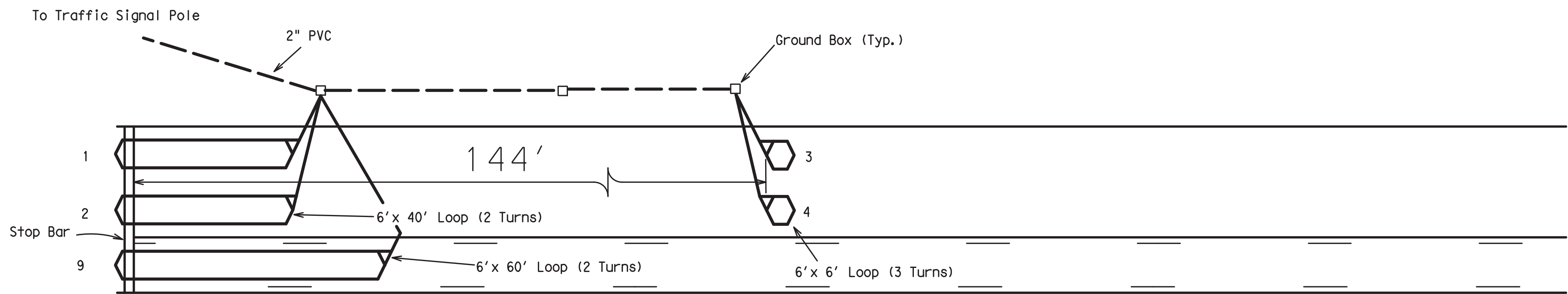
DATE:
FILE:



55 MPH (A=225', B=95') 60 MPH (A=275', B=100')
65 MPH (A=320', B=110') 70 MPH (A=350', B=125')

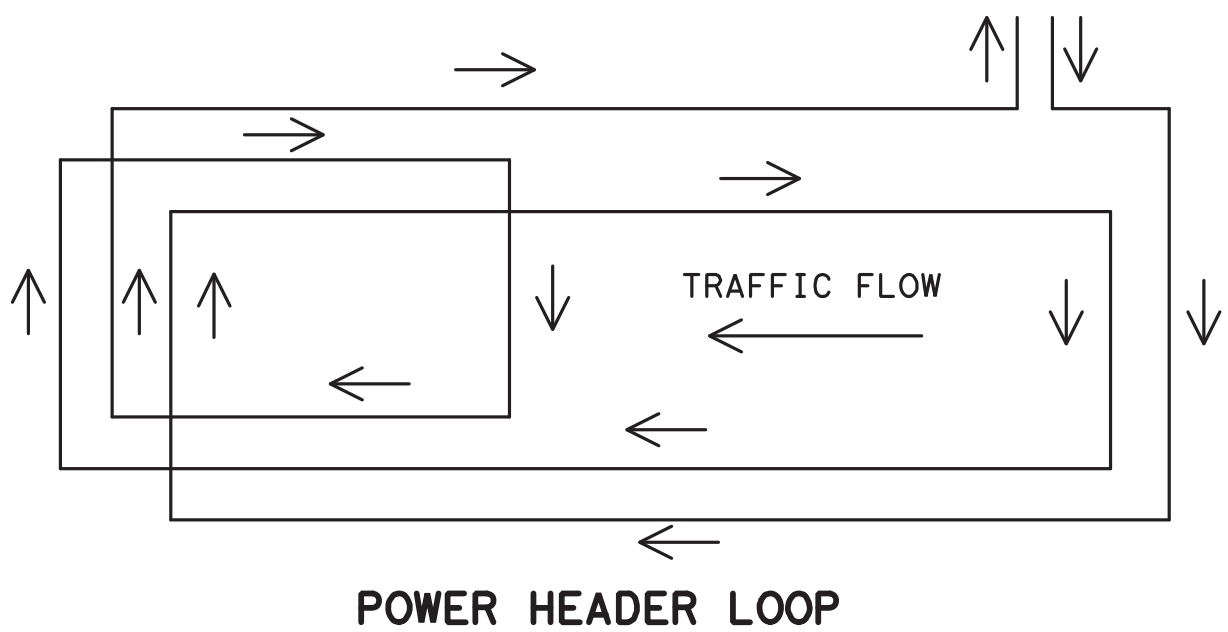
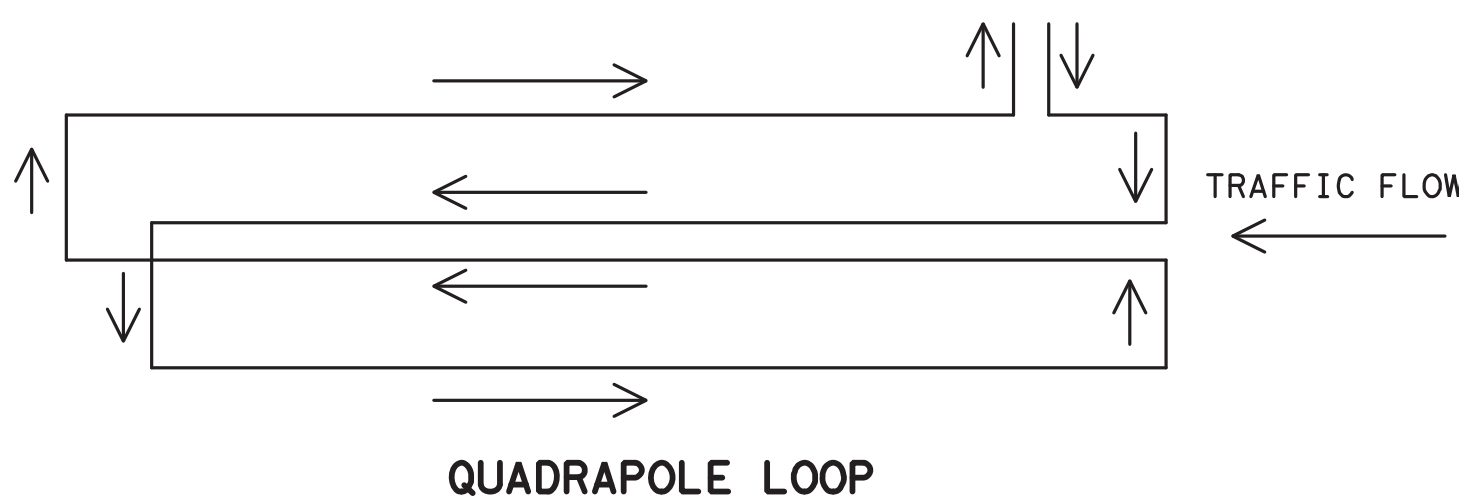


35 MPH (A=90', B=100') 40 MPH (A=110', B=130')
45 MPH (A=175', B=115') 50 MPH (A=220', B=130')



30 MPH

LOOP WINDING DETAILS



GENERAL NOTES:

Loops 1 and 2 shall be connected to the controller cabinet by means of the same loop lead-in (2/C #14 AWG).

Loops 3 thru 6 shall be connected to the controller cabinet by means of the same loop lead-in (2/C #14 AWG).

Loops 7 and 8 shall be connected to the controller cabinet by means of the same loop lead-in (2/C #14 AWG).

Loop 9 shall be connected to the controller cabinet by means of a loop lead-in (2/C #14 AWG). Loop 9 shall be placed only when a left turn lane exists.



LOOP DETECTOR PLACEMENT DETAILS

LD(2)-03

© TxDOT January 2003	DN: TxDOT	CK: TxDOT	DW: TxDOT	CK: TxDOT
REVISIONS	CONT	SECT	JOB	HIGHWAY
	DIST	COUNTY		SHEET NO.
				19

August 10, 2016

Alton Dixon
City of Lancaster
Purchasing Department
211 N Henry Street
Lancaster, Texas 75146

RE: Water Improvements for 2nd St., Dallas Ave., Main St., Pleasant Run and Lancaster-Hutchins
TNP Project No. LAN 15135

Dear Mr. Dixon:

On Friday, July 29th, 2016, bids were opened for the above referenced project. Four contractors submitted bids for this project. A summary of the bid received is provided in the table below and a bid tabulation is attached at the end of this memo.

Bidder	Total Bid
Rumsey Construction	\$594,201.00
Atkins Bros. Equipment Co.	\$614,026.00
Dowager Utility Construction	\$640,241.00
Excel 4 Construction	\$684,087.00*

* Corrected Total

The bid submitted by Excel 4 Construction contained the following error(s) as described below:

1. Bid Item 29, Stamped Concrete line item total was mis-calculated to be \$6,525.00 when it should be \$2,700.00. This miscalculation also caused the Total Bid to be incorrect. The table provided above and bid tabulation attached have been corrected. This correction decreased their Total Bid by \$3,825.00.

Please note the errors in Excel 4 Construction's bid did not affect Rumsey Construction's status as the low-bidder.

After research by our firm and based on the City's previous experience with Rumsey Construction on several previous utility projects including the Downtown Square project, Jefferson St. water line, and Walmart Neighborhood Market, I recommend that the City of Lancaster award the contract to the low bidder, Rumsey Construction, for the total bid amount of \$594,201.00.

If you have any further questions, please feel free to contact me.

Sincerely,

tnp
teague nall & perkins

A handwritten signature in blue ink, appearing to read "Andrew Luce". The signature is fluid and cursive, with a large initial "A" and a long, sweeping underline.

Andrew Luce, P.E.
Senior Project Manager

Cc: Dipak Patel

BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

CLIENT: CITY OF LANCASTER
DESCRIPTION: WATER LINE IMPROVEMENTS FOR EAST 2ND ST, DALLAS AVE., MAIN ST
PLEASANT RUN AND LANCASTER-HUTCHINS ROAD

TNP JOB NO: LAN 15135
ENGINEER'S ESTIMATE: \$ 550,000
BID DATE: JULY 29, 2016
BID TIME: 2:00 P.M.

BIDDERS

ITEM NO.	DESCRIPTION OF ITEMS	QUANTITY	UNIT	Rumsey Construction		Atkins Brothers Equipment Company		Dowager Utility Construction		Excel 4 Construction	
				UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL	UNIT COST	TOTAL
1	General Site/ROW Preparation	1	LS	\$27,500.00	\$27,500.00	\$1,000.00	\$1,000.00	\$30,000.00	\$30,000.00	\$25,000.00	\$25,000.00
2	6" DR-18 C900 PVC Water Line	40	LF	\$39.00	\$1,560.00	\$70.00	\$2,800.00	\$80.00	\$3,200.00	\$73.00	\$2,920.00
3	8" DR-18 C900 PVC Water Line	3,553	LF	\$55.00	\$195,415.00	\$90.00	\$319,770.00	\$84.00	\$298,452.00	\$62.00	\$220,286.00
4	8" Water Line by Directional Drill	189	LF	\$105.00	\$19,845.00	\$210.00	\$39,690.00	\$150.00	\$28,350.00	\$130.00	\$24,570.00
5	6" Gate Valve and Box	4	EA	\$1,050.00	\$4,200.00	\$900.00	\$3,600.00	\$1,200.00	\$4,800.00	\$1,200.00	\$4,800.00
6	8" Gate Valve and Box	10	EA	\$1,475.00	\$14,750.00	\$1,200.00	\$12,000.00	\$1,500.00	\$15,000.00	\$1,600.00	\$16,000.00
7	Standard Fire Hydrant	4	EA	\$3,100.00	\$12,400.00	\$3,000.00	\$12,000.00	\$4,000.00	\$16,000.00	\$3,200.00	\$12,800.00
8	Mechanical Joint Ductile Iron Fittings	4	Ton	\$3,100.00	\$12,400.00	\$3,000.00	\$12,000.00	\$6,000.00	\$24,000.00	\$2,100.00	\$8,400.00
9	Connect to Existing Water Main	7	EA	\$3,500.00	\$24,500.00	\$3,000.00	\$21,000.00	\$3,000.00	\$21,000.00	\$550.00	\$3,850.00
10	Cut & Plug Existing Water Main	6	EA	\$1,900.00	\$11,400.00	\$1,000.00	\$6,000.00	\$200.00	\$1,200.00	\$250.00	\$1,500.00
11	1" Water Line By Licensed Plumber	728	LF	\$21.00	\$15,288.00	\$20.00	\$14,560.00	\$30.00	\$21,840.00	\$90.00	\$65,520.00
12	1" Short Water Service	10	EA	\$800.00	\$8,000.00	\$1,300.00	\$13,000.00	\$800.00	\$8,000.00	\$880.00	\$8,800.00
13	1" Long Water Service	3	EA	\$1,500.00	\$4,500.00	\$1,600.00	\$4,800.00	\$1,400.00	\$4,200.00	\$1,200.00	\$3,600.00
14	1" Long Water Service (Bored)	3	EA	\$3,000.00	\$9,000.00	\$1,300.00	\$3,900.00	\$2,000.00	\$6,000.00	\$2,000.00	\$6,000.00
15	2" Long Service with 6" PVC	1	EA	\$8,500.00	\$8,500.00	\$7,000.00	\$7,000.00	\$5,000.00	\$5,000.00	\$8,500.00	\$8,500.00
16	Meter Box	17	EA	\$325.00	\$5,525.00	\$400.00	\$6,800.00	\$200.00	\$3,400.00	\$170.00	\$2,890.00
17	4" Topsoil	2,950	SY	\$4.00	\$11,800.00	\$4.00	\$11,800.00	\$5.00	\$14,750.00	\$2.00	\$5,900.00
18	Hydraulic Mulching	5,000	SY	\$4.00	\$20,000.00	\$3.00	\$15,000.00	\$1.00	\$5,000.00	\$3.00	\$15,000.00
19	Solid Block Sodding	337	SY	\$12.00	\$4,044.00	\$7.00	\$2,359.00	\$10.00	\$3,370.00	\$6.00	\$2,022.00
20	Trench Safety for Water Line	3,589	LF	\$1.00	\$3,589.00	\$1.00	\$3,589.00	\$1.00	\$3,589.00	\$1.00	\$3,589.00
21	Concrete Curb and Gutter Repair	99	LF	\$45.00	\$4,455.00	\$40.00	\$3,960.00	\$30.00	\$2,970.00	\$21.00	\$2,079.00
22	Concrete Driveway Repair	105	SF	\$10.00	\$1,050.00	\$10.00	\$1,050.00	\$20.00	\$2,100.00	\$13.00	\$1,365.00
23	HMAC Pavement Repair	1,310	LF	\$80.00	\$104,800.00	\$39.00	\$51,090.00	\$40.00	\$52,400.00	\$120.00	\$157,200.00
24	Concrete Pavement Repair	197	SY	\$92.00	\$18,124.00	\$81.00	\$15,957.00	\$120.00	\$23,640.00	\$155.00	\$30,535.00
25	4" Concrete Side Walk	156	SF	\$6.00	\$936.00	\$7.00	\$1,092.00	\$10.00	\$1,560.00	\$6.00	\$936.00
26	12" Wide White Cross Walk Pavement Marking	58	LF	\$100.00	\$5,800.00	\$7.00	\$406.00	\$30.00	\$1,740.00	\$22.00	\$1,276.00
27	24" Wide White Stop Bar Pavement Marking	13	LF	\$300.00	\$3,900.00	\$17.00	\$221.00	\$50.00	\$650.00	\$43.00	\$559.00
28	4" Wide Solid Yellow Centerline Pavement Marking	26	LF	\$70.00	\$1,820.00	\$7.00	\$182.00	\$20.00	\$520.00	\$15.00	\$390.00
29	Stamped Concrete Pavement	12	SY	\$200.00	\$2,400.00	\$100.00	\$1,200.00	\$60.00	\$720.00	\$225.00	\$2,700.00
30	Install Traffic Signal Detector Loop	1	LS	\$9,500.00	\$9,500.00	\$9,000.00	\$9,000.00	\$8,000.00	\$8,000.00	\$7,800.00	\$7,800.00

BID TABULATION REPORT

TEAGUE NALL AND PERKINS, INC.
CONSULTING ENGINEERS

CLIENT: CITY OF LANCASTER
DESCRIPTION: WATER LINE IMPROVEMENTS FOR EAST 2ND ST, DALLAS AVE., MAIN ST
PLEASANT RUN AND LANCASTER-HUTCHINS ROAD

TNP JOB NO: LAN 15135
ENGINEER'S ESTIMATE: \$ 550,000
BID DATE: JULY 29, 2016
BID TIME: 2:00 P.M.

BIDDERS

					Rumsey Construction		Atkins Brothers Equipment Company		Dowager Utility Construction		Excel 4 Construction	
31	Remove & Salvage Existing Water Meter	16	EA		\$100.00	\$1,600.00	\$50.00	\$800.00	\$200.00	\$3,200.00	\$100.00	\$1,600.00
32	Remove & Salvage Existing Water Valve	1	EA		\$300.00	\$300.00	\$50.00	\$50.00	\$600.00	\$600.00	\$300.00	\$300.00
33	Temporary Waterline Connection	1	LS		\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$2,000.00	\$1,700.00	\$1,700.00
34	Temporary Waterline for Water Line "C" Services	1	LS		\$3,500.00	\$3,500.00	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00	\$2,500.00	\$2,500.00
35	8" Water Line Lowering (Incl. Pipe, Fittings, & Blocking)	2	EA		\$4,500.00	\$9,000.00	\$4,000.00	\$8,000.00	\$5,000.00	\$10,000.00	\$7,000.00	\$14,000.00
36	Grout for Abandoning Line	1	CY		\$300.00	\$300.00	\$300.00	\$300.00	\$500.00	\$500.00	\$200.00	\$200.00
37	Scour Stop Erosion Mat w/Sod	350	SF		\$10.00	\$3,500.00	\$3.00	\$1,050.00	\$10.00	\$3,500.00	\$30.00	\$10,500.00
38	Traffic Control	1	LS		\$5,500.00	\$5,500.00	\$5,000.00	\$5,000.00	\$8,000.00	\$8,000.00	\$6,500.00	\$6,500.00
	TOTAL BID					\$594,201.00		\$614,026.00		\$640,251.00		\$894,087.00

Approved:



8-10-16

LANCASTER CITY COUNCIL

City Council Special Meeting

Item 12.

Meeting Date: 08/29/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Opal Mauldin-Robertson, City Manager

Agenda Caption:

Conduct a public hearing and discuss an ordinance regarding the proposed fiscal year 2016/2017 budget for the fiscal year beginning October 1, 2016 ending September 30, 2017 providing that expenditures for said fiscal year shall be in accordance with said budget.

Background:

State Truth-in-Taxation and the City Charter require the City of Lancaster to conduct a public hearing on the proposed annual budget. The proposed total tax rate required to provide revenue for maintenance and operations and interest and sinking fund requirements is \$0.8675 cents per \$100 assessed valuation. The approval of the proposed ordinance will adopt the FY 2016/2017 budget and appropriate necessary funds for the City's operation, maintenance and debt service requirements.

The proposed budget was presented to the Lancaster City Council at work sessions held on Monday, August 1, and August 15, 2016.

The first public hearing was conducted on Monday, August 22, 2016 at the City Council regular meeting to receive comment from the public regarding the FY 2016/2017 proposed budget. There were no speakers.

This is the second and final public hearing. Consideration of adoption for the proposed budget is scheduled on Monday, September 12, 2016 at the Lancaster City Council Regular Meeting. A copy of the proposed budget is available for public review in the City Secretary's office.

Operational Considerations:

The proposed tax rate is \$0.8675 per \$100 assessed valuation to be assessed on taxable property to generate revenues for the maintenance, operations, interest and sinking fund requirements. The proposed maintenance and operations fund requirements (\$0.6012) and the interest and sinking fund requirements (\$0.2663) will remain the same.

Legal Considerations:

The ordinance has been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

Notice regarding the public hearing was posted in accordance with state law in the City's newspaper of record, Focus Daily News on August 10, 2016 and on the City of Lancaster website.

Fiscal Impact:

The proposed budget is a plan for revenues and expenditures related to the operations of the City.

Options/Alternatives:

Close the public hearing and announce date, time, and location of vote on the proposed FY 2016-2017 budget Monday, September 12, 2016 at 7:00 p.m. at Lancaster Municipal Center, Council Chambers 211 North Henry Street, Lancaster, Texas.

Recommendation:

Staff recommends closing the public hearing and announcing the vote will be held on Monday, September 12, 2016 at 7:00 p.m. at Lancaster Municipal Center Council Chambers located at 211 North Henry Street, Lancaster, Texas.

Attachments

Ordinance

Exhibit A

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING AND ADOPTING A BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2016 AND ENDING SEPTEMBER 30, 2017; PROVIDING THAT EXPENDITURES FOR SAID FISCAL YEAR SHALL BE IN ACCORDANCE WITH SAID BUDGET; PROVIDING FOR THE REPEAL OF ALL ORDINANCES IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Manager of the City of Lancaster has submitted to the City Council a proposed budget of the revenues and expenditures for conducting the affairs of the City and providing a complete financial plan for fiscal year 2016-2017; and

WHEREAS, the City Council has received the City Manager's proposed budget, a copy of which proposed budget has been filed with the City Secretary of the City of Lancaster;

WHEREAS, THIS BUDGET WILL RAISE MORE TOTAL PROPERTY TAXES THAN LAST YEAR'S BUDGET BY \$2,448,103 OR 15.75%, AND OF THAT AMOUNT, \$550,980 IS TAX REVENUE TO BE RAISED FROM NEW PROPERTY ADDED TO THE TAX ROLL THIS YEAR.

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

SECTION 1. That the Budget of the revenues and expenditures necessary for conducting the affairs of the City of Lancaster and providing a financial plan for the ensuing fiscal year beginning October 1, 2016 and ending September 30, 2017, as submitted by the City Manager, after the required public hearing, be and the same is hereby adopted as the Budget of the City of Lancaster for the fiscal year beginning October 1, 2016 and ending September 30, 2017 a copy of which is maintained in the office of the City Secretary, and; said budget contains all of the proposed projects and expenditures in accordance with law. (Exhibit A)

SECTION 2. That the appropriation for the fiscal year including the budgets of the Lancaster Economic Development Corporation (Type A) and Lancaster Recreational Development Corporation (Type B), which are hereby approved beginning October 1, 2016, and ending September 30, 2017, for the various funds and purposes of the City of Lancaster, which is attached hereto and incorporated herein as Exhibit A and is summarized as follows:

<u>Fund</u>	<u>2016-2017 Budget Expenditures</u>
General Fund	\$24,183,595
G.O. Debt Service	\$4,718,311
Water/Wastewater	\$13,166,329
Airport	\$503,403
Hotel/Motel	\$61,345
LEDC/4A	\$1,267,399
LRDC/4B	\$2,919,057
Golf Course	\$83,075
Sanitation	\$1,792,542
E911	\$185,762
Stormwater	\$1,256,203
Total	\$50,137,022

SECTION 3. Those expenditures during the fiscal year shall be made in accordance with the budget approved by this ordinance and made part hereof for all purposes unless otherwise authorized by a duly enacted ordinance of the City; and, said budget may be amended from time to time as authorized by ordinance of the City Council.

SECTION 4. That all notices and public hearings required by law have been duly completed.

SECTION 5. That all provisions of the ordinances of the City of Lancaster in conflict with the provisions of this ordinance be and the same are hereby repealed, and all other provisions of the ordinances of the City of Lancaster not in conflict with the provisions of this ordinance shall remain in full force and effect.

SECTION 6. That should any sentence, paragraph, subdivision, clause, phase or section of this ordinance be adjudged or held to be unconstitutional, illegal, or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 12th day of September, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

CITY-WIDE OPERATING FUND TOTALS

Fund Summary as of: 7/30/2016

TOTAL REVENUES		2014	2015	2016		2017
Fund Number	Fund	Actual	Actual	Year to Date	Budget	Proposed
	1 General Fund	20,138,619	23,044,626	20,976,121	21,313,275	23,441,407
	2 G.O. Debt Service	5,135,587	24,171,833	4,827,473	4,971,115	5,834,673
	5 WaterWastewater	15,022,936	17,088,652	13,798,712	14,280,548	14,404,548
	9 Airport	459,379	355,996	349,378	467,090	463,190
	14 HotelMotel	109,760	145,711	78,757	75,525	58,844
	16 LEDC/4A	1,046,950	1,111,038	904,250	900,190	966,625
	17 LRDC/4B	2,824,608	2,990,730	2,302,306	2,365,700	2,406,650
	18 Golf Course	83,154	72,115	56,734	106,282	65,200
	19 Sanitation	2,231,290	2,306,871	1,923,526	1,925,379	2,158,880
	20 HAP	247	35,952	-	-	-
	21 E911	294,178	307,317	243,061	229,984	215,984
	53 Stormwater	1,463,130	1,482,502	1,230,214	1,460,000	1,260,000
Total		\$ 48,809,839	\$ 73,113,343	\$ 46,690,531	\$ 48,095,088	\$ 51,276,002
TOTAL EXPENDITURES		2014	2015	2016		2017
Fund Number	Fund	Actual	Actual	Year to Date	Budget	Proposed
	1 General Fund	19,963,428	22,008,984	19,751,252	22,160,564	24,183,595
	2 G.O. Debt Service	5,090,139	23,967,095	3,586,534	4,402,227	4,718,311
	5 WaterWastewater	12,986,441	13,936,806	11,706,817	13,169,541	13,166,329
	9 Airport	446,587	470,916	352,892	503,796	503,403
	14 HotelMotel	43,812	43,861	37,981	50,739	61,345
	16 LEDC/4A	699,423	679,729	550,601	1,009,443	1,267,399
	17 LRDC/4B	2,725,452	2,860,689	2,287,325	2,793,666	2,919,057
	18 Golf Course	149,605	141,399	49,917	120,526	83,075
	19 Sanitation	2,345,027	2,310,593	1,391,252	1,744,850	1,792,542
	20 HAP	3,626	234,221	-	-	-
	21 E911	486,727	139,993	118,121	216,973	185,762
	30 DHAP	-	(27)	-	-	-
	53 Stormwater	1,153,419	1,169,437	998,982	1,370,254	1,256,203
Total		\$ 46,093,685	\$ 67,963,694	\$ 40,831,673	\$ 47,542,579	\$ 50,137,022
Net Gain (Loss)		\$ 2,716,154	\$ 5,149,649	\$ 5,858,858	\$ 552,509	\$1,138,980

LANCASTER CITY COUNCIL

City Council Special Meeting

Item 13.

Meeting Date: 08/29/2016

Policy Statement: This request supports the City Council 2016-2017 Policy Agenda

Goal(s): Financially Sound Government

Submitted by: Opal Mauldin-Robertson, City Manager

Agenda Caption:

Conduct a public hearing and discuss an ordinance regarding the proposed revenue increase from levying ad valorem taxes for fiscal year 2016/2017 at \$0.8675 per one hundred dollars assessed valuation of all taxable property within the corporate limits to provide revenues for current maintenance and operation expenses and interest and sinking fund requirements; providing due and delinquent dates; penalties and interest; providing a homestead exemption and disability exemption.

Background:

State Truth-in-Taxation law, Local Government Code and the City Charter require that an ordinance levying the ad valorem taxes be read and a public hearing held at a regular or special meeting of the Lancaster City Council.

The current tax rate for fiscal year 2016/2017 is proposed at \$0.8675 per one hundred dollars assessed valuation on taxable property within the corporate limits. These tax dollars provide revenue for current operating and maintenance expenses and interest and sinking fund requirements. The total tax revenue will increase from properties on the tax roll in the preceding tax year by \$2,448,103 or 15.75% (percentage by which the tax rate will be higher than effective tax rate calculated under Chapter 26, Tax Code.) Individual taxes may increase or decrease at a rate greater or lesser depending on the change in the taxable value of each property.

A public hearing was conducted on Monday, August 22, 2016 at the City Council regular meeting to receive comment from the public regarding the proposed tax rate. There were no speakers. This is the second and final public hearing regarding the proposed tax rate. The governing body may not adopt the tax rate at the public hearing.

The governing body must announce the date, time and place of the meeting at which it will officially vote on the tax rate. The vote on the tax rate is scheduled for Monday, September 12, 2016 at 7:00 p.m. at Lancaster Municipal Center, City Council Chambers located at 211 North Henry Street.

Operational Considerations:

The proposed tax rate of eighty-six and seventy-five one thousandths cents (\$0.8675) on each one hundred dollars (\$100.00) assessed value of taxable property to be apportioned and distributed as follows: \$0.6012 for the purpose of maintenance and operations, and \$0.2663 for interest and sinking fund requirements.

Legal Considerations:

The required notice and vote are being held in accordance with state law and the City Charter. The ordinance has been reviewed and approved as to form by the City Attorney.

Public Information Considerations:

Public notices were published in the official City publication of record, Focus Daily News and on the City of Lancaster website. The first public hearing was conducted on Monday, August 22, 2016. Information regarding the proposed tax rate is being made available in accordance with state law and the City Charter.

Fiscal Impact:

The proposed tax rate is to cover the cost of the maintenance and operations and interest and sinking fund requirements.

Options/Alternatives:

Close the public hearing and announce date, time, and location of final vote.

Recommendation:

Staff recommends Council close the public hearing, and announce the date, time and location of the vote scheduled for Monday, September 12, 2016, 7:00 p.m. at the Lancaster Municipal Center, Council Chambers, 211 North Henry, Lancaster, Texas.

Attachments

Ordinance

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS LEVYING AD VALOREM TAXES FOR FISCAL YEAR 2016/2017 AT \$0.8675 PER ONE HUNDRED DOLLARS ASSESSED VALUATION OF ALL TAXABLE PROPERTY WITHIN THE CORPORATE LIMITS TO PROVIDE REVENUES FOR CURRENT MAINTENANCE AND OPERATIONAL EXPENSES AND INTEREST AND SINKING FUND REQUIREMENTS; PROVIDING DUE AND DELINQUENT DATES; PENALTIES AND INTEREST; PROVIDING A HOMESTEAD EXEMPTION AND DISABILITY EXEMPTION; AND PROVIDING AN EFFECTIVE DATE.

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

RECITALS: On Monday, August 22, 2016 and August 29, 2016 City Council read the ordinance and conducted a public hearing to receive comment regarding the proposed ad valorem tax rate of \$0.8675 per one hundred dollars assessed valuation. No comments were received on August 22, 2016 and no comments were received on August 29, 2016. The public hearing and meetings were noticed in accordance with the Texas Open Meetings Act, Tax Code, Truth-In-Taxation and Lancaster Home Rule Charter.

SECTION 1. There be and is hereby levied for the fiscal year 2016/2017 on all taxable property, real, personal and mixed, situated within the corporate limits of the City of Lancaster, Texas, and not exempt by the Constitution of the State and valid State laws, a tax of eighty-six and seventy-five one thousandths cents (\$0.8675) on each one hundred dollars (\$100.00) assessed value of taxable property, and shall be apportioned and distributed as follows: \$0.6012 for the purpose of paying maintenance and operation, and, defraying the expenses of current operations, and \$0.2663 for interest and sinking fund requirements of the municipal government of the City.

SECTION 2. THAT THIS TAX RATE WILL RAISE MORE TAXES FOR MAINTENANCE AND OPERATIONS THAN LAST YEAR'S TAX RATE.

SECTION 3. THE TAX RATE WILL EFFECTIVELY BE RAISED BY 11.98 PERCENT AND WILL RAISE TAXES FOR MAINTENANCE AND OPERATIONS ON A \$100,000 HOME BY APPROXIMATELY \$0.00.

SECTION 4. All ad valorem taxes shall become due and payable on October 1, 2016, and all ad valorem taxes for fiscal year 2016/2017 shall become delinquent after January 31, 2017. If any person fails to pay the ad valorem taxes on or before the 31st day of January 2017, the penalties and interest as set forth under Section 33.01 of the Texas State Property Tax Code shall apply.

SECTION 5. Taxes are payable to the Dallas County Tax Assessor-Collector, Records Building, Dallas, Texas, by contract dated November 12, 2001 and amended April 2014. The City shall have available all the rights and remedies provided by law for the enforcement of the collection of taxes levied under this ordinance.

SECTION 6. The tax rolls as presented to the City Council, together with any supplement thereto, be and the same are hereby approved.

SECTION 7. All delinquent taxes shall accrue interest at the rate of one percent (1%) per month, in addition to the penalties provided for herein. All taxes that remain delinquent on July 1st of the year in which they become delinquent shall incur an additional penalty to defray costs of collection, of an amount not to exceed 20% of the amount of taxes, penalty and interest due.

SECTION 8. In accordance with the Texas State Property Tax Code, and effective with the passage of the ordinance, there is hereby provided an exemption of \$30,000 on homestead property for those head-of-household persons who have attained the age of 65 years prior to January 1, 2017 and an exemption of \$30,000 on disability designations.

SECTION 9. This Ordinance shall become effective upon its adoption as the law in such cases provides.

SECTION 10. All recitals are incorporated herein by reference as if fully written.

DULY PASSED and approved by the City Council of the City of Lancaster, Texas, on this the 12th day of September, 2016.

ATTEST:

APPROVED:

Sorangel O. Arenas, City Secretary

Marcus E. Knight, Mayor

APPROVED AS TO FORM:

Robert E. Hager, City Attorney