



**NOTICE OF REGULAR MEETING AGENDA**  
**LANCASTER CITY COUNCIL**  
**MUNICIPAL CENTER CITY COUNCIL CHAMBERS**



**211 N. HENRY STREET, LANCASTER, TEXAS**

**Monday, January 9, 2012 – 7:00 P.M.**

**CALL TO ORDER**

**INVOCATION: MINISTERIAL ALLIANCE**

**PLEDGE OF ALLEGIANCE: DEPUTY MAYOR PRO TEM NINA MORRIS**

**CITIZENS' COMMENTS:** (At this time citizens who have pre-registered before the call to order will be allowed to speak on any matter other than personnel matters or matters under litigation, for a length of time not to exceed three minutes. No Council action or discussion may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.)

**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.)

- 1C. Consider approval of minutes from the City Council Regular Meeting held December 12, 2011.
- 2C. Consider Resolution 2012-01-01 approving the terms and conditions of the City owned T-hangar commercial leases from buildings 660-700 at the Lancaster Regional Airport.
- 3C. Consider Resolution 2012-01-02 declaring certain board, commission or committee position(s) vacant due to excessive absences.
- 4C. Consider Resolution 2012-01-03 authorizing repairs to various City radio towers due to Spring 2011 storm damage to Blair Communications, Inc. in a base amount not to exceed \$76,578.59; and providing for a contingency amount not to exceed \$30,918.65.
- 5C. Consider Resolution 2012-01-04 authorizing the award of Bid 2012-02 for water meters to Texas Water Products.
- 6C. Consider Resolution 2012-01-05 authorizing the award of Bid 2012-05 for water and sewer parts to MSC Waterworks.
- 7C. Consider Resolution 2012-01-06 authorizing the award of Bid 2012-06 for water and sewer pipe to MSC Waterworks.
- 8C. Consider Resolution 2012-01-07 approving contracts for pipe rehabilitation on the Martin Barry-Francis Water Line Replacement and the Lexington Water Line Replacement projects with Insituform Technologies, LLC in an amount not to exceed \$971,165.

- 9C. Consider an ordinance amending the Code of Ordinances by repealing Chapter 3, Article 3.1900, Energy Conservation Code, in its entirety and replacing the same with a new Article 3.1900, Energy Conservation Code, providing for the adoption of the International Energy Conservation Code, 2009 Edition and the amendments thereto.
- 10C. Consider Resolution 2012-01-08 approving the assignment of certain Water Line Utility Easements located in the City of Lancaster, Texas to the City of Dallas Water Utilities; and authorizing the Mayor to execute said utility easements.

**ACTION:**

11. Discuss and consider Resolution 2012-01-09 authorizing the Mayor to sign and execute the Declaration of Covenants, Conditions, and Restrictions deed for property within the City's golf course that is bounded on the westerly side of Ten Mile Creek and nature area which is an active flood plain.
12. Discuss and consider appointment(s) to the Lancaster Recreational Development Corporation / Parks and Recreation Advisory Board.

**ADJOURNMENT**

**EXECUTIVE SESSION:** The Council reserves 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:** The Municipal Center is 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.

**Certificate**

I hereby certify the above Notice of Meeting was posted at the Lancaster City Hall on January 5, 2012 @ 5:00 p.m. and copies thereof were hand delivered to the Mayor, Mayor Pro-Tempore, Deputy Mayor Pro-Tempore and Council members.



\_\_\_\_\_  
Dolle K. Downe, TRMC  
City Secretary

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 9, 2012

**1**

AG12-001

**Consider approval of minutes from the City Council Regular Meeting held December 12, 2011.**

**Background**

Attached for your review and consideration are minutes from the:

- City Council Regular Meeting held December 12, 2011

**Prepared and submitted by:**

Dolle K. Downe, City Secretary  
December 28, 2011

## MINUTES

### LANCASTER CITY COUNCIL MEETING OF DECEMBER 12, 2011

The City Council of the City of Lancaster, Texas, met in Regular session in the Council Chambers of City Hall on December 12, 2011 at 7:00 p.m. with a quorum present to-wit:

#### **Councilmembers Present:**

Mayor Marcus E. Knight  
Walter Weaver  
Stanley Jaglowski  
Marco Mejia  
James Daniels  
Mayor Pro Tem Clyde Hairston  
Deputy Mayor Pro Tem Nina Morris

#### **City Staff Present:**

Opal Mauldin Robertson, City Manager  
Alicia Oyedele, Assistant to the City Manager  
Sean Johnson, Parks and Recreation Director  
Clovia English, Public Works Director  
Phillip Curtis, Water / Wastewater Superintendent  
Rona Stringfellow Govan, Development Services Director  
Nathaniel Barnett, Senior Planner  
Thomas Griffith, Fire Chief  
Pat Adamcik, Assistant Fire Chief  
Dolle Downe, City Secretary

#### **Call to Order:**

Mayor Knight called the meeting to order at 7:00 p.m. on December 12, 2011.

#### **Invocation:**

Pastor and Mayor Pro Tem Clyde Hairston gave the invocation.

#### **Pledge of Allegiance:**

Mayor Pro Tem Clyde Hairston led the Pledge of Allegiance.

#### **Citizens Comments:**

Patricia Siegfried-Giles, 102 West 7<sup>th</sup>, asked Council and the community to be on the look out for Lancaster's 2012 Historic Homes calendar presented by the Lancaster Historical Society and the Historic Landmark Preservation Committee; commented that each councilmember would be presented with a calendar in January.

James Adams, 2003 Hash Road, commented that having item 3C on the agenda was an indication of how poorly the annexation process had been handled; asked how the Council could take action on the annexation and then exclude property at a later date; asked how the City could legally give the property owner a tax break.

**Consent Agenda:**

City Secretary Downe read the consent agenda.

- 1C. Consider approval of minutes from the City Council Special Meeting held November 7, 2011 and Regular Meeting held November 14, 2011.
- 2C. Consider Resolution 2011-12-102 awarding Bid 2012-01 for an annual contract for mowing services (rights-of-way, street medians, City owned lots, specified drainage areas and Airport property) to Metcalfe Grounds Maintenance.
- 3C. Consider Resolution 2011-12-103 authorizing the Mayor to execute an annexation agreement pursuant to Section 43.035 of the Texas Local Government Code for areas within the City's extraterritorial jurisdiction (ETJ) that qualify for agricultural use.
- 4C. Consider Resolution 2011-12-104 authorizing the lease/purchase and maintenance of fitness equipment from CommFit Commercial Solutions with Cybex Capital Corporation for an amount not to exceed \$55,656; and authorizing the City Manager to execute said lease/purchase agreement pursuant to approval.
- 5C. Consider Resolution 2011-12-105 authorizing the City Manager to initiate Stage 2 of the City of Lancaster Water Conservation and Drought Contingency and Water Emergency Response Plan pursuant to the Wholesale Treated Water contract entered into between the City of Dallas and the City of Lancaster.

Councilmember Weaver pulled items 2C and 3C from the consent agenda.

**MOTION:** Deputy Mayor Pro Tem Morris made a motion, seconded by Mayor Pro Tem Hairston, to approve consent items 1C, 4C and 5C. The vote was cast 7 for, 0 against.

Councilmember Weaver stated he would like to see the contract for mowing services amended to provide a stronger penalty for pulling out of the contract early. Councilmember Weaver commented that it is important that the City protect itself and there be a stiff penalty for withdrawal before the completion of the contract.

Parks and Recreation Director Johnson commented that there are bonding requirements which include a \$100 per day, per occurrence penalty and noted that Metcalfe is the contractor that took over when the previous mowing contractor pulled out. Director Johnson stated that Metcalfe has performed well and that since they are a smaller contractor, he felt they are committed to the contract.

City Manager Mauldin Robertson noted that the award of the contract is for a one year period.

Council further discussed the possibility of a stronger penalty in the contract. Director Johnson noted that if Metcalfe was not agreeable to the stronger penalty, the City would have to go back out to bid.

**MOTION:** Councilmember Weaver made a motion, seconded by Councilmember Mejia, to approve Resolution 2011-12-102 awarding the annual contract mowing services to Metcalfe Grounds Maintenance with the condition of a 10% penalty of the total contract amount if the contract was cancelled prior to one year. The vote was cast 2 for [Weaver, Mejia], 5 against [Jaglowksi, Knight, Daniels, Hairston, Morris]. The motion fails.

**MOTION:** Mayor Pro Tem Hairston made a motion, seconded by Councilmember Daniels, to approve Resolution 2011-12-102 awarding Bid 2012-01 for an annual contract, as presented, for mowing services to Metcalfe Grounds Maintenance. The vote was cast 5 for, 2 against [Weaver, Mejia].

Councilmember Weaver stated that he pulled consent item 3C in order to have a separate vote on the matter.

Development Services Director Stringfellow Govan noted that under state statute and the Three-Year Annexation Plan, property owners with an agricultural use had an option to delay annexation. The City had received a signed agreement for property at 2651 Nokomis Road in the newly annexed Sunrise District. Director Stringfellow Govan noted that the agreement is effective on its execution date in August 2009 for a five year period.

City Manager Mauldin Robertson stated that the property was included in the motion and approved when Council took action at the November 14, 2011 meeting to annex the Sunrise District.

**MOTION:** Mayor Pro Tem Hairston made a motion, seconded by Councilmember Jaglowksi, to approve Resolution 2011-12-103 authorizing the Mayor to execute an annexation agreement pursuant to Section 43.035 of the Texas Local Government Code for areas within the City's extraterritorial jurisdiction (ETJ) that qualify for agricultural use. The vote was cast 5 for, 2 against [Weaver, Mejia].

**6. Conduct a public hearing and consider a request for a Specific Use Permit for a Group Home use on property generally located approximately 540 feet from the southwest corner of the intersection of Pleasant Run Road and Willow Creek Drive and addressed as 1207 Willow Creek Drive.**

Senior Planner Barnett outlined the request for a Specific Use Permit for a Group Home use at 1207 Willow Creek noting that a number of social services are already in this residential area.

Councilmember Daniels asked about the Planning and Zoning Commission's recommendation. Senior Planner Barnett noted that the Planning and Zoning Commission recommended denial and staff recommends denial due to the preponderance of social services already in the residential area.

Mayor Knight opened the public hearing.

Nancy Moffett, 2105 Houston School Road, declined the opportunity to speak.

There were no other speakers regarding the request.

**MOTION:** Councilmember Daniels made a motion, seconded by Deputy Mayor Pro Tem Morris, to close the public hearing. The vote was cast 7 for, 0 against.

**MOTION:** Councilmember Mejia made a motion, seconded by Deputy Mayor Pro Tem Morris, to deny the request for a Specific Use Permit for a Group Home Use at 1207 Willow Creek Drive. The vote was cast 7 for, 0 against.

**7. Conduct a public hearing and consider a request for a change in zoning from AO (Agricultural Open) to LI (Light Industrial) for approximately 1.45 acres of land generally located on the southeast corner of the intersection of Houston School Road and Cedardale Road.**

Senior Planner Barnett outlined the request to rezone approximately 1.45 acres on the southeast corner of Houston School Road and Cedardale Road. Senior Planner Barnett noted that the proposed zoning is not in compliance with the existing Comprehensive Plan designation for the land. It was noted the applicant proposes to use the property for an automobile sales lot. Senior Planner Barnett stated that the Planning and Zoning Commission recommended approval of the request; however, staff's recommendation is to deny the request.

Mayor Knight opened the public hearing.

Alvin Fuller, 970 Newton Road, Ferris, Texas, (applicant) thanked Council for the opportunity to speak and stated he has been doing business in the City for fifteen years and owns several properties in Lancaster; commented that he had consulted with the previous City Manager and that the property was originally purchased for commercial purposes; stated that he does not plan to develop the entire site which will provide distance from neighboring properties; stated that he is willing to accommodate the concerns expressed by the Planning and Zoning Commission.

Councilmember Daniels asked about the Planning and Zoning Commission's approval and staff's recommendation for denial. City Manager Mauldin Robertson stated that the recommendation for denial was made following subsequent review by staff.

Robert Mashburn, 2120 Cedardale Road, commented that he lives two doors down from the site and the City needs to stick to its Master Plan; stated that if the Light Industrial zoning is approved, it will be surrounded by residential; stated that a used car lot in a residential area is not compatible and will increase traffic flow on Cedardale; commented that the proposed site is one-half a lot removed from the flood plain and there could be problems with run-off from the concrete; stated that he also has concerns about the property being lit at night; urged Council not to approve the zoning.

Kay Mashburn, 2120 Cedardale Road, provided Council with a picture of the zoning request sign that was bent over and not readable and commented that there were no signs on Houston School Road; noted several code violations including trash cans in full view everyday, a tree cut down, and the yard and road graded on the property; expressed concern about what would happen if a sewer line was ran and if other property owners would be forced to tie-on; commented that there would be increased traffic and a used car lot in the residential area could lower property values; stated that this is "our home" and commended staff for the denial recommendation; urged Council to vote no.

Nancy Moffett, 2105 N. Houston School Road, stated that there are two important questions: the first about what the Council wants the first impression to be coming into the City, noting that Houston School Road is a major gateway into the City and second, what are the tax revenues, commenting that a used car lot would not generate much tax revenue; urged Council to do what is best for the City in the long term; stated that this is not the highest and best use for this corner.

Dixie Pace, 2138 Cedardale Road, stated that she lives right next door and does not want the area to be rezoned; does not want to live by a used car lot.

There were no other speakers regarding the request for rezoning.

**MOTION:** Councilmember Daniels made a motion, seconded by Mayor Pro Tem Hairston, to close the public hearing. The vote was cast 7 for, 0 against.

Councilmember Daniels asked why the staff recommendation was changed to denial. City Manager Mauldin Robertson stated that after further review by staff, the proposed change in zoning is not compatible with the existing Comprehensive Plan. She commented that a commercial center was never authorized for the site, and the zoning has only been AO [agricultural open].

Councilmember Mejia commented that it is a difficult decision, stating that he understands the homeowners' position and that an entrepreneur is trying to grow his business in the City.

Councilmember Weaver stated that he hears the concerns of the residents and the point is well made about a used car lot in your own backyard.

**MOTION:** Councilmember Weaver made a motion, seconded by Councilmember Jaglowski, to deny a change in zoning from AO (Agricultural Open) to LI (Light Industrial) for approximately 1.45 acres of land generally located on the southeast corner of the intersection of Houston School Road and Cedardale Road. The vote was cast 6 for, 1 against [Daniels].

**MOTION:** Mayor Pro Tem Hairston made a motion, seconded by Councilmember Daniels, to adjourn. The vote was cast 7 for, 0 against.

City Council Meeting  
December 12, 2011  
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The meeting was adjourned at 8:27 p.m.

**ATTEST:**

**APPROVED:**

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Dolle K. Downe, City Secretary

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Marcus E. Knight, Mayor

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 9, 2012

**2**

AG12-002

**Consider a resolution approving the terms and conditions of the City owned T-Hangar commercial leases from buildings 660-700 at the Lancaster Regional Airport.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Sound Infrastructure**

**Background**

The City owns and leases five rows of T-hangars (building 660-700) of three different sizes based off aircraft wingspan. There are 92 units total that the City rents for aircraft storage with end cap commercial spaces on the east end of each hangar row. The City T-hangars are near full occupancy most of the year. On November 14, 2011, Council approved updated leases for the majority of the tenants. The updated commercial lease better serves both the tenants and the airport. This agenda item brings forward commercial leasing agreements.

**Considerations**

- **Operational** - The new FY 2012 City T-hangar commercial lease will place all City T-hangar commercial tenants on a new and updated lease. Improvements to the lease include clearer language for grant assurance enforcement; clearly defined insurance requirements; billing moved to the first of the month and late after the tenth of the month; and plainly defined utilities and taxes.
- **Legal** - The lease agreement was reviewed and approved by the City Attorney.
- **Financial** - Monthly rent is based on hangar size per the following table:

<u>T-Hangar row/size</u>	<u>Monthly rent</u>
660 (large)	\$280.00
670 (medium)	\$192.00
680 (small)	\$170.00
690 (small)	\$170.00
700 (small)	\$170.00

- **Public Information** – There are no public information requirements.

### **Options/Alternatives**

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

### **Recommendation**

Staff recommends approval of the resolution.

### **Attachments**

- Resolution
- Exhibit "A" Lessee spreadsheet
- Exhibit "B" Lease Agreements

**Prepared and submitted by:**  
Mark Divita, Airport Manager

**Date:** December 7, 2011

**RESOLUTION NO. 2012-01-01**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE TERMS AND CONDITIONS OF THE CITY OWNED T-HANGAR COMMERCIAL LEASES FROM BUILDINGS 660-700 AT LANCASTER REGIONAL AIRPORT; AUTHORIZING THE CITY MANAGER TO EXECUTE SAID LEASES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Lancaster Regional Airport has aircraft T-hangers available for monthly rental for revenue gain; and

**WHEREAS**, the City Council of Lancaster, Texas, desires to authorize the hangar leases pursuant to the tenants listed in Exhibit "A";

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

**SECTION 1.** That the City T-hangar lease agreements attached hereto and incorporated herein by reference as Exhibit "B" having been reviewed by the City Council of the City of Lancaster, Texas and found to be acceptable and in the best interest of the City and its citizens, be, and the same is hereby, in all things approved.

**SECTION 2.** That the City Manager is hereby authorized to execute said lease agreements.

**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 9<sup>th</sup> day of January 2012.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

Resolution 2012-01-01 Exhibit "A"

Hangar	Last Name	First Name	Address	City	State	Zip
660	101	Enparts		Lancaster	TX	75146
660	102	Enparts	PO Box 605	Lancaster	TX	75146
660	104	Enparts	PO Box 605	Lancaster	TX	75146
680	121	Enparts	PO Box 605	Lancaster	TX	75146
660	106	Enparts	PO Box 605	Lancaster	TX	75146
660	108	Enparts	PO Box 605	Lancaster	TX	75146
680	120	Enparts	PO Box 605	Lancaster	TX	75146
680	122	Enparts	PO Box 605	Lancaster	TX	75146
700	101	Enparts	PO Box 605	Lancaster	TX	75146
700	102	Enparts	PO Box 605	Lancaster	TX	75146
700	104	Enparts	PO Box 605	Lancaster	TX	75146
690	101	Select Aircraft Services	690 Ferris #102	Lancaster	TX	75146
690	102	Select Aircraft Services	690 Ferris #102	Lancaster	TX	75146
690	103	Select Aircraft Services	690 Ferris #102	Lancaster	TX	75146
690	104	Select Aircraft Services	690 Ferris #102	Lancaster	TX	75146



STATE OF TEXAS           §  
   §                                   LEASE AGREEMENT  
 COUNTY OF DALLAS       §

This Lease is entered into between the City of Lancaster, Texas ("Landlord") and Exparts ("Tenant").

In consideration of the mutual covenants and agreements of this Lease, and other good and valuable consideration, Landlord demises and leases to Tenant, and Tenant leases from Landlord, 660-101, 102, 104, 106, 108, 680-120, 122, 121, 700-101, 102, 104, Lancaster, Dallas County, Texas, depicted in Exhibits "A", "B", "C", "D", "E", "F", "G", "H", "I", & "J" attached hereto (the "Premises"). The Premises are referred to in this Lease as the "Premises" or the "Leased Premises." The building is referred to as the "Building."

**I. TERM OF LEASE**

1.01 **Term:** Term of this Lease is five (5) years, beginning on the 1<sup>st</sup> day of January, 2012, and ending on the last day of December, 2016, as provided in this Lease ("Lease Term").

1.02 **Renewal:** After the initial term, this Lease may be renewed on an annual basis subject to all the terms and conditions set forth herein.

1.03 **Termination:** Landlord or tenant may, without cause, terminate this Lease during the Lease Term or any extension thereof upon ninety (90) days prior written notice thereof.

1.04 **Holdover:** If Tenant holds over and continues in possession of the Premises after the Lease Term (or any extension of it) expires, Tenant will be considered to be occupying the Premises at will, subject to all of the terms of this Lease.

**II. RENT**

**Basic Rent:** Tenant will pay Landlord \$2099.<sup>00</sup> per month, from the beginning of the Lease Term and throughout the Lease Term. The monthly rent due throughout the Lease Term shall be paid in advance of the tenth (10<sup>th</sup>) day of each month.

**III. USE OF PREMISES**

3.01 **Permitted Use(s):** Tenant will use the Premises only for aviation business related purpose, to wit: Engine Parts Service/Supplier. No other services are permitted unless Landlord gives Tenant prior written consent for additional permitted uses.

3.02 **Insurance Hazards:** Tenant shall during the term hereof, at its sole expense, maintain in full force and effect the following insurance: (1) General liability policy with coverage: \$500,000 Combined Single Limit (CSL) for premises if customers are allowed on

premises; (2) Hangar Keeper's Liability – Value of Aircraft in care up to \$500,000 custody and control. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the Landlord, its officers, agents and employees as additional insureds as to all applicable coverage and (2) provide for at least thirty (30) days prior written notice to the Landlord for cancellation, non-renewal, or material change of the insurance.. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance shall be on file for review upon request from LESSOR.

LESSEE shall, at its own option, carry its own insurance on its aircraft and other equipment which LESSEE stores in or on the leased premises and in no event shall LESSOR be liable to LESSEE for loss or damage to LESSEE'S aircraft and equipment or personal property of LESSEE.

### 3.03 **Compliance with Laws:**

(a) Tenant may not use, or permit using, the Premises in any manner that results in waste of premises or constitutes a nuisance or for any illegal purpose. Tenant, at its own expense, will comply, and will cause its officers, employees, agents and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Premises, including Hazardous Materials Laws.

(b) "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Texas, or the Federal Government, including, but not limited to, any material or substance that is (1) *designated as a "hazardous substance" pursuant to § 311 of the Clean Water Act, 33 U.S.C. § 1251 et. seq., or listed pursuant to § 307 of the Clean Water Act, 33 U.S.C. § 1317,* (2) *defined as a "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et. seq.,* (3) *defined as a "hazardous waste" pursuant to § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq.;* (4) *petroleum,* (5) *asbestos,* and (6) *polychlorinated biphenyls.*

3.04 **Condition of Premises, Tenant Finish-Out:** Tenant acknowledges and agrees and does hereby accept the Premises AS IS with all faults. Tenant shall, without cost to Landlord, be responsible for the design and construction of all Tenant finish out for the Premises including exterior improvements.

## IV. MAINTENANCE AND SURRENDER

**Maintenance and Surrender by Tenant:** Tenant will maintain the leased Premises and keep them free from waste or nuisance throughout the Lease Term and any extensions of it. The Tenant shall be responsible for routine maintenance of all tenant maintainable consumables for electrical, plumbing, and heating / air conditioning elements of the building on the Premises. When this Lease terminates, Tenant must deliver the Premises in as good a state of repair and condition as they existed when Landlord delivered possession to Tenant, except for reasonable wear and tear commensurate with the age of the Premises and damage by fire, tornado, or other

casualty. If Tenant neglects to reasonably maintain the Premises, Landlord may, but is not required to, cause repairs or corrections to be made. Any reasonable costs incurred for repairs or corrections for which Tenant is responsible under this section are payable by Tenant to Landlord as a reimbursement within thirty (30) days after Lease termination.

## V. UTILITIES AND TAXES

**Utilities and Taxes on Tenant's Property:** Landlord shall pay or cause to be paid all charges for water. Tenant will pay all taxes levied or assessed against personal property, furniture, or fixtures it places in or on the Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property, and Landlord elects to pay them, or if the assessed value of Landlord's property is increased by including personal property, furniture, or fixtures placed by Tenant in the Premises, and Landlord elects to pay the taxes based on the increase, Tenant must, upon demand, pay Landlord the part of the taxes for which Tenant is primarily liable under this article.

## VI. ALTERATIONS, ADDITIONS, IMPROVEMENTS AND FIXTURES

6.01 **Consent of Landlord:** Tenant may not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which shall not be unreasonably denied or delayed.

6.02 **Property of Landlord:** All alterations, additions, or improvements made by Tenant will become Landlord's property when this Lease terminates.

6.03 **Trade Fixtures:** Tenant has the right at all times to erect or install furniture and fixtures, as long as Tenant complies with all applicable governmental laws, ordinances, and regulations. Tenant may remove such items when this Lease terminates, if Tenant is not in default at that time and the fixtures can be removed without structural damage to the Premises. Before this Lease terminates, Tenant must repair any damage caused by removing any fixtures and should have 15 days to comply. Any furniture or fixtures not removed by Tenant when this Lease terminates are considered abandoned by Tenant and automatically become Landlord's property.

6.04 **Construction by Tenant:** Tenant shall have the right during the term of this Lease to erect, maintain, alter, remodel, reconstruct, or rebuild the tenant improvements within the Premises, subject to the following general conditions:

1. Tenant bears cost of any such work;
2. The Premises shall at all times kept free of mechanics' and material men's liens;
3. Any improvements constructed on the Premises shall be approved by Landlord pursuant to § 6.05 herein and if remaining at the end of the Lease Term, shall become the property of Landlord; and
4. Any removal of tenant improvements must be pre-approved by Landlord.

6.05 **Landlord's Approval:** The following rules govern Landlord's approval of

construction, additions, and alterations of the building or other improvements:

(a) **Written approval required.** No tenant or other improvement may be constructed unless the plans, specifications, and proposed location of the improvement have received Landlord's written approval. No material addition to or alterations of the Premises may be begun until plans and specifications covering the proposed addition or alteration have been first submitted to and approved by Landlord. The Landlord shall not unreasonably withhold approval of such plans and specifications. .

(b) **Landlord's approval.** Landlord will promptly review and approve all plans submitted under subparagraph above or note in writing any' required changes or corrections that must be made to the plans, Failure to object to the plans within thirty (30) days constitutes its approval of the changes. Any required changes or corrections must be made, and the plans resubmitted to Landlord, within thirty (30) days after the corrections or changes have been noted. Landlord's failure to object to the resubmitted plans and specifications within thirty (30) days constitutes its approval of the changes. Minor changes in work or materials not affecting the general character of the Premises project may be made at any time without Landlord's approval, but a copy of the altered plans and specifications must be furnished to Landlord.

## VII. DAMAGE OR DESTRUCTION

7.01 **Notice to Landlord:** If the Premises or any structures or improvements on the are damaged or destroyed by fire, tornado, or other casualty, Tenant must immediately give Landlord written notice of the damage or destruction, including a general description of the damage and, as far as known to Tenant, the cause of the damage.

7.02 **Total Destruction:** If the Premises are totally destroyed by fire, tornado, or other casualty this Lease will terminate, and rent will be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in § 7.01. The Landlord in its sole discretion may elect to restore the Premises and rebuild the Building in which event the Lease shall continue in under the same terms and conditions set forth herein from the date the Premises has been fully restored. Alternatively, the Tenant with the consent of Landlord may, by written notice within thirty (30) days after the notice as provided in § 7.01, elect to rebuild the Building and restore the Premises provided Tenant commences the restoration of the Premises within one hundred eighty (180) days thereafter and at Tenant's cost.

7.03 **Partial Destruction:** If the Premises are damaged by fire, tornado, or other casualty other than by the negligence, gross negligence, or intentional tort of Tenant or any person in or about the Premises with Tenant's express or implied consent, or if they are so damaged that rebuilding or repairs cannot reasonably be completed within one hundred eighty (180) working days or the damage exceeds the Landlord's insurance recovery, or the Landlord elects not to restore the Premises, this Lease will terminate.

## VIII. CONDEMNATION

8.01 **Total Condemnation:** If, during the Lease Term or any extension or renewal of

the Lease, all of the Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, and the rent will be abated during the unexpired portion of this Lease, effective as of the date the condemning authority takes the Premises.

8.02 **Partial Condemnation:** If less than all of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate this Lease by giving written notice to the other within thirty (30) days. In addition, if all or a portion of the parking area, or the signage, of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate this Lease by giving Landlord written notice within thirty (30) days. If the Premises are partially condemned and neither party elects to terminate this Lease, this Lease will not terminate, but the rent will be adjusted equitably during the un-expired portion of this lease.

8.03 **Condemnation Award:** Landlord is entitled to receive and retain the entire award in any condemnation proceedings, except for any portion attributable to trade fixtures and personal property owned by Tenant, which Tenant is entitled to receive and retain. The termination of this Lease will not affect the right to this award.

## **IX. INSPECTION BY LANDLORD**

Landlord and its officers, agents, employees, and representatives may enter any part of the Premises during normal business hours for the purpose of inspection, cleaning, maintenance, repairs, alterations, or additions as Landlord considers necessary (but without any obligation to perform any of these functions except as stated in this Lease). Tenant is not entitled to any abatement or reduction of rent by reason of entry of Landlord or any of its officers, agents, representatives, or employees under this article, nor will such an entry be considered an actual or constructive eviction.

## **X. MECHANIC'S LIEN**

Tenant will not permit any mechanic's lien to be placed on the Premises or on improvements made to the Premises. If a mechanic's lien is filed on the Premises or on improvements on them, Tenant will promptly pay it. If default in payment of the lien continues for thirty (30) days after Landlord's written notice to Tenant, Landlord may, at its option, pay the lien or any portion of it without inquiring into its validity. Any amounts Landlord pays to remove a mechanic's lien caused by Tenant to be filed against the Premises or against improvements on the Premises, including expenses and interest, are due from Tenant to Landlord and must be repaid to Landlord immediately on rendition of notice, together with annual interest at the highest rate then allowed by law until paid.

## **XI. INDEMNITY**

11.01 **Tenant's General Indemnity:** Tenant will indemnify and hold Landlord harmless against any claims, demands, damages, costs, and expenses, including reasonable attorney's fees, for defending claims and demands arising from the conduct or management of Tenant's business on the Premises or its use of the Premises, or from any breach on Tenant's part of any conditions of this Lease, or from any act or negligence of Tenant, its officers, agents, contractors, employees, subtenants, or invitees in or about the Premises. In case of any action or proceeding brought against Landlord by reason of any such claim, Tenant, on notice from Landlord, will defend the action or proceeding by counsel acceptable to Landlord.

11.02 **Tenant's Environmental Indemnity:**

(a) Tenant is responsible only for the payment of that portion of any cleanup costs for the Premises necessary for compliance with Hazardous Materials Laws that arise as a result of Tenant's discharge of Hazardous Materials on the Premises during Tenant's occupancy of the Premises. Landlord is responsible for all other cleanup costs and for ensuring that any other responsible party participates in the cleanup to the extent of its responsibility for a release.

(b) Tenant must indemnify, defend, and hold harmless Landlord from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that Landlord may incur by reason of Tenant's action or inaction with regard to Tenant's obligations under this section.

## XII. ASSIGNMENT AND SUBLEASE

**Assignment and Subletting by Tenant:** Tenant may not assign this Lease, or any interest in it, nor sublet the Premises, or any part of them without prior written consent of Landlord.

## XIII. DEFAULT

13.01 **Tenant's Default:** The following events are considered events of default by Tenant under this Lease:

(a) Tenant fails to pay any installment of rent due under this Lease, whether base rent or additional rent, or any other amounts owing by Tenant to Landlord, and the failure continues for thirty (30) days after receipt of written thereof.

(b) Tenant fails to comply with any term or covenant of this Lease, other than the payment of rent or any other sum of money owing by Tenant to Landlord, and does not cure the failure within sixty (60) days after written notice of the failure to Tenant; provided that if such failure cannot be cured within sixty (60) days Tenant shall not be in default if Tenant is proceeding to cure the failure and cures such failure within thirty (30) days thereafter.

(c) Tenant makes an assignment for the benefit of creditors.

(d) Tenant deserts or vacates any substantial portion of the Premises for sixty (60) or

more consecutive days.

13.02 **Landlord's Remedies:** In the event of any default specified in §13.01, Landlord may pursue one or more of the following remedies:

(a) Landlord may terminate this Lease, in which event Tenant must immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice - to any other remedy that it may have for possession or arrearages in rent, enter on and take possession and expel or remove Tenant and any other person occupying the Premises or any part of them, by any lawful means, without being liable for prosecution or any claim of damages for the entrance and expulsion or removal. Tenant will, on demand, pay Landlord the amount of all loss and damage that Landlord suffers by reason of the termination, whether through inability to re-let the Premises on satisfactory terms, if Landlord elects to re-let, or otherwise.

(b) Landlord may enter on and take possession of the Premises and expel or remove Tenant and any other person occupying the Premises or any part of them, by any lawful means, without being liable for prosecution or any claim for damages for the entrance and expulsion or removal; re-let the Premises on the terms Landlord considers advisable; and receive the rent for the re-letting. Tenant will, on demand, pay Landlord any deficiency that may arise by reason of re-letting.

(c) Landlord may enter the Premises, by any lawful means (and Landlord is expressly reserving and retaining the right to so re-enter the Premises), without being liable for prosecution or any claim for damages for the entry, and do whatever Tenant is obligated to do under the terms of this Lease to correct the default. Tenant will, on demand, reimburse Landlord for any expenses that Landlord incurs in effecting compliance with Tenant's obligations under this Lease in this manner, and Tenant further releases Landlord from liability for any damages resulting to Tenant from such an action.

13.03 **Cumulative Remedies:** Landlord's or Tenant's pursuing any remedy provided in this Lease will not preclude pursuing any other remedy provided in this Lease. Either party's pursuing any remedy provided in this lease or by law will not constitute a forfeiture or waiver of any damages accruing to either party by reason of violating any term or covenant of this Lease. Nor will Landlord's pursuing any remedies provided in this Lease constitute a waiver or forfeiture of any rent due under this Lease.

13.04 **Waiver of Default:** Either party's waiving any default or violation or breach of any term or covenant of this Lease does not waive any other violation or breach of any term or covenant of this Lease. Nor does either party's forbearing to enforce one or more of the remedies provided in this Lease or by law on a default waive the default. Landlord's accepting rent following default under this Lease does not waive the default.

13.05 **Surrender of Premises:** No act done by Landlord or its agents during the Lease Term may be considered an acceptance of a surrender of premises is valid unless in writing and subscribed by Landlord.

#### XIV. MISCELLANEOUS

14.01 **Notices and Addresses:** All notices required under this Lease may be given by the following methods:

(a) By certified mail, return receipt requested, addressed to the proper party, at the following addresses:

**If to Landlord:**

City of Lancaster  
Attn: Opal Robertson  
City Manager  
P. O. Box 940  
211 North Henry Street  
Lancaster, Texas 75146-0946

**If to Tenant:**

EW PARTS  
Attn: Eileen  
P.O. Box 605  
LWC, Texas 75146

E-mail address: eileen@ewparts.com

Notices are effective when received. Either party may change the address to which notices are to be sent by sending written notice of the new address or number to the other party in accordance with the terms of this section.

14.02 **Parties Bound:** This agreement binds, and inures to the benefit of, the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

14.03 **Texas Law to Apply:** This agreement is to be construed under Texas law, and all obligations of the parties created by this agreement are performable in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

14.04 **Legal Construction:** If anyone or more of the provisions in this agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

14.05 **Prior Agreements Superseded:** This agreement constitutes the parties sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

14.06 **Amendment:** No amendment, modification, or alteration of the terms of this

agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

14.07 **Rights and Remedies Cumulative:** The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

14.08 **Attorney's Fees and Costs:** If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this Lease, the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce this Lease.

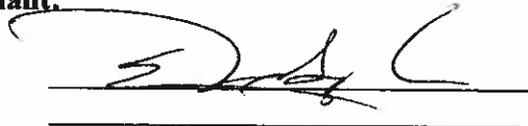
14.09 **Force Majeure:** Neither Landlord nor Tenant is required to perform any term or covenant of this Lease so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant, by exercising due diligence and paying money, cannot prevent or overcome in whole or part.

The undersigned Landlord and Tenant execute this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2011

**Landlord:**

By: \_\_\_\_\_  
Opal Robertson, City Manager

**Tenant:**

By:   
Name: Eileen McLaughlin  
Title: owner / Importer

ATTEST:

\_\_\_\_\_  
Dolle Downe, City Secretary

**Exhibit "A"**

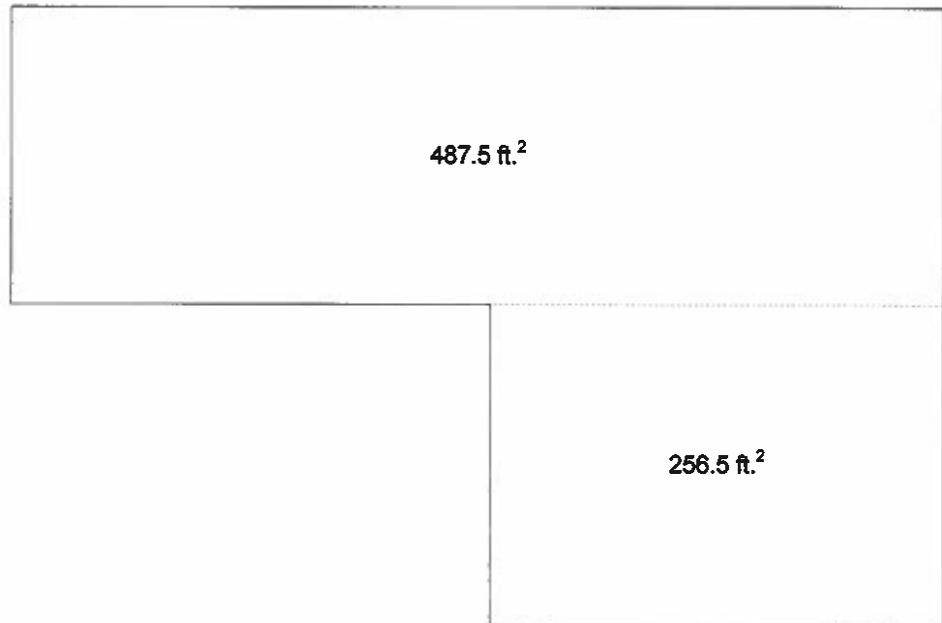
**660-102**

**Enparts**

**Total Square Feet = 744 ft.<sup>2</sup>**

**Rate = \$.017 per Square Foot**

**Office Rent = \$128.00 per Month**



**Exhibit "B"**

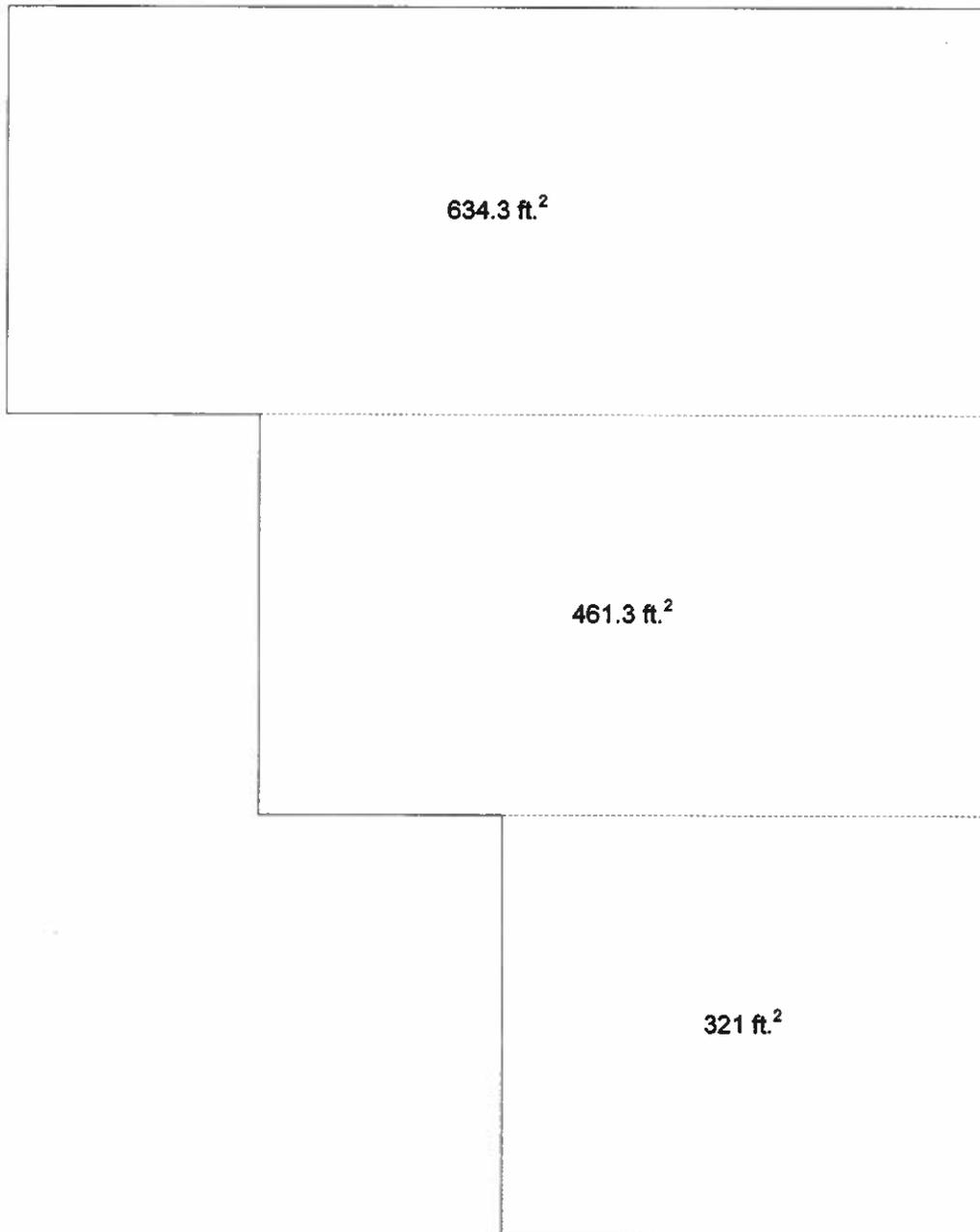
**700-101 &102**

**McGough**

**Total Square Feet = 1,416.6 ft.<sup>2</sup>**

**Rate = \$.018 per Square Foot**

**Office Rent = \$255.00 per Month**

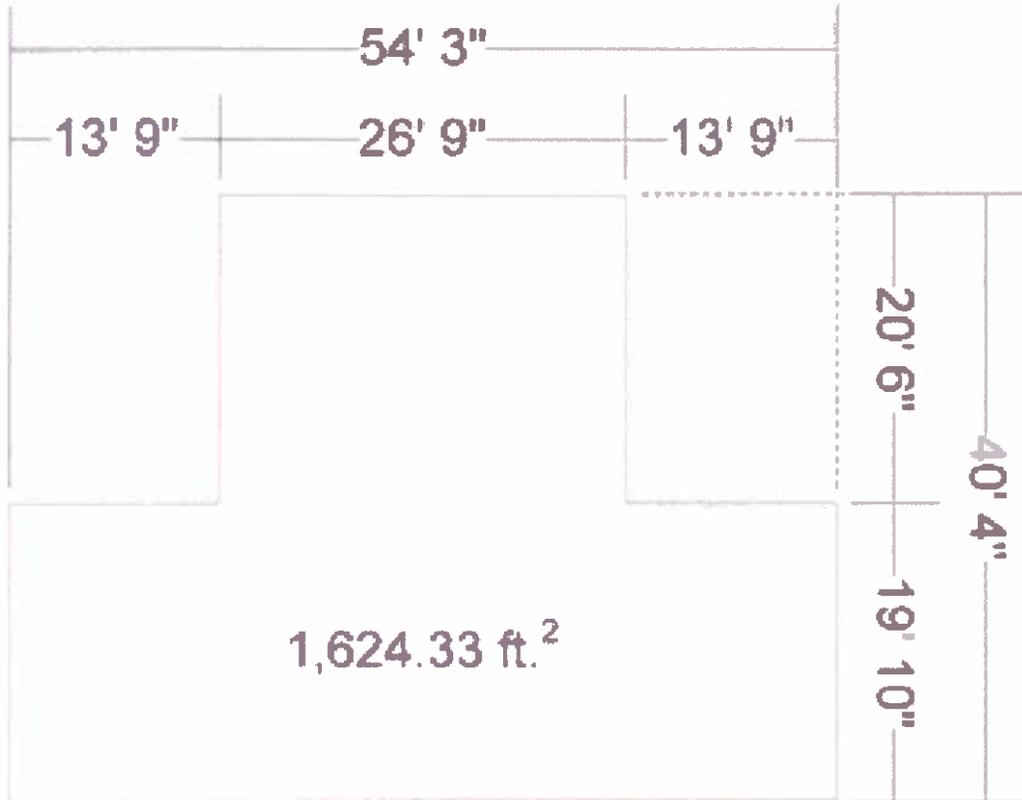


**Exhibit "C"**

**T-Hangar 660-101**

**Rate = 0.17 / sqft**

**T-hangar Rent = \$280.00/mo**

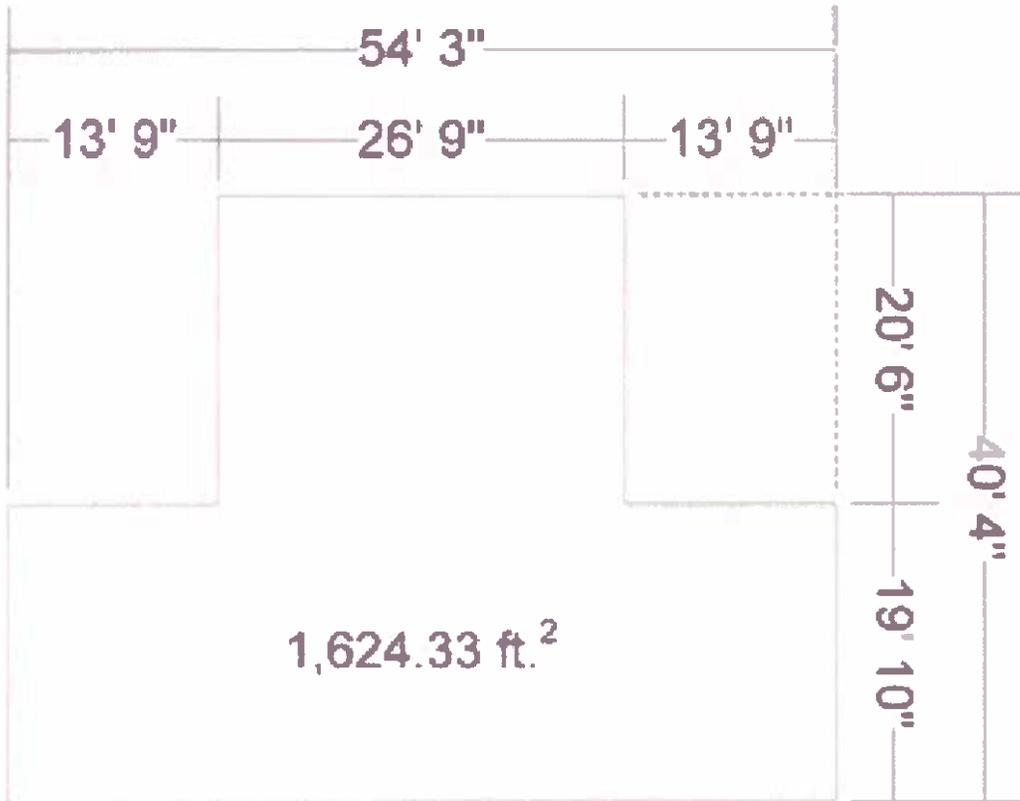


**Exhibit "D"**

**T-Hangar 660-104**

**Rate = 0.17 / sqft**

**T-hangar Rent = \$280.00/mo**

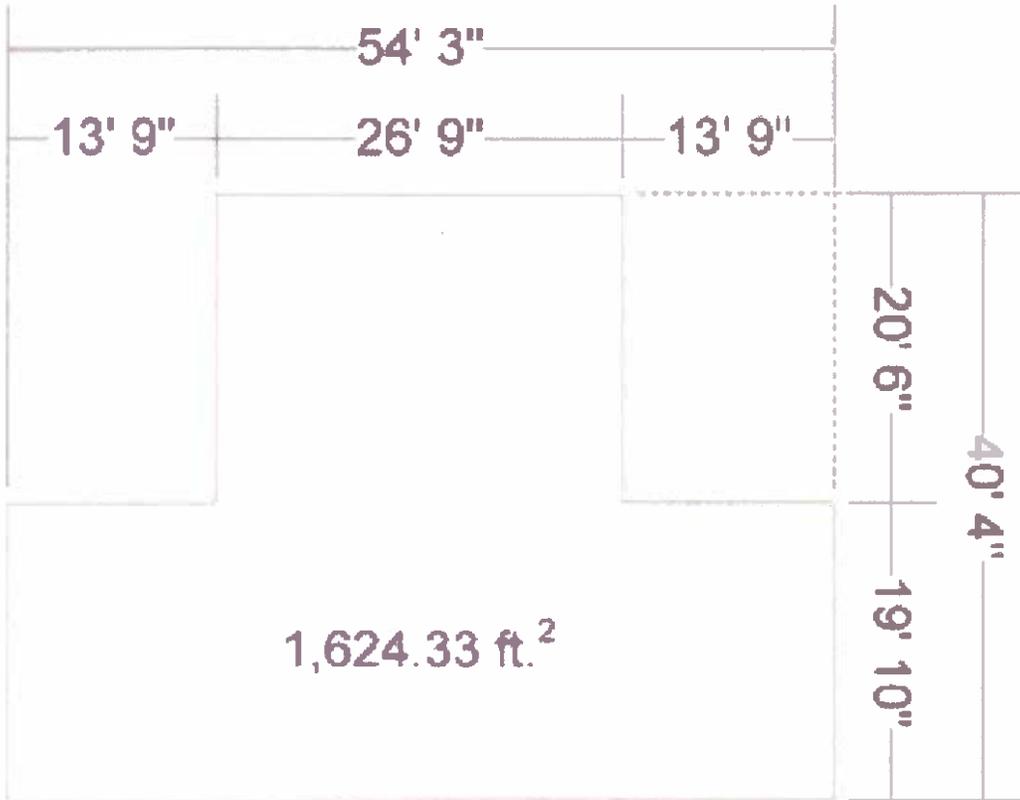


**Exhibit "E"**

**T-Hangar 660-106**

**Rate = 0.17 / sqft**

**T-hangar Rent = \$280.00/mo**

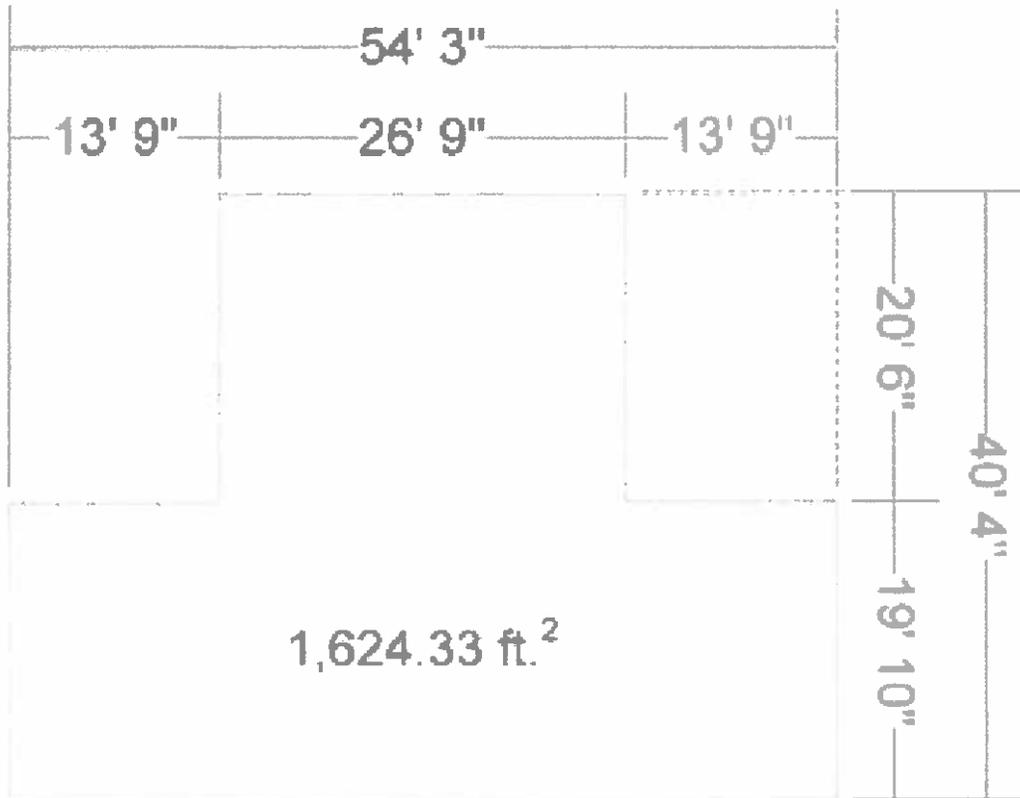


**Exhibit "F"**

**T-Hangar 660-108**

**Rate = 0.17 / sqft**

**T-hangar Rent = \$280.00/mo**

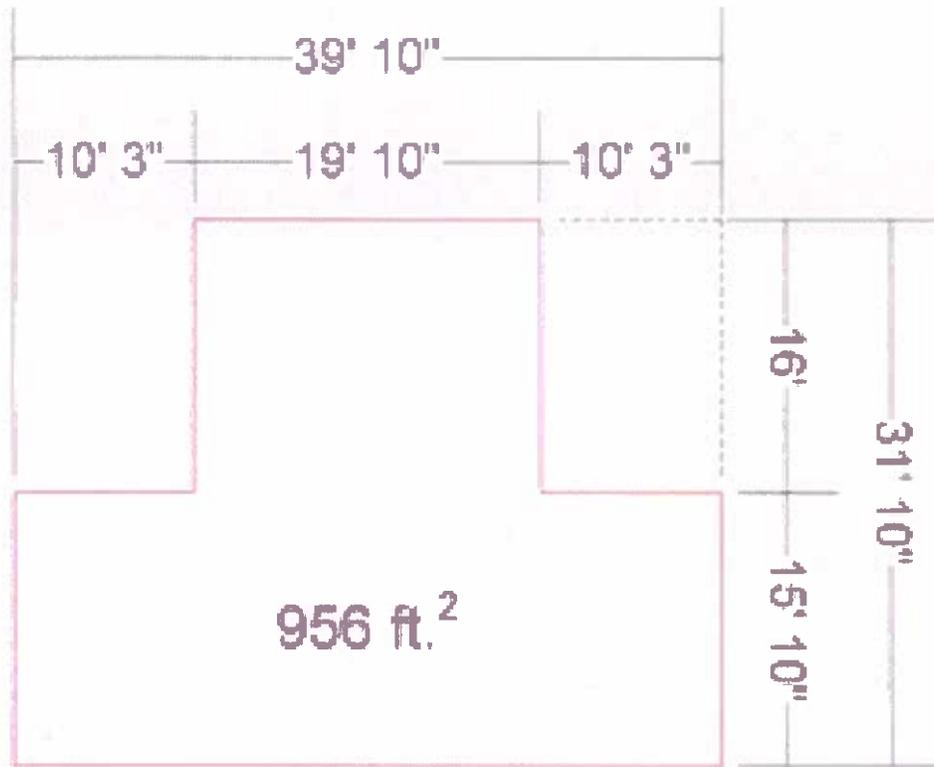


**Exhibit "G"**

**T-Hangar 680-120**

**Rate = 0.18 / sqft**

**T-hangar Rent = \$170.00/mo**

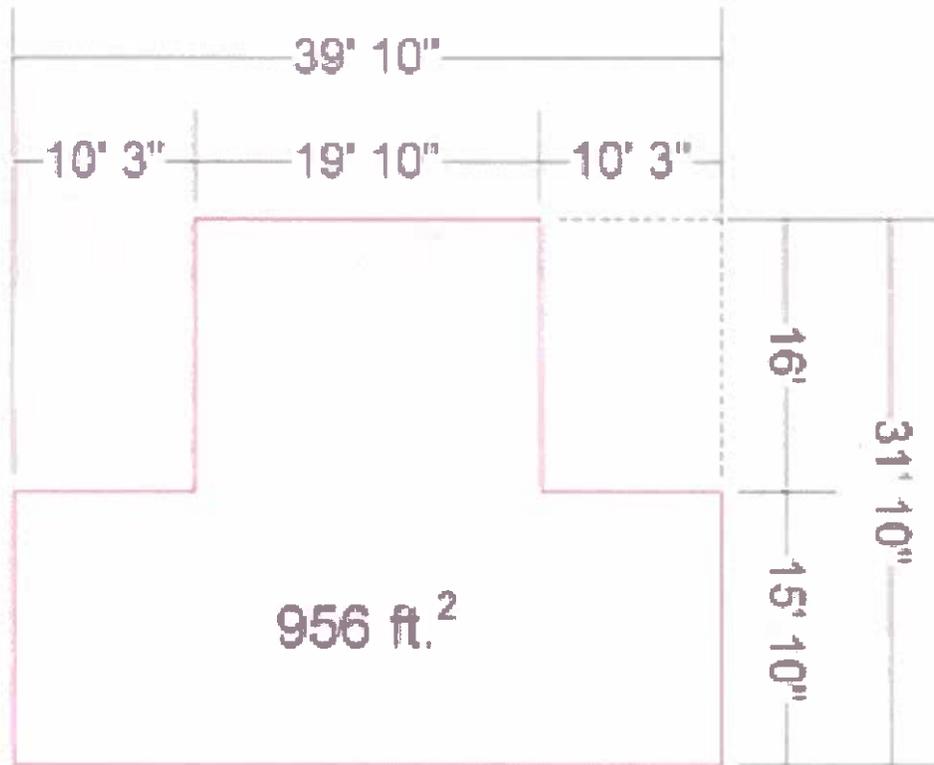


**Exhibit "H"**

**T-Hangar 680-122**

**Rate = 0.18 / sqft**

**T-hangar Rent = \$170.00/mo**

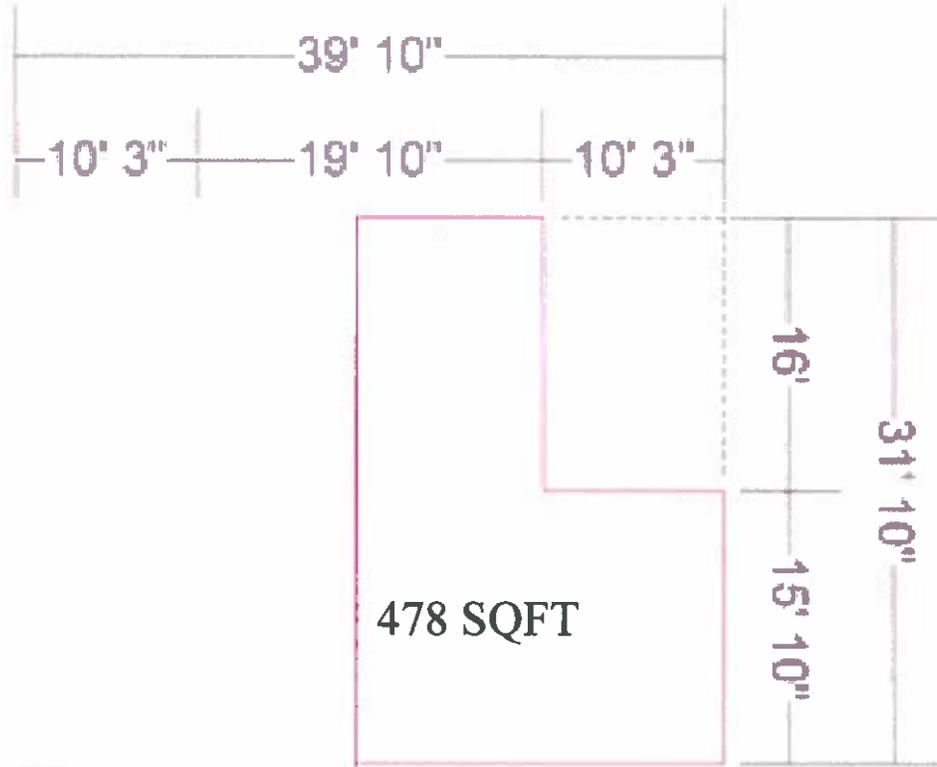


**Exhibit "I"**

**T-Hangar 680-121**

**Rate = 0.18 / sqft**

**T-hangar Rent = \$86.00/mo**

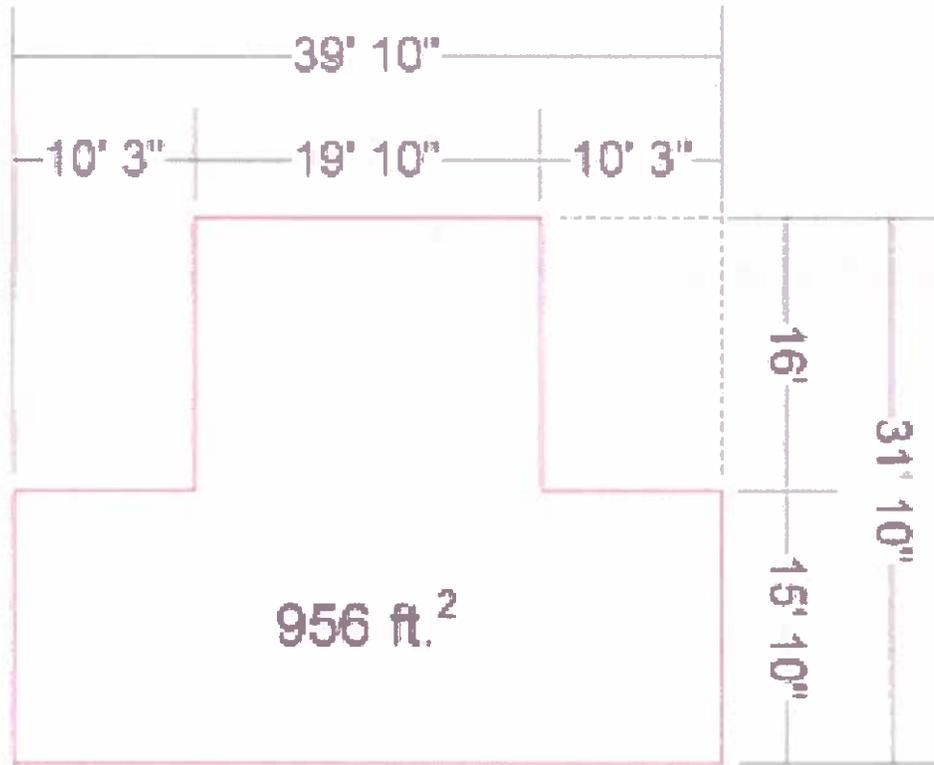


**Exhibit "J"**

**T-Hangar 700-104**

**Rate = 0.18 / sqft**

**T-hangar Rent = \$170.00/mo**





STATE OF TEXAS           §  
  §                           LEASE AGREEMENT  
COUNTY OF DALLAS   §

This Lease is entered into between the City of Lancaster, Texas ("Landlord") and Select Aircraft Services ("Tenant").

In consideration of the mutual covenants and agreements of this Lease, and other good and valuable consideration, Landlord demises and leases to Tenant, and Tenant leases from Landlord, 690-101, 102, 103, 104, Lancaster, Dallas County, Texas, depicted in Exhibits "A" and "B", attached hereto (the "Premises"). The Premises are referred to in this Lease as the "Premises" or the "Leased Premises." The building is referred to as the "Building."

### I. TERM OF LEASE

1.01 **Term:** Term of this Lease is five (5) years, beginning on the 1<sup>st</sup> day of January, 2012, and ending on the last day of December 2016, as provided in this Lease ("Lease Term").

1.02 **Renewal:** After the initial term, this Lease may be renewed on an annual basis subject to all the terms and conditions set forth herein.

1.03 **Termination:** Landlord or tenant may, without cause, terminate this Lease during the Lease Term or any extension thereof upon ninety (90) days prior written notice thereof.

1.04 **Holdover:** If Tenant holds over and continues in possession of the Premises after the Lease Term (or any extension of it) expires, Tenant will be considered to be occupying the Premises at will, subject to all of the terms of this Lease.

### II. RENT

**Basic Rent:** Tenant will pay Landlord \$ 730.<sup>00</sup> per month, from the beginning of the Lease Term and throughout the Lease Term. The monthly rent due throughout the Lease Term shall be paid in advance of the tenth (10<sup>th</sup>) day of each month.

### III. USE OF PREMISES

3.01 **Permitted Use(s):** Tenant will use the Premises only for aviation business related purpose, to wit: Aircraft accessories maintenance. No other services are permitted unless Landlord gives Tenant prior written consent for additional permitted uses.

3.02 **Insurance Hazards:** Tenant shall during the term hereof, at its sole expense, maintain in full force and effect the following insurance: (1) General liability policy with coverage: \$500,000 Combined Single Limit (CSL) for premises if customers are allowed on

premises; (2) Hangar Keeper's Liability – Value of Aircraft in care up to \$500,000 custody and control. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the Landlord, its officers, agents and employees as additional insureds as to all applicable coverage and (2) provide for at least thirty (30) days prior written notice to the Landlord for cancellation, non-renewal, or material change of the insurance.. All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service. A certificate of insurance evidencing the required insurance shall be on file for review upon request from LESSOR.

LESSEE shall, at its own option, carry its own insurance on its aircraft and other equipment which LESSEE stores in or on the leased premises and in no event shall LESSOR be liable to LESSEE for loss or damage to LESSEE'S aircraft and equipment or personal property of LESSEE.

### 3.03 **Compliance with Laws:**

(a) Tenant may not use, or permit using, the Premises in any manner that results in waste of premises or constitutes a nuisance or for any illegal purpose. Tenant, at its own expense, will comply, and will cause its officers, employees, agents and invitees to comply, with all applicable laws, ordinances, and governmental rules and regulations concerning the use of the Premises, including Hazardous Materials Laws.

(b) "Hazardous Materials" means any substance, material, or waste that is or becomes regulated by any local governmental agency, the State of Texas, or the Federal Government, including, but not limited to, any material or substance that is (1) *designated as a "hazardous substance" pursuant to § 311 of the Clean Water Act, 33 U.S.C. § 1251 et. seq., or listed pursuant to § 307 of the Clean Water Act, 33 U.S.C. § 1317,* (2) *defined as a "hazardous substance" pursuant to § 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 et. seq.,* (3) *defined as a "hazardous waste" pursuant to § 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 et. seq.;* (4) *petroleum,* (5) *asbestos,* and (6) *polychlorinated biphenyls.*

3.04 **Condition of Premises, Tenant Finish-Out:** Tenant acknowledges and agrees and does hereby accept the Premises AS IS with all faults. Tenant shall, without cost to Landlord, be responsible for the design and construction of all Tenant finish out for the Premises including exterior improvements.

## IV. MAINTENANCE AND SURRENDER

**Maintenance and Surrender by Tenant:** Tenant will maintain the leased Premises and keep them free from waste or nuisance throughout the Lease Term and any extensions of it. The Tenant shall be responsible for routine maintenance of all tenant maintainable consumables for electrical, plumbing, and heating / air conditioning elements of the building on the Premises. When this Lease terminates, Tenant must deliver the Premises in as good a state of repair and condition as they existed when Landlord delivered possession to Tenant, except for reasonable wear and tear commensurate with the age of the Premises and damage by fire, tornado, or other

casualty. If Tenant neglects to reasonably maintain the Premises, Landlord may, but is not required to, cause repairs or corrections to be made. Any reasonable costs incurred for repairs or corrections for which Tenant is responsible under this section are payable by Tenant to Landlord as a reimbursement within thirty (30) days after Lease termination.

## V. UTILITIES AND TAXES

**Utilities and Taxes on Tenant's Property:** Landlord shall pay or cause to be paid all charges for water. Tenant will pay all taxes levied or assessed against personal property, furniture, or fixtures it places in or on the Premises. If any such taxes for which Tenant is liable are levied or assessed against Landlord or Landlord's property, and Landlord elects to pay them, or if the assessed value of Landlord's property is increased by including personal property, furniture, or fixtures placed by Tenant in the Premises, and Landlord elects to pay the taxes based on the increase, Tenant must, upon demand, pay Landlord the part of the taxes for which Tenant is primarily liable under this article.

## VI. ALTERATIONS, ADDITIONS, IMPROVEMENTS AND FIXTURES

6.01 **Consent of Landlord:** Tenant may not make any alterations, additions, or improvements to the Premises without Landlord's prior written consent, which shall not be unreasonably denied or delayed.

6.02 **Property of Landlord:** All alterations, additions, or improvements made by Tenant will become Landlord's property when this Lease terminates.

6.03 **Trade Fixtures:** Tenant has the right at all times to erect or install furniture and fixtures, as long as Tenant complies with all applicable governmental laws, ordinances, and regulations. Tenant may remove such items when this Lease terminates, if Tenant is not in default at that time and the fixtures can be removed without structural damage to the Premises. Before this Lease terminates, Tenant must repair any damage caused by removing any fixtures and should have 15 days to comply. Any furniture or fixtures not removed by Tenant when this Lease terminates are considered abandoned by Tenant and automatically become Landlord's property.

6.04 **Construction by Tenant:** Tenant shall have the right during the term of this Lease to erect, maintain, alter, remodel, reconstruct, or rebuild the tenant improvements within the Premises, subject to the following general conditions:

1. Tenant bears cost of any such work;
2. The Premises shall at all times kept free of mechanics' and material men's liens;
3. Any improvements constructed on the Premises shall be approved by Landlord pursuant to § 6.05 herein and if remaining at the end of the Lease Term, shall become the property of Landlord; and
4. Any removal of tenant improvements must be pre-approved by Landlord.

6.05 **Landlord's Approval:** The following rules govern Landlord's approval of

construction, additions, and alterations of the building or other improvements:

(a) **Written approval required.** No tenant or other improvement may be constructed unless the plans, specifications, and proposed location of the improvement have received Landlord's written approval. No material addition to or alterations of the Premises may be begun until plans and specifications covering the proposed addition or alteration have been first submitted to and approved by Landlord. The Landlord shall not unreasonably withhold approval of such plans and specifications. .

(b) **Landlord's approval.** Landlord will promptly review and approve all plans submitted under subparagraph above or note in writing any' required changes or corrections that must be made to the plans, Failure to object to the plans within thirty (30) days constitutes its approval of the changes. Any required changes or corrections must be made, and the plans resubmitted to Landlord, within thirty (30) days after the corrections or changes have been noted. Landlord's failure to object to the resubmitted plans and specifications within thirty (30) days constitutes its approval of the changes. Minor changes in work or materials not affecting the general character of the Premises project may be made at any time without Landlord's approval, but a copy of the altered plans and specifications must be furnished to Landlord.

## VII. DAMAGE OR DESTRUCTION

7.01 **Notice to Landlord:** If the Premises or any structures or improvements on the are damaged or destroyed by fire, tornado, or other casualty, Tenant must immediately give Landlord written notice of the damage or destruction, including a general description of the damage and, as far as known to Tenant, the cause of the damage.

7.02 **Total Destruction:** If the Premises are totally destroyed by fire, tornado, or other casualty this Lease will terminate, and rent will be abated for the unexpired portion of this Lease, effective as of the date of written notification as provided in § 7.01. The Landlord in its sole discretion may elect to restore the Premises and rebuild the Building in which event the Lease shall continue in under the same terms and conditions set forth herein from the date the Premises has been fully restored. Alternatively, the Tenant with the consent of Landlord may, by written notice within thirty (30) days after the notice as provided in § 7.01, elect to rebuild the Building and restore the Premises provided Tenant commences the restoration of the Premises within one hundred eighty (180) days thereafter and at Tenant's cost.

7.03 **Partial Destruction:** If the Premises are damaged by fire, tornado, or other casualty other than by the negligence, gross negligence, or intentional tort of Tenant or any person in or about the Premises with Tenant's express or implied consent, or if they are so damaged that rebuilding or repairs cannot reasonably be completed within one hundred eighty (180) working days or the damage exceeds the Landlord's insurance recovery, or the Landlord elects not to restore the Premises, this Lease will terminate.

## VIII. CONDEMNATION

8.01 **Total Condemnation:** If, during the Lease Term or any extension or renewal of

the Lease, all of the Premises are taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or are sold to the condemning authority under threat of condemnation, this Lease will terminate, and the rent will be abated during the unexpired portion of this Lease, effective as of the date the condemning authority takes the Premises.

8.02 **Partial Condemnation:** If less than all of the Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate this Lease by giving written notice to the other within thirty (30) days. In addition, if all or a portion of the parking area, or the signage, of the Premises is taken for any public. or quasi-public use under any governmental law, ordinance, or regulation or by right of eminent domain, or is sold to the condemning authority under threat of condemnation, either party may terminate this Lease by giving Landlord written notice within thirty (30) days. If the Premises are partially condemned and neither party elects to terminate this Lease, this Lease will not terminate, but the rent will be adjusted equitably during the un-expired portion of this lease.

8.03 **Condemnation Award:** Landlord is entitled to receive and retain the entire award in any condemnation proceedings, except for any portion attributable to trade fixtures and personal property owned by Tenant, which Tenant is entitled to receive and retain. The termination of this Lease will not affect the right to this award.

## **IX. INSPECTION BY LANDLORD**

Landlord and its officers, agents, employees, and representatives may enter any part of the Premises during normal business hours for the purpose of inspection, cleaning, maintenance, repairs, alterations, or additions as Landlord considers necessary (but without any obligation to perform any of these functions except as stated in this Lease). Tenant is not entitled to any abatement or reduction of rent by reason of entry of Landlord or any of its officers, agents, representatives, or employees under this article, nor will such an entry be considered an actual or constructive eviction.

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11.02 **Tenant's Environmental Indemnity:**

(a) Tenant is responsible only for the payment of that portion of any cleanup costs for the Premises necessary for compliance with Hazardous Materials Laws that arise as a result of Tenant's discharge of Hazardous Materials on the Premises during Tenant's occupancy of the Premises. Landlord is responsible for all other cleanup costs and for ensuring that any other responsible party participates in the cleanup to the extent of its responsibility for a release.

(b) Tenant must indemnify, defend, and hold harmless Landlord from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation counsel, engineering, and other professional or expert fees, that Landlord may incur by reason of Tenant's action or inaction with regard to Tenant's obligations under this section.

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**Assignment and Subletting by Tenant:** Tenant may not assign this Lease, or any interest in it, nor sublet the Premises, or any part of them without prior written consent of Landlord.

## XIII. DEFAULT

13.01 **Tenant's Default:** The following events are considered events of default by Tenant under this Lease:

(a) Tenant fails to pay any installment of rent due under this Lease, whether base rent or additional rent, or any other amounts owing by Tenant to Landlord, and the failure continues for thirty (30) days after receipt of written thereof.

(b) Tenant fails to comply with any term or covenant of this Lease, other than the payment of rent or any other sum of money owing by Tenant to Landlord, and does not cure the failure within sixty (60) days after written notice of the failure to Tenant; provided that if such failure cannot be cured within sixty (60) days Tenant shall not be in default if Tenant is proceeding to cure the failure and cures such failure within thirty (30) days thereafter.

(c) Tenant makes an assignment for the benefit of creditors.

(d) Tenant deserts or vacates any substantial portion of the Premises for sixty (60) or

more consecutive days.

13.02 **Landlord's Remedies:** In the event of any default specified in §13.01, Landlord may pursue one or more of the following remedies:

(a) Landlord may terminate this Lease, in which event Tenant must immediately surrender the Premises to Landlord. If Tenant fails to do so, Landlord may, without prejudice - to any other remedy that it may have for possession or arrearages in rent, enter on and take possession and expel or remove Tenant and any other person occupying the Premises or any part of them, by any lawful means, without being liable for prosecution or any claim of damages for the entrance and expulsion or removal. Tenant will, on demand, pay Landlord the amount of all loss and damage that Landlord suffers by reason of the termination, whether through inability to re-let the Premises on satisfactory terms, if Landlord elects to re-let, or otherwise.

(b) Landlord may enter on and take possession of the Premises and expel or remove Tenant and any other person occupying the Premises or any part of them, by any lawful means, without being liable for prosecution or any claim for damages for the entrance and expulsion or removal; re-let the Premises on the terms Landlord considers advisable; and receive the rent for the re-letting. Tenant will, on demand, pay Landlord any deficiency that may arise by reason of re-letting.

(c) Landlord may enter the Premises, by any lawful means (and Landlord is expressly reserving and retaining the right to so re-enter the Premises), without being liable for prosecution or any claim for damages for the entry, and do whatever Tenant is obligated to do under the terms of this Lease to correct the default. Tenant will, on demand, reimburse Landlord for any expenses that Landlord incurs in effecting compliance with Tenant's obligations under this Lease in this manner, and Tenant further releases Landlord from liability for any damages resulting to Tenant from such an action.

13.03 **Cumulative Remedies:** Landlord's or Tenant's pursuing any remedy provided in this Lease will not preclude pursuing any other remedy provided in this Lease. Either party's pursuing any remedy provided in this lease or by law will not constitute a forfeiture or waiver of any damages accruing to either party by reason of violating any term or covenant of this Lease. Nor will Landlord's pursuing any remedies provided in this Lease constitute a waiver or forfeiture of any rent due under this Lease.

13.04 **Waiver of Default:** Either party's waiving any default or violation or breach of any term or covenant of this Lease does not waive any other violation or breach of any term or covenant of this Lease. Nor does either party's forbearing to enforce one or more of the remedies provided in this Lease or by law on a default waive the default. Landlord's accepting rent following default under this Lease does not waive the default.

13.05 **Surrender of Premises:** No act done by Landlord or its agents during the Lease Term may be considered an acceptance of a surrender of premises is valid unless in writing and subscribed by Landlord.

#### XIV. MISCELLANEOUS

14.01 **Notices and Addresses:** All notices required under this Lease may be given by the following methods:

(a) By certified mail, return receipt requested, addressed to the proper party, at the following addresses:

**If to Landlord:**

City of Lancaster  
Attn: Opal Robertson  
City Manager  
P. O. Box 940  
211 North Henry Street  
Lancaster, Texas 75146-0946

**If to Tenant:**

ARON WILLIAMS  
Attn: 690 FORT'S RD

LANCASTER, Texas 75146

E-mail address: ARON@SELECTAIRCRAFT.COM

Notices are effective when received. Either party may change the address to which notices are to be sent by sending written notice of the new address or number to the other party in accordance with the terms of this section.

14.02 **Parties Bound:** This agreement binds, and inures to the benefit of, the parties to this Lease and their respective heirs, executors, administrators, legal representatives, successors, and assigns when this agreement permits.

14.03 **Texas Law to Apply:** This agreement is to be construed under Texas law, and all obligations of the parties created by this agreement are performable in Dallas County, Texas. The parties agree to submit to the personal and subject matter jurisdiction of said Court.

14.04 **Legal Construction:** If anyone or more of the provisions in this agreement are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of the agreement, which will be construed as if it had not included the invalid, illegal, or unenforceable provision.

14.05 **Prior Agreements Superseded:** This agreement constitutes the parties sole agreement and supersedes any prior understandings or written or oral agreements between the parties with respect to the subject matter.

14.06 **Amendment:** No amendment, modification, or alteration of the terms of this

agreement is binding unless in writing, dated subsequent to the date of this agreement, and duly executed by the parties.

14.07 **Rights and Remedies Cumulative:** The rights and remedies provided by this Lease are cumulative, and either party's using any right or remedy will not preclude or waive its right to use any other remedy. These rights and remedies are in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.

14.08 **Attorney's Fees and Costs:** If, as a result of either party's breaching this agreement, the other party employs an attorney to enforce its rights under this Lease, the breaching or defaulting party will pay the other party the reasonable attorney's fees and costs incurred to enforce this Lease.

14.09 **Force Majeure:** Neither Landlord nor Tenant is required to perform any term or covenant of this Lease so long as performance is delayed or prevented by *force majeure*, which includes acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within Landlord's or Tenant's control and that Landlord or Tenant, by exercising due diligence and paying money, cannot prevent or overcome in whole or part.

The undersigned Landlord and Tenant execute this agreement on the \_\_\_\_ day of \_\_\_\_\_, 2011

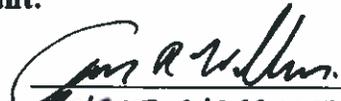
**Landlord:**

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

Opal Robertson, City Manager

**Tenant:**

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

  
SELECT AIRCRAFT SERVICES  
Name: AARON WILLIAMS  
Title: OWNER

ATTEST:

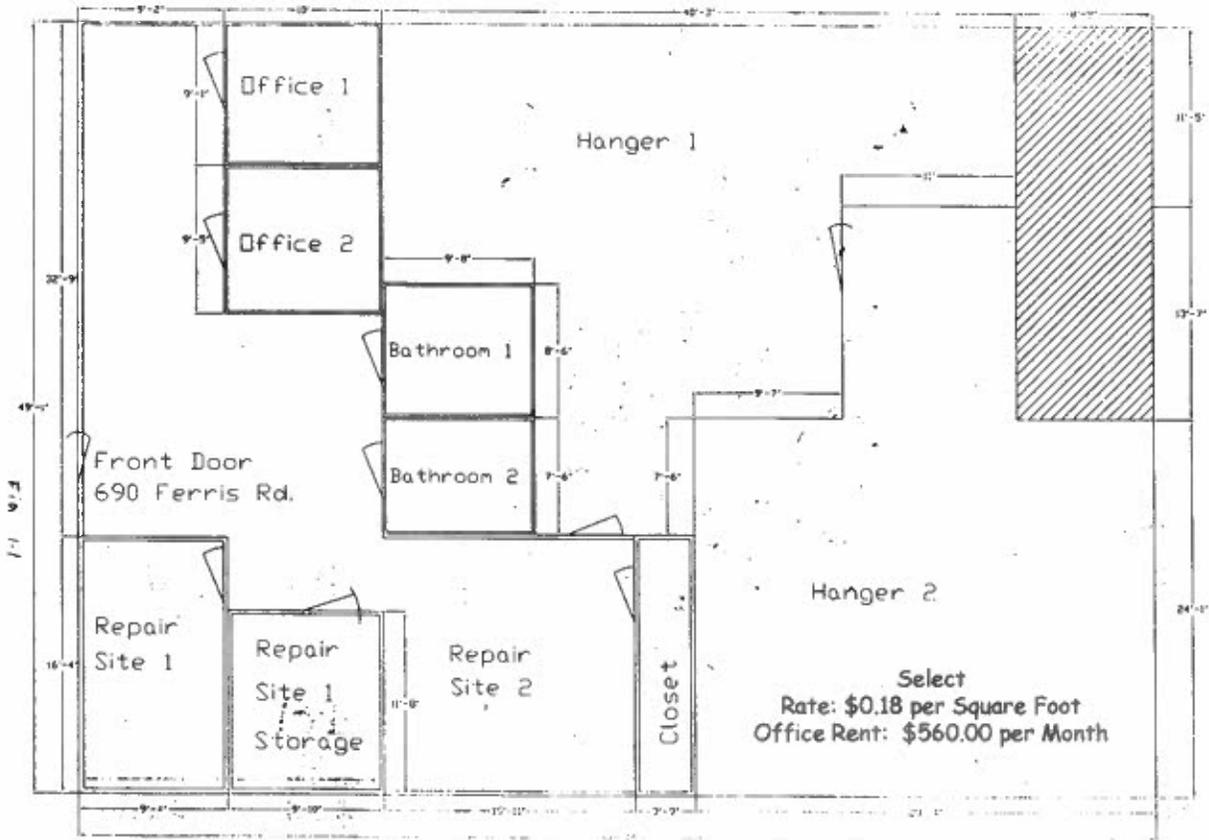
\_\_\_\_\_  
Dolle Downe, City Secretary

**Exhibit "A"**

**660-101, 102, 104**

**Rent: \$560/mo**

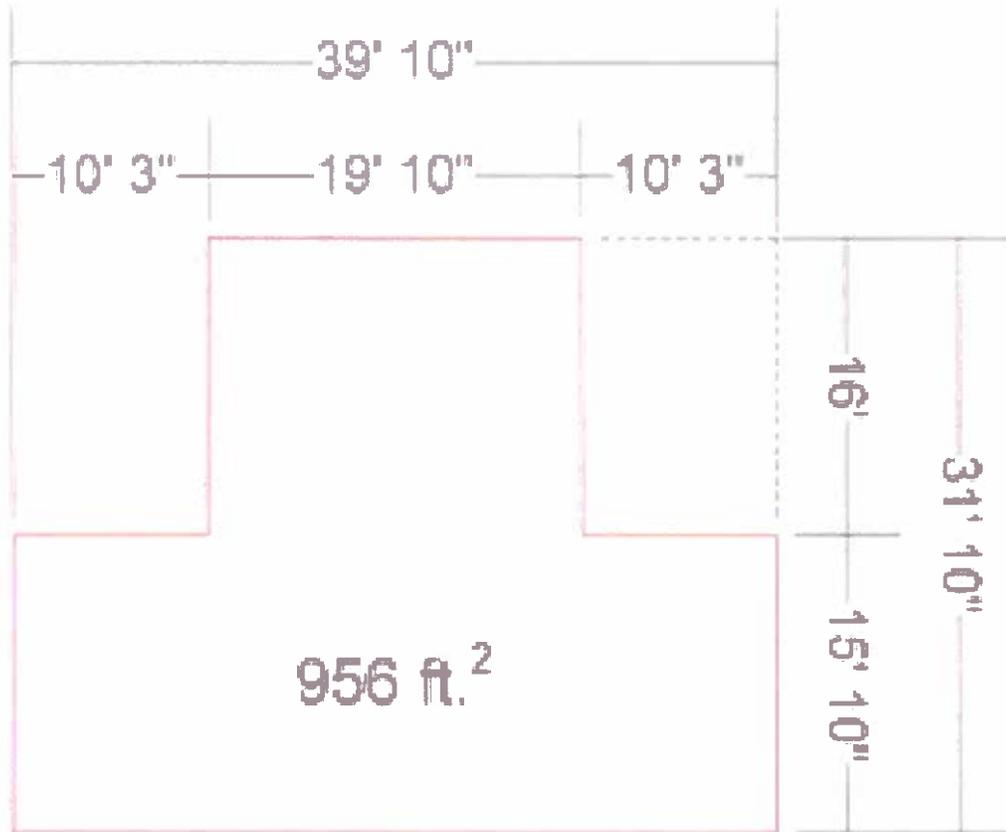
Total Square Feet: 3,113.25 ft.<sup>2</sup>



**Exhibit "B"**

**690-103**

**Rent: \$170/mo**



**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 9, 2012

**3**

AG12-003

**Consider a resolution declaring certain board, commission and committee position(s) vacant due to excessive absences.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Civic Engagement**

**Background**

In June 2003, City Council adopted an attendance policy for all City Boards and Commissions. The Attendance Policy states "Absences from three (3) consecutive meetings or a total of five (5) absences within a twelve month period shall constitute excessive absences." The policy further states that upon review of the attendance records "The council, at its next regularly scheduled meeting, shall declare the position vacant..."

City Council asked to review the attendance records on a quarterly basis. Attached are attendance records updated through December 2011 for the following boards:

- Airport Advisory Board
- Animal Shelter Advisory Committee
- Economic Development Corporation Board
- Historic Landmark Preservation Committee
- Library Advisory Board
- Parks and Recreation Advisory / Recreational Development Corporation Board
- Planning and Zoning Commission
- Property Standards and Appeals Board
- Zoning Board of Adjustment

**Considerations**

A review of the attendance records indicates the following member did not meet attendance standards.

**Parks and Recreation Advisory Board**

Deborah Brooks - alternate member (term expires July 2012)

The City Council deemed it necessary to establish guidelines for attendance by members of the City's boards and commissions in order to provide for the orderly and effective conduct of meetings and hearings.

**Options/Alternatives**

1. Council may approve the resolution declaring a vacancy in a position where attendance standards have not been met.
2. Council may deny the resolution.

**Recommendation**

No staff recommendation. This is a matter of Council policy.

**Attachments**

- Resolution
- Attendance records as noted above
- City Board and Commission Attendance Policy

**Prepared and submitted by:**  
Angie Arenas, Assistant City Secretary

**Date:** December 27, 2011

**RESOLUTION NO. 2012-01-02**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, DECLARING CERTAIN BOARD, COMMISSION, AND COMMITTEE POSITION(S) VACANT DUE TO EXCESSIVE ABSENCES; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council deemed it necessary to establish guidelines for attendance for members of the City's various boards, commissions and committees through a Resolution approved in June 2003; and

**WHEREAS**, the City Council outlined attendance standards in order to provide for the orderly and effective conduct of meetings and hearings; and

**WHEREAS**, the City Council believes that it is unfair to the citizens served and to those board, commission, and committee members who are faithful and prompt in their attendance to overlook excessive absences; and

**WHEREAS**, the City Council has determined that it is in the best interest of the citizens, boards, commissions, and committees of the City of Lancaster to declare positions vacant where attendance standards have not been met;

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

**SECTION 1.** That the following position is declared vacant due to excessive absences as defined in the City of Lancaster Attendance Policy.

Parks and Recreation Advisory Board / Lancaster Recreational Development Corp.  
Deborah Brooks – alternate member (term expires 2012)

**SECTION 2.** The Resolution shall become effective immediately upon its passage.

**DULY PASSED** and approved by the City Council of the City of Lancaster, Texas, on this 9<sup>th</sup> day of January 2012.

**APPROVED:**

\_\_\_\_\_  
Marcus E. Knight, Mayor

**ATTEST:**

---

Dolle K. Downe, City Secretary

**APPROVED AS TO FORM:**

---

Robert E. Hager, City Attorney

# AIRPORT ADVISORY BOARD

Term Expires	Board Members	Meeting Attendance												
		Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sept 11	Oct 11	Nov 11	Dec 11	
2013	Dean Byers	P	P	P	A	P	P	MC	P	P	P	P	P	MC
2013	John Stewart	A	P	P	P	P	A	MC	P	P	P	P	P	MC
2013	Tim Fagan	A	P	P	P	A	P	MC	P	P	P	P	P	MC
2012	Andy Mungenast	P	P	P	P	P	P	MC	A	P	P	P	P	MC
2012	Dr. Charles Waldrop, Jr.	P	P	P	P	P	P	MC	P	P	P	P	P	MC
2012	Keith Hutchinson	P	P	P	P	P	P	MC	P	P	P	P	P	MC
	<b>ALTERNATE</b>													
2012	Chris Chatmon								Appt.*	P	P	P	P	MC

\* Meeting held day after appt.

A= Absent  
 P = Present  
 NIM = No Meeting  
 LC = Lack of Quorum  
 MC = Meeting Cancelled

Staff Contact - Mark Divita  
 Council Liason - Councilmember Walter Weaver

# ANIMAL SHELTER ADVISORY COMMITTEE

Term Expires	Board Members	Meeting Attendance													
		Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sep 11	Oct 11	Nov 11	Dec 11		
2013	Mark Wilson	P	MC	P				MC	MC						
2013	Nancy Sewell	P	MC	A	P	P	P	MC	MC						
2012	Dr. Alleice Summers	P	MC	MC	P	P	P	MC	MC						
2012	Larry King	P	MC	MC	P	P	P	MC	MC						
2012	Thomas Hail	P	MC	MC	P	P	P	MC	MC						
	ALTERNATE														
2012	Barbara Weatherspoon								Appt./MC	P	P	P	P	MC	MC

**A = Absent**  
**P = Present**  
**NM = No Meeting**  
**LC = Lack of Quorum**  
**MC = Meeting Cancelled**

**Staff Contact - Larry King**  
**Council Liaison - Councilmember Marco Mejia**

# LANCASTER ECONOMIC DEVELOPMENT CORP. (4A)

Meeting Attendance													
Term Expires	Board Members	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sep 11	Oct 11	Nov 11	Dec 11
2014	Burleigh Forman								Appt./NM	NM	NM	NM	NM
2014	Jon Cole								Appt./NM	NM	NM	NM	NM
2014	Vanessa Sheffield	MC	NM	NM	MC	P	NM	NM	NM	NM	NM	NM	NM
2013	Ric Peterson	MC	NM	NM	MC	A	NM	NM	NM	NM	NM	NM	NM
2013	Sandi Collier	MC	NM	NM	MC	P	NM	NM	NM	NM	NM	NM	NM

**A = Absent**  
**P = Present**  
**NM = No Meeting**  
**LC = Lack of Quorum**  
**MC = Meeting Cancelled**

**Staff Contact - Ed Brady**  
**Council Liaison - DMPT Nina Morris**

# HISTORIC LANDMARK PERSERVATION COMMITTEE

Term Expires	Board Members	Meeting Attendance												
		Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sep 11	Oct 11	Nov 11	Dec 11	
2013	Cheryl Wright	A	MC	MC	MC	P	MC	P	MC	MC	MC	MC	MC	MC
2013	Gilles Delaise	P	MC	MC	MC	A	MC	P	MC	MC	MC	MC	MC	MC
2013	Glenn Hooper	P	MC	MC	MC	P	MC	P	MC	MC	MC	MC	MC	MC
2012	Carolyn Miller	P	MC	MC	MC	A	MC	A	MC	MC	MC	MC	MC	MC
2012	Dee Hinkle	P	MC	MC	MC	P	MC	P	MC	MC	MC	MC	MC	MC
	<b>Alternate</b>													
2012	Patricia Siegfried-Giles								APPT./MC	MC	MC	MC	MC	MC

**A = Absent**  
**P = Present**  
**NM = No Meeting**  
**LC = Lack of Quorum**  
**MC = Meeting Cancelled**

**Staff Contact - Rona Stringfellow**  
**Council Liaison - Councilmember James Daniels**



**PARKS AND RECREATION ADVISORY BOARD  
LANCASTER RECREATIONAL DEVELOPMENT CORP. (4B)**

Meeting Attendance													
Term Expires	Board Members	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sep 11	Oct 11	Nov 11	Dec 11
2013	Abe Cooper	Appt./P	P	P	P	MC	P	MC	P/P	P	P	P	MC
2013	Darwin Isham	P	A	P	P	MC	P	MC	P/A	P	P	P	MC
2013	Mary Sykes	P	P	P	P	MC	P	MC	P/P	P	P	P	MC
2012	Willene Watson	P	P	P	P	MC	P	MC	P/P	P	A	P	MC
2012	Spencer Hervey	P	P	P	P	MC	P	MC	P/P	P	A	P	MC
2012	Cecelia Rutherford	P	P	P	A	MC	P	MC	P/P	P	P	P	MC
2012	Vacant												
	<b>ALTERNATE</b>												
2012	Deborah Brooks								Appt./P/A	A	A	A	MC

A = Absent  
P = Present  
NIM = No Meeting  
LC = Lack of Quorum  
MC = Meeting Cancelled

Staff Contact - Sean Johnson  
Council Liaison - MPT Clyde Hairston

# PLANNING AND ZONING COMMISSION

Meeting Attendance													
Term Expires	Board Members	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sep 11	Oct 11	Nov 11	Dec 11
2013	James Mitchell								appt/P	appt/P	MC	P/A	MC
2013	Marian Elkins								appt/P	appt/P	MC	A/P	MC
2013	Lawrence Prothro								appt/P	appt/P	MC	P/P	MC
2012	Quinnie Wright					appt/P	P	P	P/P	P	MC	P/P	MC
2012	Mary Jane Colton	P	P	P	P	P	P	P	P/P	P	MC	P/P	MC

**A = Absent**  
**P = Present**  
**NM = No Meeting**  
**LC = Lack of Quorum**  
**MC = Meeting Cancelled**

**Staff Contact - Nathaniel Barnett**  
**Council Liaison - Councilmember James Daniels**

# PROPERTY STANDARDS AND APPEALS BOARD

Term Expires	Board Members	Meeting Attendance												
		Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	Jul 11	Aug 11	Sep 11	Oct 11	Nov 11	Dec 11	
2013	Cassandra Andrews	MC	MC	MC	MC	MC	P	MC	MC	MC	MC	MC	MC	MC
2013	Mark Larson	MC	MC	MC	MC	MC	P	MC	MC	MC	MC	MC	MC	MC
2012	Carlton Terry	MC	MC	MC	MC	MC	A	MC	MC	MC	MC	MC	MC	MC
2012	Richard Wilson	MC	MC	MC	MC	MC	P	MC	MC	MC	MC	MC	MC	MC
2012	Sue Wyrick	MC	MC	MC	MC	MC	P	MC	MC	MC	MC	MC	MC	MC
	<b>ALTERNATE</b>													
2012	Carolyn Morris								Appt./MC	MC	MC	MC	MC	MC

**A = Absent**  
**P = Present**  
**NM = No Meeting**  
**LC = Lack of Quorum**  
**MC = Meeting Cancelled**

**Staff Contact - Larry King**  
**Council Liaison - Councilmember Marco Mejia**

# ZONING BOARD OF ADJUSTMENT

## Meeting Attendance

Term Expires	Board Members	Jan 11	Feb 11	Mar 11	Apr 11	May 11	Jun 11	July 11	Aug 11	Sep 11	Oct 11	Nov 11	Dec 11
2013	Deborah Taylor	P	MC	MC	MC	MC	P	MC	MC	MC	MC	MC	MC
2013	Kimest Sanders	P	MC	MC	MC	MC	P	MC	MC	MC	MC	MC	MC
2013	Margaret Brooks	A	MC	MC	MC	MC	P	MC	MC	MC	MC	MC	MC
2012	Sharon Brooks	P	MC	MC	MC	MC	P	MC	MC	MC	MC	MC	MC
2012	Keith Burnett	P	MC	MC	MC	MC	P	MC	MC	MC	MC	MC	MC
	<b>ALTERNATE</b>												
2012	Rebecca Torres-Swanson								Appt./MC	MC	MC	MC	MC

**A = Absent**  
**P = Present**  
**NM = No Meeting**  
**LC = Lack of Quorum**  
**MC = Meeting Cancelled**

**Staff Contact - Rona Stringfellow**  
**Council Liaison - Councilmember Stanley Jaglowski**



**City of Lancaster  
Boards, Commissions and Committees  
Attendance Policy**

Persons appointed to city boards, commissions or committees can only be effective members or alternates if they attend the groups' meetings regularly. Attendance Reports will be maintained by City staff liaisons to the boards/commissions/committees and provided to the City Council on a quarterly basis for their review. In case of excessive absences, the following shall apply:

- (a) In case of excessive absences, a board, commission or committee member or alternate shall be removed from office. Absences from three (3) consecutive meetings or a total of five (5) absences within a twelve-month period shall constitute excessive absences. This provision shall apply even if such meeting is subsequently canceled or postponed due to lack of a quorum.
  
- (b) The procedure for removal of a member or alternate is as follows: Immediately after a member or alternate has three (3) consecutive absences or a total of five (5) absences within a twelve-month period, the staff liaison of the board, commission or committee shall notify the president or chair in writing. The staff liaison shall notify the city secretary with recommendations in writing within five (5) days of receiving notification. The city secretary shall notify the mayor and city council in writing within five (5) days of receiving notification. The council, at its next regularly scheduled meeting, shall declare the position vacant and instruct the city secretary to notify the board or commission member in question to that effect. The council shall then appoint someone to fill the vacancy from the available alternates or publish the vacancy and make an appointment after sufficient time has passed to receive applications for the position.

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 9, 2012

**4**

AG12-004

**Consider a resolution authorizing repairs to various City radio towers due to spring 2011 storm damage to Blair Communications, Inc. in a base amount not to exceed \$76,578.59; and providing for a contingency amount not to exceed \$30,918.65.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Sound Infrastructure**

**Background**

On April 11, 2011 severe winds destroyed and/or damaged three City of Lancaster communications towers. Tower one is located behind the Public Safety building, tower two is located on Meadowlark and tower three is located on top of the Pleasant Run water tower. Tower one housed all public safety communication capabilities. Fortunately, the Police and Fire Department's primary channels were located on the base of the tower and are still functional with reduced output. The remaining communication frequencies were destroyed. This includes intercity channels, all mutual aid interoperable channels, as well as communication with state and federal agencies. Tower two did not house radio communications at the time it was damaged, but needs to be removed because it is a safety hazard. Tower three is the Fire Department "repeater" and was blown off the tower and rendered nonfunctional. This repeater controlled all fire and emergency medical radio traffic. Tower three was repaired as soon as possible on an emergency basis due to its critical need.

Staff filed a claim with the City's insurance carrier, TML Intergovernmental Risk Pool. The City's insurance carrier has reimbursed the City for the damage to the towers due to the spring storms. The total amount received from the insurance carrier for these claims is \$107,497.24. Our current repair price is \$76,578.59 leaving \$30,918.65 for contingency issues. Barring any contingency issues, the remaining amount will be recovered by TML after all repairs are completed.

**Considerations**

- **Operational** – Tower one (the Public Safety communications tower) is required to have communications with mutual aid partners as well as state and federal agencies. This communication tower also provides primary, backup and intercity channels for City of Lancaster Emergency Responders. This tower is critical in the operation of

both the Police and Fire Departments. The removal of tower two (Meadowlark tower) has no operational affect. Tower three (Pleasant Run tower) has been restored to normal operation since it was immediately repaired due to the emergency need to return to service.

- **Legal** - Chapter 252.022 of the Texas Local Government Code exempts this purchase from competitive bidding requirements as:
  1. A procurement necessary to preserve or protect the public health or safety of the municipality's residents; and
  2. A procurement necessary because of the unforeseen damage to public machinery, equipment or property.
- **Financial** – The City has received the following reimbursement from claim number TML/1100176733.

<b>Building Location</b>	<b>Claim Amount</b>	<b>Amount Received</b>	<b>Recoverable Depreciation</b>	<b>Repair Price</b>
PSB Tower	\$111,180.57	\$100,062.51	\$11,118.06	\$64,578.59
Pleasant Run Tower	\$11,929.09	\$7,434.73	\$4,494.36	\$6,000.00
Meadowlark Tower	Included in Line 1	Included in Line 1	Included in Line 1	\$6,000.00
<b>Totals</b>	<b>\$123,109.66</b>	<b>\$107,497.24</b>	<b>\$15,612.42</b>	<b>\$76,578.59</b>

- **Public Information** -There are no public information requirements.

### **Options/Alternatives**

1. Council may approve the resolution.
2. Council may reject the resolution and direct staff.

### **Recommendation**

Staff recommends approval of the resolution authorizing the repair to the radio towers for an amount not to exceed \$76,578.59 and a contingency not to exceed \$30,918.65.

### **Attachments**

- Resolution
- Quotes

Agenda Communication  
January 9, 2012  
Page 3

**Prepared and submitted by:**  
Dawn Berry, Purchasing Agent  
Thomas Griffith, Fire Chief  
Sheree Haynes, Finance Director

**Date:** December 28, 2011

**RESOLUTION NO. 2012-01-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING REPAIRS TO VARIOUS CITY RADIO TOWERS DUE TO SPRING 2011 STORM DAMAGE TO BLAIR COMMUNICATIONS, INC. IN A BASE AMOUNT NOT TO EXCEED \$76,578.59; AND PROVIDING FOR A CONTEGENCY AMOUNT NOT TO EXCEED \$30,918.65; AUTHORIZING THE ISSUANCE OF PURCHASE ORDERS PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council of the City of Lancaster desires to repair and/or remove certain radio towers due to storm damage;

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

**SECTION 1.** The City Council hereby authorizes the repairs to various City radio towers due to spring 2011 storm damage to Blair Communications, Inc. in a base amount not to exceed seventy-six thousand five hundred seventy-eight dollars and fifty-nine cents (\$76,578.59) and authorizes the City Manager to expend contingency funds for these radio towers in an amount not to exceed thirty thousand nine hundred eighteen dollars and sixty-five cents (\$30,918.65) if needed.

**SECTION 2.** The City Manager or designee is hereby authorized to issue appropriate purchase orders in conformity herewith.

**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 invalid for any reason, the remainder shall not be affected thereby, and such remaining portions are hereby declared 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 9<sup>th</sup> day of January 2012.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

**WESLEY WIESE**  
**2011**  
**BLAIR COMMUNICATIONS**  
**6860**  
Wesley,

**DECEMBER 19,**  
**TELEPHONE: 972-880-**

Please find below a turnkey proposal to fabrication and installation the 80 ft. self support tower near Lancaster, Texas.

**THE OVERALL SCOPE OF THE PROJECT IS AS FOLLOWS:**

- Design, Fabricate and Supply one (1) 80 ft. self support tower complete.
- Rio to provide Geotechnical report.
- Mobilize crew to site.
- Off load and inventory all materials.
- Supply & install foundations according to installation drawings.
- Install 80 ft. self support tower at New Site.
- Supply & install safety climb device.
- Supply & install EIA/Motorola R56 standard grounding system.
- Supply & install 2' x 10' Transmission line Bridge. Bridge to be grounded to tower and building grounding.
- Clean up and remove associated debris.

**THE NEW TOWER SPECIFICATIONS ARE AS FOLLOWS:**

- 80' Overall Structure Height
  - 80' Tower Steel + 4' Lightning Rod = 84' To Top of lightning Rod.
- 4' Face Width
- All Solid Members / Hot Dip Galvanized Tower
- 100 MPH Wind zone/ ½" Radial ice with reduction in wind speed. TIA-222-G Standard Design.
- EIA/ Motorola R56 Standard Grounding.
- Climbing ladder- incorporated into the tower face.
- Cable Type Safety Climb System
- Supply and deliver one (1) 2 ft. x 10 ft. transmission line bridge (10 ft. height)

**BLAIR COMMUNICATIONS - 80' SELF SUPPORT TOWER TURNKEY**  
**PROJECT LANCASTER, TX. (CONTINUED):**

**DESIGN CRITERIA:**

**ANDREWS, TEXAS - TOWER:**

- Four (4) BA 1012 Series Omni Antennas and associated 1/2 " heliax at the 80 ft. level.
- Three (3) DB 583- XT Omni Antennas and associated 1/2 " heliax at the 60 ft. level.
- Three (3) DB 583- XT Omni Antennas and associated 1/2 " heliax at the 50 ft. level.

**STIPULATIONS:**

- Normal Soil Conditions and Excavation, Soils Analysis Required. After review of the soils report, if caissons or any form of blasting is required, this will result in changes to the foundation quotation.
- Survey of proposed site required before installation of foundations.
- Site Access by Two-wheel Drive Work Equipment, Vehicles and Full Sized Tractor-trailer Rig
- Site Level within +/- 10' between any two work points

**PROJECT PRICING:**

**AT EUBANKS COMPRESSOR TOWER:**

Geotechnical Soils Report-----	\$ 2,800.00
PE Structural Design- Tower & Foundation-----	\$ 2,000.00
New 80' Self Support Tower-----	\$ 14,950.00
Tower erection of 80' Tower-----	\$ 11,300.00
Tower foundation Installation----- normal soils)	\$ 17,500.00 (Based on
Freight-----	\$ 500.00
Supply & Install one transmission line bridge:-----	\$ 785.00

**TOTAL PROJECT PRICE:**

**\$ 49,835.00**

**OPTIONAL PRICING:**

Supply & install 24" waveguide ladder-----	\$ 1,295.00
Supply & install (3) 3 ft. stand-off mounts----- (\$130.00 each)	\$ 390.00

<b>TERMS:</b>	<b>\$10,000</b>	With Order
	<b>\$10,000</b>	Due Upon Submittal/ Acceptance of Design Package
	<b>\$10,000</b>	Due Upon Completion of Steel Fabrication
	<b>\$10,000</b>	Upon Completion of Tower.
	<b>BALANCE</b>	Upon Completion of Project

**PROJECT LANCASTER, TX. (CONTINUED):**

**NOTES:**

1 – Site Construction will be 4 to 6 weeks from delivery of tower (site must be ready for Rio work by tower delivery date, including: all permitting, FAA and Power (to be completed by others)

2 – Adverse weather conditions may affect installation and costs: Rain during installation will result in additional costs not to exceed \$1,500 per day, or delay of project until suitable weather conditions permit project completion within budget. In the event that more than 2 cumulative days is lost due to inclement weather the customer and the contractor will discuss options to either pay crew expenses or demobilize and remobilize the crew.

3. - Actual Condition of Soils, Site Conditions, and antenna loading will result in changes to the quotation.

- – Ice Bridge to have trapeze clips included in quote.
- - Any additional work will be billed at the rate of \$85 / man / hour plus \$100 / man per diem and cost plus 15% on required materials. Work will be billed at time of approval by customer.

6 - Clean graded and compact access for our equipment.

7.- Bids are based on standard 40 hour work weeks.

8. – This bid valid for 60 days from issuance.

**INSURANCES:**           General Liability  
                                  General Automobile  
                                  Workman’s Compensation

**WARRANTY INFORMATION:**

Rio Steel and Tower, Ltd. offers a 10-year warranty for defects and workmanship on the manufactured components of this tower assuming the following stipulations and conditions. This warranty does not include lamps and guy tension changes due to normal wear. All 3<sup>rd</sup> party manufactured components (i.e.: guy wires, performs, turnbuckles, shackles, etc.) carry a pass through warranty as represented by the original supplier of goods and services.

Rio Steel & Tower, Ltd. offers a 1-year warranty for labor of this tower (to include erection installation) assuming the following stipulations and conditions. All 3<sup>rd</sup> party manufactured components (i.e.: guy wires, performs, turnbuckles, shackles, etc.) carry a pass through warranty as represented by the original supplier of goods and services.

**AUTHORIZED BY:   RIO STEEL & TOWER, LTD.**

\_\_\_\_\_ Date: \_\_\_\_\_  
Vance Hapeman  
Director – Sales and Marketing

**ACCEPTED BY:       BLAIR COMMUNICATIONS**

\_\_\_\_\_ Date: \_\_\_\_\_

*1. By the above authorized signature, customer agrees to pay in accordance with the terms specified. In the event that payment is not received according the specified terms, it is understood by the customer that interest will be charged on any invoice balance*

*remaining unpaid after the specified terms. Interest will be calculated and billed monthly at a minimum rate of 1.5% per month, up to the maximum annual interest rate permitted by Texas state law.*

*2. In the event of a failure by customer to make full and timely payment to Rio Steel & Tower, Ltd. of any amounts invoiced and due under the terms of this agreement, or in the event that it becomes necessary for Rio Steel & Tower, Ltd. to undertake collection efforts with respect to outstanding invoice balances, it is understood and agreed by customer that all costs of collection, including, but not limited to actual attorneys' fees and expenses, and/or mediation or arbitration fees and expenses, shall be awarded to Rio Steel & Tower, Ltd., whether or not suit is filed, and in addition to any other relief to which Rio Steel & Tower, Ltd. may be entitled.*

*3. Rio Steel & Tower, Ltd. or its assigns shall be entitled to recover costs, including, but not limited to attorneys' fees and expenses, and/or mediation or arbitration fees and expenses incurred in the filing, executing, and recording of any judgment, in the event customer fails to comply with all terms of this agreement.*

*4. Customer shall reimburse Rio Steel & Tower, Ltd. For any and all expenses that may be incurred by Rio Steel & tower, Ltd. In the event Rio Steel & Tower, Ltd. is required to take legal action in order t collect the consideration set out herein. This shall include Rio Steel & Tower's attorney's fees that may be incurred in collection the sum set out herein.*

*5. Customer agrees that Rio Steel & Tower may at its option accept payments of principal or interest past due or partial payments or money due without any manner modifying the terms of this contract and that such acceptance shall not be construed as a waiver of any subsequent fault on customer's part.*

*6. Customer agrees that in the event of default in making payments as set out under the contract, Rio Steel & Tower, Ltd. shall have the right and option to declare the entire contract price due upon demand being made by Rio Steel & Tower, Ltd.*

*7. Ina much as Rio Steel & tower, Ltd. carries liability insurance, all claims must be investigated and settled by our insurance company. Therefore, the customer specifically agrees not to withhold sums due Rio Steel & Tower, Ltd. Under this contract by reason of any alleged insurance claims against the customer.*

*8. At all times, until the job is completed, all material, equipment, etc. supplied by Rio Steel & Tower, Ltd. shall be considered the property of Rio Steel & Tower, Ltd. Should customer fail to make any and all scheduled payment, Rio Steel & Tower, Ltd. has the option of reclaiming all material or exercising the above clause # 4.*

# BLAIR COMMUNICATIONS, INC

11407 Goodnight Lane, Dallas, Texas 75229  
 Local: (972) 247-4901 Local Fax: (972) 247-8389  
 Call Toll Free: (800) 641-8906

## Sales Proposal

CUSTOMER INFORMATION	
Acct #:	
Company:	<b>City of LANCASTER</b>
Contact:	<b>Pat Adamcik</b>
Phone #:	<b>214-404-0669</b>
Fax #:	
Address:	<b>1650 N. Dallas Ave.</b>
	<b>Lancaster, Tx. 75134</b>
E-Mail:	
CPO:	

INTERNAL INFORMATION	
Date:	<b>December 15, 2011</b>
PO #:	
WO #:	
Sales Mgr:	
Salesman:	<b>Jeff English</b>
Prod. ETA:	
Delivery:	
Ship to:	
Terms:	

COMMENTS
<b>Installation of Antennas and Coax for new tower.</b>

Qty	Part #	Description			Sales Price	Ext Price
7	BA1012-1	VHF ANT			\$370.36	\$2,592.52
1	DB633C	UHF ANT			\$730.00	\$730.00
1	DB583-Y	800MHZ ANT			\$515.00	\$515.00
1	FRX450	UHF ANT			\$239.47	\$239.47
900	LDF450A	1/2" COAX			\$3.00	\$2,700.00
20	L4TNMP5A	1/2" CONNECTOR HELIAX			\$23.50	\$470.00
20	SII-SI-GK12	GROUNDING STRAP			\$14.13	\$282.60
10	SII-SI-HG12PL	HOISTING GRIPS			\$8.63	\$86.30
10	SS-TB6080	BRACKET SUPPORT			\$41.27	\$412.70
5	DB5007	STAND OFF			\$190.00	\$950.00

**Equipment Total \$ 8,978.59**

Tax Exempt?: Yes

	Tech #	Qty/Hrs	Rate	Totals
Installation				
Labor	3	48	\$85.00	\$4,080.00
Freight	<del>X</del>			
Travel			\$1.55	
Other				

Sub-Total: \$ 13,058.59  
 Sales Tax: \$ -  
**Total: \$ 13,058.59**

# BLAIR COMMUNICATIONS, INC

11407 Goodnight Lane, Dallas, Texas 75229  
 Local: (972) 247-4901 Local Fax: (972) 247-8389  
 Call Toll Free: (800) 641-8906

## Sales Proposal

CUSTOMER INFORMATION	
Acct #:	
Company:	<b>City of Lancaster</b>
Contact:	<b>Pat Adamcik</b>
Phone #:	<b>214-404-0669</b>
Fax #:	
Address:	<b>1650 N. Dallas Ave.</b>
	<b>Lancaster, TX 75134</b>
E-Mail:	
CPO:	

INTERNAL INFORMATION	
Date:	<b>December 5, 2011</b>
PO #:	
WO #:	
Sales Mgr:	
Salesman:	<b>Jeff English</b>
Prod. ETA:	
Delivery:	
Ship to:	
Terms:	

COMMENTS
<b>Take down and removal of tower, Concrete pad stays in place. This the tower you are using now.</b>

Qty	Part #	Description	List Price	List Cost	Sales Price	Ext Price
1		crane rental	\$850.00	\$850.00	\$1,200.00	\$1,200.00
8	labor	2 techs for 8 hours	\$250.00	\$2,000.00	\$250.00	\$2,000.00
8	labor	1 tech for 8 hours	\$95.00	\$760.00	\$75.00	\$600.00
1		removal and disposal fee	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00

**Equipment Total \$ 6,000.00**

				Tax Exempt?: <u>Yes</u>
	Tech #	Qty/Hrs	Rate	Totals
Installation				
Labor				
Freight	<del>X</del>			
Travel			\$1.55	
Other				
				Sub-Total: \$ 6,000.00
				Sales Tax: \$ -
				<b>Total: \$ 6,000.00</b>

# BLAIR COMMUNICATIONS, INC

11407 Goodnight Lane, Dallas, Texas 75229  
 Local: (972) 247-4901 Local Fax: (972) 247-8389  
 Call Toll Free: (800) 641-8906

## Sales Proposal

CUSTOMER INFORMATION	
Acct #:	
Company:	<b>City of Lancaster</b>
Contact:	<b>Pat Adamcik</b>
Phone #:	<b>214-404-0669</b>
Fax #:	
Address:	<b>Meadowlark Lane</b>
	<b>Lancaster, TX 75146</b>
E-Mail:	
CPO:	

INTERNAL INFORMATION	
Date:	<b>December 5, 2011</b>
PO #:	
WO #:	
Sales Mgr:	
Salesman:	<b>Jeff English</b>
Prod. ETA:	
Delivery:	
Ship to:	
Terms:	

COMMENTS
<b>Take down and removal of tower, Concrete pad stays in place.</b>

Qty	Part #	Description	List Price	List Cost	Sales Price	Ext Price
1		crane rental	\$850.00	\$850.00	\$1,200.00	\$1,200.00
8	labor	2 techs for 8 hours	\$250.00	\$2,000.00	\$250.00	\$2,000.00
8	labor	1 tech for 8 hours	\$95.00	\$760.00	\$75.00	\$600.00
1		removal and disposal fee	\$2,200.00	\$2,200.00	\$2,200.00	\$2,200.00

**Equipment Total \$ 6,000.00**

				Tax Exempt?: <u>Yes</u>
	<b>Tech #</b>	<b>Qty/Hrs</b>	<b>Rate</b>	<b>Totals</b>
<b>Installation</b>				
<b>Labor</b>				
<b>Freight</b>	<del>X</del>			
<b>Travel</b>			\$1.55	
<b>Other</b>				
				Sub-Total: \$ 6,000.00
				Sales Tax: \$ -
				<b>Total: \$ 6,000.00</b>

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 9, 2012

**5**

AG12-005

**Consider a resolution authorizing the award of bid 2012-02 for water meters to Texas Water Products.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Financially Sound City Government  
Sound Infrastructure**

**Background**

The water meters to be purchased from this contract are called Master Meters and will be used by the Meter Reading Department for daily maintenance to the City's infrastructure. These water meters are compatible to the radio frequency we are currently using with our automated meter reading process from a laptop.

Bids were issued as a "shopping list" of items and based on prior year usage. Vendors are aware that quantities may increase or decrease based on usage during required maintenance and repairs.

**Considerations**

- **Operational** - Awarding this bid will allow staff to order required items as needed from the vendor without obtaining quotes for each order. As a result, productivity and efficiency will increase.
- **Legal** - This bid was processed in accordance with all local and state purchasing statutes. Two bids were received and neither of the vendors are certified M/WBE. The contract is for one year with two one-year renewal options, and should be awarded by unit price. The total amount of the award is estimated and the actual expenditures may be more or less depending on actual needs. The price per unit will not change.
- **Financial** - Funding for this project has been approved in the current year's budget. Expenditures will not exceed funds appropriated. Funds will be committed at the time of invoice payment.
- **Public Information** - Bids were posted on the City's electronic procurement system and on the State of Texas website.

**Options/Alternatives**

1. Council may award the bid.
2. Council may reject the use of the contracted services and direct staff.

**Recommendation**

Staff recommends award of the bid to Texas Water Products for an amount not to exceed the budgeted total of \$16,600.

**Attachments**

- Resolution
- Exhibit A
- Tab Sheet

**Prepared and submitted by:**  
Dawn Berry, Purchasing Agent  
Sheree Haynes, Finance Director

**Date:** December 29, 2011

**RESOLUTION NO. 2012-01-04**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE AWARD OF BID #2012-02 FOR WATER METERS TO TEXAS WATER PRODUCTS; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City Council of the City of Lancaster desires to purchase water meters for repairs and maintenance of the City's infrastructure.

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

**SECTION 1.** The City Council hereby authorizes the award of a unit price bid 2012-02 for water meters from Texas Water Products which is attached hereto and incorporated herein by reference as Exhibit "A".

**SECTION 2.** The City Manager or designee is authorized to issue appropriate purchase orders in conformity herewith.

**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 9<sup>th</sup> day of January 2012.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

## Line Items

#	Qty	UOM	Description	Response
1	10	ea	3/4 BL USG 3GDS PL - SG - 3/4" Master Meter 3-G	\$180.60
			Manufacturer: Master Meter      Manufacturer #: BL06-1TD-AAA-2	
			Item Notes:	
			Supplier Notes:	
2	1	ea	5/8 BL USG 3GDS PL - SG - 1" Master Meter 3-G	\$162.65
			Manufacturer: Master Meter      Manufacturer #: BL05-1TD-AAA-2	
			Item Notes:	
			Supplier Notes:	
3	1	ea	1 BL USG 3GDS PL - SG - 1 1/2" Master Meter 3-G	\$219.60
			Manufacturer: Master Meter      Manufacturer #: BL09-1TD-AAA-2	
			Item Notes:	
			Supplier Notes:	
4	1	ea	1.5 FLG USG 3G DS W/PL MJ - 2" Master Meter Turbine Meter W/ Strainer and 3G Clip on Transmitter	\$755.15
			Manufacturer: Master Meter      Manufacturer #: MJ11-1MD-AAA-2	
			Item Notes:	
			Supplier Notes:	
5	1	ea	MMT 2 USG 3G INT PL W/STR - 2" Master Meter Compound Meter W/ Strainer and 3G Clip on Transmitter	\$1,490.75
			Manufacturer: Master Meter      Manufacturer #: TM13-13D-AJG-2	
			Item Notes:	
			Supplier Notes:	
6	1	ea	2 DBC USG 3G INT PL STR BL BY - 3" Master Meter Turbine Meter W/ Strainer and 3G Clip on Transmitter	\$1,081.40
			Manufacturer: Master Meter      Manufacturer #: DC13-13D-AJB-2	
			Item Notes:	
			Supplier Notes:	

7	1	ea	MMT 3 USG 3G INT PL W/STR - and 3G Clip on Transmitter	3" Master Meter Compound Meter W/ Strainer	\$1,999.85
Manufacturer: Master Meter      Manufacturer #: TM14-13D-AJA-2					
Item Notes:					
Supplier Notes:					
8	1	ea	3 DBC USG 3G INT PL STR BL BY - and 3G Clip on Transmitter	4" Master Meter Turbine Meter W/ Strainer	\$1,525.85
Manufacturer: Master Meter      Manufacturer #: DC14-13D-AJB-2					
Item Notes:					
Supplier Notes:					
9	1	ea	MMT 4 USG 3G INT PL W/STR - and 3G Clip on Transmitter	4" Master Meter Compound Meter W/ Strainer	\$2,643.70
Manufacturer: Master Meter      Manufacturer #: TM15-13D-AJA-2					
Item Notes:					
Supplier Notes:					
10	1	ea	4 DBC USG 3G INT PL STR BL BY - and 3G Clip on Transmitter	6" Master Meter Turbine Meter W/ Strainer	\$2,575.10
Manufacturer: Master Meter      Manufacturer #: DC15-13D-AJB-2					
Item Notes:					
Supplier Notes:					
11	1	ea	MMT 6 USG 3G INT PL W/STR - and 3G Clip on Transmitter	6" Master Meter Compound Meter W/ Strainer	\$4,379.50
Manufacturer: Master Meter      Manufacturer #: TM16-13D-AJA-2					
Item Notes:					
Supplier Notes:					
12	1	ea	6 DBC USG 3G INT PL STR BL BY - and 3G Clip on Transmitter	8" Master Meter Turbine Meter W/ Strainer	\$3,447.05
Manufacturer: Master Meter      Manufacturer #: DC16-13D-AJA-2					
Item Notes:					
Supplier Notes:					

13	1	ea	MMT 8 USG 3G INT PL W/STR - and 3G Clip on Transmitter	8" Master Meter Compound Meter W/ Strainer	No Bid
Manufacturer: Master Meter      Manufacturer #: TM17-13D-AJA-2					
Item Notes:					
Supplier Notes: No Available from Master Meter					
14	1	ea	FSC 8 USG 3G INT ODOMETER PL -	8x2 FM w-radio read register	\$9,245.00
Manufacturer: Master Meter      Manufacturer #: FC17-13D-AAA-2					
Item Notes:					
Supplier Notes:					
15	25	ea	REG BL 5/8 USG 3G DS IR SG -	5/8"x 3/4" 3-G Register	\$127.75
Manufacturer: Master Meter      Manufacturer #: 199 050 19					
Item Notes:					
Supplier Notes:					
16	100	ea	REG 3/4 USG 3G DS BL IR SG -	3/4"x 3/4" 3-G Register	\$149.20
Manufacturer: Master Meter      Manufacturer #: 199 050 96					
Item Notes:					
Supplier Notes:					
Response Total:					\$49,445.35

Specification Responses

Line	Description	Mfgr	MfgNo	UOM	QTY	Unit	Britton Meter Supply, Inc.		Texas Water Products, Inc	
							Extended	Unit	Extended	Unit
1	3/4 BL USG 3GDS PL - SG - 3/4" Master Meter 3-G	MM	BL06-1TD-AAA-2	ea	10	\$180.60	\$1,806.00	\$180.60	\$1,806.00	
2	5/8 BL USG 3GDS PL - SG - 5/8" Master Meter 3-G	MM	BL05-1TD-AAA-2	ea	1	\$162.66	\$162.66	\$162.65	\$162.65	
3	1 BL USG 3GDS PL - SG - 1" Master Meter 3-G	MM	BL09-1TD-AAA-2	ea	1	\$219.67	\$219.67	\$219.60	\$219.60	
4	FLG USG 3G DS W/PL MJ - 2" Master Meter Turbine Meter W/ Strainer and 3G Clip on Transmitter	MM	TM13-13D-AJG-2	ea	1	\$771.92	\$771.92	\$755.15	\$755.15	
5	MMT 2 USG 3G INT PL W/STR - 2" Master Meter Compound Meter W/ Strainer and 3G Clip on Transmitter	MM	MJ11-1MD-AAA-2	ea	1	\$1,523.87	\$1,523.87	\$1,490.75	\$1,490.75	
6	2 DBC USG 3G INT PL STR BL BY - 3" Master Meter Turbine Meter W/ Strainer and 3G Clip on Transmitter	MM	TM14-13D-AJA-2	ea	1	\$1,105.40	\$1,105.40	\$1,081.40	\$1,081.40	
7	MMT 3 USG 3G INT PL W/STR - 3" Master Meter Compound Meter W/ Strainer and 3G Clip on Transmitter	MM	DC13-13D-AJB-2	ea	1	\$2,044.27	\$2,044.27	\$1,999.85	\$1,999.85	
8	3 DBC USG 3G INT PL STR BL BY - 4" Master Meter Turbine Meter W/ Strainer and 3G Clip on Transmitter	MM	TM15-13D-AJA-2	ea	1	\$1,559.72	\$1,559.72	\$1,525.85	\$1,525.85	
9	MMT 4 USG 3G INT PL W/STR - 4" Master Meter Compound Meter W/ Strainer and 3G Clip on Transmitter	MM	DC14-13D-AJB-2	ea	1	\$2,702.42	\$2,702.42	\$2,643.70	\$2,643.70	
10	4 DBC USG 3G INT PL STR BL BY - 6" Master Meter Turbine Meter W/ Strainer and 3G Clip on Transmitter	MM	TM16-13D-AJA-2	ea	1	\$2,633.31	\$2,633.31	\$2,575.10	\$2,575.10	
11	MMT 6 USG 3G INT PL W/STR - 6" Master Meter Compound Meter W/ Strainer and 3G Clip on Transmitter	MM	DC15-13D-AJB-2	ea	1	\$4,476.92	\$4,476.92	\$4,379.50	\$4,379.50	
12	6 DBC USG 3G INT PL STR BL BY - 8" Master Meter Turbine Meter W/ Strainer and 3G Clip on Transmitter	MM	TM17-13D-AJA-2	ea	1	\$3,523.64	\$3,523.64	\$3,447.05	\$3,447.05	
13	MMT 8 USG 3G INT PL W/STR - 8" Master Meter Compound Meter W/ Strainer and 3G Clip on Transmitter	MM	DC16-13D-AJA-2	ea	1					
14	FSC 8 USG 3G INT ODOMETER PL - 8x2 FM w-radio read register	MM	FC17-13D-AAA-2	ea	1	\$9,449.21	\$9,449.21	\$9,245.00	\$9,245.00	
15	REG BL 5/8 USG 3G DS IR SG - 5/8"x 3/4" 3-G Register	MM	199 050 19	ea	25	\$127.78	\$3,194.50	\$127.75	\$3,193.75	
16	REG 3/4 USG 3G DS BL IR SG - 3/4"x 3/4" 3-G Register	MM	199 050 96	ea	100			\$149.20	\$14,920.00	
					Total	\$30,481.39	\$35,173.51	\$29,983.15	\$49,445.35	

Morrison Supply - No Bid All Items

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 9, 2012

**6**

AG12-006

**Consider a resolution authorizing the award of bid 2012-05 for water and sewer parts to MSC Waterworks.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Financially Sound City Government  
Sound Infrastructure**

**Background**

The water and sewer materials to be purchased from this contract will be used by the Water and Waste Water Department and Utility Billing for daily maintenance and repairs to the City's water and wastewater infrastructure.

Bids were issued as a "shopping list" of items and based on prior year usage. Vendors are aware that quantities may increase or decrease based on usage during required maintenance and repairs.

**Considerations**

- **Operational** – The award of the annual bid will streamline and enhance purchases by reducing man hours required in obtaining quotes and delays for purchases as needed. The annual bid also promotes competitive pricing for repair materials in an effort to be good stewards of tax payer dollars.
- **Legal** - This bid was processed in accordance with all local and state purchasing statutes. Three bids were received and none of the vendors are certified M/WBE. The contract is for one year and should be awarded by unit price. The total amount of the award is estimated and the actual expenditures may be more or less depending on actual needs. The price per unit will not change.
- **Financial** - Funding for this project has been approved in the current year's budget. Expenditures will not exceed funds appropriated. Funds will be committed at the time of invoice payment.
- **Public Information** - Bids were advertised in the Focus Daily News on September 27 and October 4, 2011. Bids were posted on the City's electronic procurement system and on the State of Texas Website and bids were opened on December 21, 2011.

**Options/Alternatives**

1. Council may award the bid.
2. Council may reject the use of the contracted services and direct staff.

**Recommendation**

Staff recommends awarding the bid to MSC Waterworks for an amount not to exceed the budgeted total of \$100,100.00.

**Attachments**

- Resolution
- Exhibit A
- Tab Sheet

**Prepared and submitted by:**  
Dawn Berry, Purchasing Agent  
Clovia English, Director, Public Works  
Sheree Haynes, Director, Finance

**Date:** December 29, 2011

**RESOLUTION NO. 2012-01-05**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE AWARD OF BID #2012-05 FOR WATER AND SEWER PARTS TO MSC WATERWORKS; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** The City Council of the City of Lancaster desires to purchase water and sewer parts for repairs and maintenance of the City's infrastructure.

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

**SECTION 1.** The City Council hereby authorizes the award of a unit price bid 2012-05 for water and sewer parts from MSC Waterworks which is attached hereto and incorporated herein by reference as Exhibit "A".

**SECTION 2.** The City Manager or designee is authorized to issue appropriate purchase orders in conformity herewith.

**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 9<sup>th</sup> day of January 2012.

**ATTEST:**

**APPROVED:**

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Dolle K. Downe, City Secretary

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Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

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Robert E. Hager, City Attorney

## Line Items

#	Qty	UOM	Description	Response
1	1	EA	WATER REPAIR PARTS	\$4,343.35

Item Notes:

Supplier Notes: Sigma/star

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	3	Ea	6" Mega-lugs with Accessories- CI	22.60

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

1.2	1	Ea	8" Mega-lugs with Accessories - CI	31.65
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Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

1.3	1	Ea	12" Mega-lugs with Accessories - CI	61.60
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Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

1.4	28	Ea	6" Mega-lugs with Accessories- PVC	27.00
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Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

1.5	1	Ea	8" Mega-lugs with Accessories - PVC	36.90
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Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.6	1	Ea	12" Mega-lugs with Accessories - PVC	67.60
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.7	1	Ea	6" MJ Gland Pack / C-900	14.10
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.8	1	Ea	8" MJ Gland Pack / C-900	16.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.9	1	Ea	12" MJ Gland Pack / C-900	24.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.10	4	Ea	6" Stainless Steel Flange Bolt, Nut, Gasket Set	48.50
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.11	1	Ea	8" Stainless Steel Flange Bolt, Nut, Gasket Set	50.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.12	1	Ea	12" Stainless Steel Flange Bolt, Nut, Gasket Set	130.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.13	6	Ea	6" x 12" Solid Sleeve with Accessories	73.20
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.14	1	Ea	8" x 12" Solid Sleeve with Accessories	105.50
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.15	1	Ea	12" x 12" Solid Sleeve with Accessories	166.65
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.16	1	Ea	6" MJ Solid Caps with Accessories	34.20
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.17	1	Ea	8" MJ Solid Caps with Accessories	48.65
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.18	1	Ea	12" MJ Solid Caps with Accessories	86.20
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.19	1	Ea	6" X 6" MJ Tee with Accessories	115.10
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.20	1	Ea	8" X 8" MJ Tee with Accessories	156.50
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.21	1	Ea	12" X 8" MJ Tee with Accessories	212.60
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.22	2	Ea	6" MJ x FLG Tee with Accessories	111.25
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.23	1	Ea	8" MJ x FLG Tee with Accessories	160.40
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.24	1	Ea	12" MJ x FLG Tee with Accessories	354.50
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.25	2	Ea	6 " DI compact 45 degree bends with Accessories	68.85
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.26	1	Ea	8" DI compact 45 degree bends with Accessories	91.00
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.27	1	Ea	12" DI compact 45 degree bends with Accessories	176.75
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.28	1	Ea	6 " DI compact 90 degree bends with Accessories	78.00
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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1.29	1	Ea	8" DI compact 90 degree bends with Accessories	105.00
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

1.30 1 Ea 12" DI compact 90 degree bends with Accessories 203.25

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

2 1 EA SEWER REPAIR PARTS \$8,077.64

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
2.1	50	Ea	3" Plastic Threaded Cleanout Plug	1.50

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

2.2 200 Ea 3 PVC SCH40 SXF ADAPTER 1.90

Manufacturer: Manufacturer #: P40SFAM

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

2.3 200 Ea 4" Plastic Cleanout Adapter FIP X Glue SDR-35) 2.40

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

2.4 500 Ea 4 PVC SCH40 SXF ADAPTER 3.12

Manufacturer: Manufacturer #: P403FAP

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

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2.5	500	Ea	4" Plastic Threaded Cleanout Plug	2.20
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Manufacturer:      Manufacturer #: PSSTPP

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.6	1	Ea	4" Bass and Hays 404 Ductile Iron Cleanout	72.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.7	t	Ea	4" Bass and Hays 404 Plastic Cleanout	16.50
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.8	1	Ea	4" SDR 26 B X B 90	17.15
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.9	1	Ea	4" SDR 26 B X B 45	9.65
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.10	1	Ea	4" Female Adapter SDR 26	2.40
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.11	1	Ea	4" SDR 26 Tee Wyes BXBXB	26.50
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.12	1	Ea	4" SDR 26 THD Plug	1.50
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.13	1	Ea	6" SDR 26 B X B 45	17.70
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.14	1	Ea	6" X 6" SDR 26 Tee	31.25
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.15	1	Ea	6" X 4" SDR 26 Tee	28.25
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.16	1	Ea	6" X 4" SDR 26 TY	31.10
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.17	1	Ea	4" DFW Tapping Saddle w- Stainless Steel Bands	31.65
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.18	1	Ea	8" SDR 26 B X S 45	42.75
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.19	1	Ea	8" SDR 26 B X B 45	42.70
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.20	1	Ea	8" X 8" SDR 26 Tee	64.84
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.21	1	Ea	8" X 6" SDR 26 Tee	43.80
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.22	1	Ea	8" X 4" SDR 26 Tee	39.30
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.23	1	Ea	8" X 4" SDR 26 TY	41.50
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.24	1	Ea	12" X 6" SDR 26 Tee	131.50
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.25	1	Ea	12" X 4" SDR 26 Tee	125.55
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.26	t	Ea	12" X 4" SDR 26 T-WYE	149.90
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.27	1	Ea	Lids for #339 Clean Out	22.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.28	1	Ea	#339 Clean Out Boot	169.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.29	1	Ea	4" PVC-PVC Adapter- Non Shear	16.35
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.30	1	Ea	4" PVC-Clay Adapter- Non Shear	23.95
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.31	1	Ea	6" PVC-Clay Adapter -Non Shear	40.60
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.32	1	Ea	6" PVC-PVC Adapter- Non Shear	31.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.33	1	Ea	8" PVC-PVC Adapter- Non Shear	46.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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2.34	1	Ea	8" PVC-CLAY Adapter- Non Shear	46.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

2.35 1 Ea 2 Concrete riser rings 20.25

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

2.36 10 Ea 24" PAMREX Hinged Manhole Ring and Lid W/ Gasket 310.00

Manufacturer: Manufacturer #: JCDPA60EHC1026C

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

3 1 EA REPAIR CLAMPS - STAINLESS STEEL \$15,641.25

Item Notes:

Supplier Notes: Ford Clamps

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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3.1	1	Ea	2" X 12½" SS Repair Clamp - Mueller 550 Series / C-900	42.50
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Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

3.2	t	Ea	4" X 12½ SS Repair Clamp - Mueller 550 Series / C-900	60.35
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Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

3.3	200	Ea	6" X 12½ SS Repair Clamp - Mueller 550 Series / C-900	72.60
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Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

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3.4	1	Ea	6" X 15 SS Repair Clamp - Mueller 550 Series / C-900	88.50
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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3.5	5	Ea	8" X 12½ SS Repair Clamp - Mueller 550 Series / C-900	76.60
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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3.6	1	Ea	8" X 15 SS Repair Clamp - Mueller 550 Series / C-900	87.55
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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3.7	1	Ea	12" X 12½ SS Repair Clamp - Mueller 550 Series / C-900	112.85
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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3.8	1	Ea	12" X 15 SS Repair Clamp - Mueller 550 Series / C-900	127.55
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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3.9	1	Ea	16" X 15 SS Repair Clamp - Mueller 550 Series / C-900	218.95
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

4 1 EA TAPPING SADDLES \$2,994.15

Manufacturer: FORD OR MUELLER

Item Notes: DOUBLE STRAP ALL BRONZE

Supplier Notes: Ford

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
4.1	23	Ea	6 X ¾ Tapping Saddle CC – Mueller BR2B	68.30

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

4.2	2	Ea	6 X 1" Tapping Saddle CC – Mueller BR2B	68.30
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Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

4.3	1	Ea	8 X ¾ Tapping Saddle CC – Mueller BR2B	84.55
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Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

4.4	1	Ea	8 X 1 Tapping Saddle CC – Mueller BR2B	84.55
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Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

4.5	1	Ea	6 X 2 Tapping Saddle CC – Mueller BR2B	85.85
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Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

4.6 1 Ea 8 X 2 Tapping Saddle CC – Mueller BR2B 96.90

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

4.7 1 Ea 12 X 2" Tapping Saddle CC – Mueller BR2B 140.80

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

4.8 1 Ea 6 X 6" All Stainless Tap Sleeve Mueller H-304-SS 382.00

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

4.9 1 Ea 8 X 6" All Stainless Tap Sleeve Mueller H-304-SS 412.00

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

5 1 EA GATE VALVES & FIRE HYDRANTS \$10,202.00

Manufacturer: CLOW OR MUELLER

Item Notes:

Supplier Notes: Kennedy hydrant

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
5.1	1	Ea	6" Tap Valve - Mueller T-2360-16	434.00

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

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5.2	1	Ea	8" Tap Valve - Mueller T-2360-16	678.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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5.3	1	Ea	12" Tap Valve - Mueller T-2360-16	1,302.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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5.4	1	Ea	6 MJ x MJ Gate Valve Mueller / 2360 Series with accessories	434.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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5.5	1	Ea	8 MJ x MJ Gate Valve Mueller / 2360 Series with accessories	691.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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5.6	1	Ea	12" MJ X MJ Gate Valve Mueller / 2360 Series with accessories	1,302.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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5.7	1	Ea	4.5' Bury Cent. Fire Hydrant	1,500.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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5.8 1 Ea 5' Bury Cent. Fire Hydrant 1,535.00

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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5.9 1 Ea Short Valve Box w/Lid # 340-1 30.00

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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5.10 1 Ea Sampling Station =Kupferle Eclipse – 88 all bronze piping 588.00

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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5.11 1 Ea Gradelok Fire Hydrant Riser- Assured Flow 136.00

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier 6x6 136.00  
Notes: 6x12 255.00  
6x24 325.00

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5.12 1 Ea Kupferle Automatic Flusher 1,466.00

Manufacturer: Manufacturer #: K9700RED

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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5.13 1 Ea Mueller Traffic Repair Kit w/ Safety Flange 106.00

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

6 1 EA Miscellaneous Items \$1,170.00

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
6.1	6	Ea	Smoke Testing Smoke Bombs	145.00

Manufacturer: Manufacturer #: SB3

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: sold in case 12 per case

6.2 900 Ea marking flags, blue 0.10

Manufacturer: Manufacturer #: FLAGB

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: 1000 per box

6.3 24 Ea Spray Paint, Inverted sprayer, Blue 3.50

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: 12 per case

6.4 24 Ea Spray Paint, Inverted sprayer, Fluorescent Green 3.50

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

6.5 12 Ea Spray Paint, Inverted sprayer, White 3.50

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:

7 1 EA BRASS COMPRESSION FITTINGS \$4,622.73

Manufacturer: FORD OR MUELLER

Item Notes:

Supplier Notes: Ford

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
7.1	1	Ea	¾ Mueller H-15403 / 3-Piece Compression Union-CTS	9.40

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: C44-33Q

7.2	1	Ea	¾ FIPT x Comp / Mueller H-15451 Coupling	8.10
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Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: C14-33Q

7.3	1	Ea	¾" MIPT x Comp / Mueller H-15458 Coupling	7.70
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Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: C84-33Q

7.4	1	Ea	1" Mueller H-15403 / 3-Piece Compression Union-CTS	10.75
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Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: C44-44Q

7.5	1	Ea	1" FIPT x Comp / Mueller H-15451 Coupling	11.10
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Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: C14-44Q

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7.6	1	Ea	1" MIPT x Comp / Mueller H-15458 Coupling	9.15
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:      C84-44Q

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7.7	1	Ea	1 ½" MIPT x Comp / Mueller H-15458 Coupling	22.95
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:      C84-66Q

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7.8	1	Ea	1 ½" FIPT x Comp / Mueller H-15451 Coupling	29.30
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:      C14-66Q

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7.9	1	Ea	1 ½" Mueller H-15403 / 3-Piece Compression Union-CTS	38.95
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:      C44-66Q

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7.10	1	Ea	2" PVC x PVC / Mueller H-15404 Coupling	94.40
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:      C77-77

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7.11	1	Ea	2" FIPT x Comp / Mueller H-15451 Coupling	94.90
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes:      C84-77Q

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7.12 1 Ea 2" MIPT x Comp / Mueller H-15458 Coupling 33.40

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: C84-77Q

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7.13 1 Ea 2" Mueller H-15403 / 3-Piece Compression Union-CTS 44.50

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: C44-77Q

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7.14 1 Ea ¾ Meter Coupling H-10891 5.00

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: C38-23-2.5

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7.15 50 Ea 3/4" Corporation Stop / Mueller B-25008 24.95

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: FB10003Q

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7.16 1 Ea ¾ Ball Valve – Mueller 110 X FIP / B-20283-3 20.60

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: B41-233WQ

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7.17 1 Ea ¾ Angle Stop – B-24265-3 FIP X MSN 20.20

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: BA13-232WR

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7.18	20	Ea	¾ Angle Stop / Mueller 110 / B-24258-3	23.60
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      BA43-232WRQ  
Notes:

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7.19	36	Ea	1" Corporation Stop / Mueller B-25008	32.80
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      FB10004Q  
Notes:

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7.20	1	Ea	1 Angle Stop / Mueller 110 / B-24258-3	47.23
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      BA43-344WRQ  
Notes:

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7.21	1	Ea	1 Ball Valve – Mueller 110 X FIP / B-20283-3	37.35
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      B41-344WRQ  
Notes:

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7.22	1	Ea	1 ½" Ball Valve – Mueller 110 X FIP / B-20283-3	93.45
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      B41-666WRQ  
Notes:

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7.23	1	Ea	1 ½" Corporation Stop / Mueller B-25008	67.25
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      FB10006Q  
Notes:

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7.24	1	Ea	1 ½" Angle Stop / Mueller B-24276	123.85
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      BFA43-666WQ  
Notes:

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7.25	1	Ea	1 ½" - Mueller 110 X Flange B-24335-3	86.60
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      BF43-666WRQ  
Notes:

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7.26	1	Ea	2" Corporation Stop / Mueller B-25008	111.20
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      FB10007Q  
Notes:

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7.27	t	Ea	2" Ball Valve - Mueller 110 X FIP / B-20283-3	129.30
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      B41-777WRQ  
Notes:

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7.28	1	Ea	2" Angle Stop / Mueller B-24276	157.25
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      BFA43-777WQ  
Notes:

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7.29	1	Ea	2" Straight Stop- Mueller 110 X Flange B-24335-3	129.30
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      B41-777WRQ  
Notes:

7.30 1 Ea ¾" Ball Valve - Mueller 110 X FIP / B-25172-3 21.25

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: B41-233WRQ

7.31 1 Ea 1" Ball Valve - Mueller 110 X FIP / B-25172-3 37.40

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: B41-344WRQ

7.32 1 Ea 1 ½ " Ball Valve - Mueller 110 / B-25172-3 92.40

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: B41-666WRQ

7.33 1 Ea 2" Ball Valve - Mueller 110 / B-25172-3 128.20

Manufacturer: Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier Notes: B41-777WRQ

8 1 EA METER ACCESSORIES \$36,343.03

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
8.1	7	Ea	Meter Box – PGMB -18 x 15 - for ¾" meters Plastic Galvanized Meter Box - United Plastic Ultra Ribbed Body with a Bass & Hays or Sigma, round cast iron ring & lid	63.00

Manufacturer: Manufacturer #: 1815URMB

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes

Supplier Notes:

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8.2	1	Ea	Meter Box – PGMB -24 x 18 - for 1" meters Plastic Ultra Ribbed Body with a Bass & Hays or Sigma, round cast iron ring & lid	Plastic Galvanized Meter Box - United	154.00
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Manufacturer:      Manufacturer #: D2418PLCIR

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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8.3	1	Ea	Meter Box – PGMB -36 - for 1 ½" - 2" meters United Plastic Ultra Ribbed Body with a Bass & Hays or Sigma, round cast iron ring & lid	Plastic Galvanized Meter Box -	313.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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8.4	1	Ea	Meter Vault 3"-6" Park Equipment	10,100.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      3" meter vault \$10,100.00  
Notes:        4" meter vault \$11,869.00  
                  6" meter vault \$17,420.00

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8.5	1	Ea	Meter Vault 8"-12" Park Equipment	25,080.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      8" meter vault \$25,080.00 largest made  
Notes:

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8.6	1	Ea	1" x 3/4" meter adapter Mueller H-10889	9.80
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      A34 SOLD IN PAIRS  
Notes:

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8.7	1	Ea	¾ X 2½ Meter Coupling Mueller H-10891	5.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      C38-23-2.5  
Notes:

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8.8	1	Ea	¾" Thick Rubber Meter Gaskets	0.10
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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8.9	1	Ea	1 X 2½ Meter Coupling	7.70
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier      C38-44-2.625  
Notes:

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8.10	1	Ea	1" Thick Rubber Meter Gaskets	0.18
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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8.11	1	Ea	1 ½" Brass Meter Flange Kit with Accessories	80.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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8.12	1	Ea	1 ½ " Drop-In Gasket	0.90
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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8.13	1	Ea	2 Brass Meter Flange Kit with Accessories	88.00
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Manufacturer:      Manufacturer #:

Item Notes:    Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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8.14	1	Ea	2" Drop-In Gasket	1.00
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Manufacturer:      Manufacturer #:

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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8.15	4	Ea	Security Tool for Bolt	No Bid
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Manufacturer: McMaster-Carr      Manufacturer #: 94062A119

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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8.16	30	pkgs	Truss-Head Drilled Spanner Machine Screw, 5/pkg.	No Bid
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Manufacturer: McMaster-Carr      Manufacturer #: 94135A636

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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8.17	1	Pallet	12" Red Security Lid, 144 / pallet	34.95
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Manufacturer: McMaster-Carr      Manufacturer #: DFW18AMR-7SA-LID

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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8.18	1	Pallet	12" Black Security Lid, 144 / pallet	27.40
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Manufacturer: McMaster-Carr      Manufacturer #: DFW18AMR-1SA-LID

Item Notes: Please list the Manufacturer and Manufacturer part number in the Supplier Notes.

Supplier  
Notes:

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	Response Total:	\$83,394.15
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**Bld Request Number**

2012-05 Addendum 1

**Title**

Water &amp; Sewer Parts

**Issue Date**

9/26/2011 12:10:34 PM Central

**Close Date**

10/21/2011 3:00:00 PM Central

Responding Suppliers

<b>Name</b>	<b>City</b>	<b>State</b>	<b>Response Submitted</b>	<b>Lines Responded</b>	<b>Response Total</b>
Municipal Water Works Supply	Owasso	OK	10/21/2011 9:00:00 AM CST	138	\$50,992.79
MSC Waterworks	Atlanta	GA	10/20/2011 11:14:46 AM CST	151	\$83,394.15
Morrison Supply Company, LP	Waxahachie	TX	10/20/2011 12:50:50 PM CST	151	\$109,762.43

## Municipal Water Works

Category 5 - Incomplete

Category 8 - Incomplete

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 9, 2012

**7**

AG12-007

**Consider a resolution authorizing the award of bid 2012-06 for water and sewer pipe to MSC Waterworks.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Financially Sound City Government  
Sound Infrastructure**

**Background**

The water and sewer pipe to be purchased from this contract will be used by the Water and Waste Water Department for daily maintenance and repairs to the City's water and wastewater infrastructure.

Bids were issued as a "shopping list" of items and based on prior year usage. Vendors are aware that quantities may increase or decrease based on usage during required maintenance and repairs.

**Considerations**

- **Operational** – The award of the annual bid will streamline and enhance purchases by reducing man hours required in obtaining quotes and delays for purchases as needed. The annual bid also promotes competitive pricing for repair materials in an effort to be good stewards of tax payer dollars.
- **Legal** - This bid was processed in accordance with all local and state purchasing statutes. Two bids were received and neither of the vendors are certified M/WBE. The contract is for one year and should be awarded by unit price. The total amount of the award is estimated and the actual expenditures may be more or less depending on actual needs. The price per unit will not change.
- **Financial** - Funding for this project has been approved in the current year's budget. Expenditures will not exceed funds appropriated. Funds will be committed at the time of invoice payment.
- **Public Information** - Bids were advertised in the Focus Daily News on September 27 and October 4, 2011. Bids were posted on the City's electronic procurement system and on the State of Texas Website. Bids were opened on December 21, 2012.

**Options/Alternatives**

1. Council may award the bid.
2. Council may reject the use of the contracted services and direct staff.

**Recommendation**

Staff recommends awarding the bid to MSC Waterworks for an amount not to exceed the budgeted total of \$81,000.

**Attachments**

- Resolution
- Exhibit A
- Tab Sheet

**Prepared and submitted by:**  
Dawn Berry, Purchasing Agent  
Clovia English, Director, Public Works  
Sheree Haynes, Director, Finance

**Date:** December 29, 2011

**RESOLUTION NO. 2012-01-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, AUTHORIZING THE AWARD OF BID #2012-06 FOR WATER AND SEWER PIPE TO MSC WATERWORKS; AUTHORIZING THE ISSUANCE OF A PURCHASE ORDER PURSUANT TO APPROVAL; REPEALING ALL RESOLUTIONS IN CONFLICT; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS,** the City Council of the City of Lancaster desires to purchase water and sewer pipe for repairs and maintenance of the City's infrastructure.

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

**SECTION 1.** The City Council hereby authorizes the award of a unit price bid 2012-06 for water and sewer pipe from MSC Waterworks which is attached hereto and incorporated herein by reference as Exhibit "A".

**SECTION 2.** The City Manager or designee is authorized to issue appropriate purchase orders in conformity herewith.

**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 9<sup>th</sup> day of January 2012.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

## Line Items

#	Qty	UOM	Description	Response
1	1	EA	WATER PIPE & TUBING	\$4,202.64

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
1.1	860	FT	6" C900 DR 18 PVC Water Pipe	4.14

Manufacturer: Manufacturer #: 618

Item Notes: Please list the Mfg. Name &amp; Number in the Supplier Notes.

Supplier  
Notes:

1.2	1	FT	8" C900 DR 18 PVC Water Pipe	7.18
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Manufacturer: Manufacturer #: 818

Item Notes: Please list the Mfg. Name &amp; Number in the Supplier Notes.

Supplier  
Notes:

1.3	1	FT	10" C900 DR 18 PVC Water Pipe	10.78
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Manufacturer: Manufacturer #: 1018

Item Notes: Please list the Mfg. Name &amp; Number in the Supplier Notes.

Supplier  
Notes:

1.4	1	FT	12" C900 DR 18 PVC Water Pipe	15.23
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Manufacturer: Manufacturer #: 1218

Item Notes: Please list the Mfg. Name &amp; Number in the Supplier Notes.

Supplier  
Notes:

1.5	1	FT	16" C900 DR 18 PVC Water Pipe	27.15
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Manufacturer: Manufacturer #: 1618

Item Notes: Please list the Mfg. Name &amp; Number in the Supplier Notes.

Supplier  
Notes:

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1.6	1	FT	18" C900 DR 18 PVC Water Pipe	34.23
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Manufacturer:      Manufacturer #: 1818

Item Notes:   Please list the Mfg. Name & Number in the Supplier Notes.

Supplier  
Notes:

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1.7	5	Roll	¾ SDR 9 Polyethylene Svc Tubing 100'	20.00
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Manufacturer:      Manufacturer #: 34PEC100

Item Notes:   Please list the Mfg. Name & Number in the Supplier Notes.

Supplier         .20 per ft  
Notes:

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1.8	100	FT	¾ PE Inserts	1.05
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Manufacturer:      Manufacturer #: FOMINSERT51

Item Notes:   Please list the Mfg. Name & Number in the Supplier Notes.

Supplier  
Notes:

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1.9	4	Roll	1" SDR 9 Polyethylene Svc Tubing 100'	31.00
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Manufacturer:      Manufacturer #: 1PEC100

Item Notes:   Please list the Mfg. Name & Number in the Supplier Notes.

Supplier  
Notes:

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1.10	1	Ea	1 PE Metal Inserts	1.12
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Manufacturer:      Manufacturer #:

Item Notes:   Please list the Mfg. Name & Number in the Supplier Notes.

Supplier  
Notes:

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1.11	1	Roll	2" SDR 9 Polyethylene Svc Tubing 100'	116.00
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Manufacturer:      Manufacturer #: 2PEC100

Item Notes:   Please list the Mfg. Name & Number in the Supplier Notes.

Supplier  
Notes:

1.12 1 Ea 2 PE Metal Inserts 1.55

Manufacturer: Manufacturer #:

Item Notes: Please list the Mfg. Name & Number in the Supplier Notes.

Supplier Notes:

1.13 t FT 3/4 X 500' CTS Polyethylene Svc Tubing 100.00

Manufacturer: Manufacturer #: 34PEC500

Item Notes: Please list the Mfg. Name & Number in the Supplier Notes.

Supplier Notes:

2 1 EA SEWER PIPE \$735.47

Item Notes:

Supplier Notes:

Package Line Items: You are not required to respond to all lines in the package

#	Qty	UOM	Description	Response
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2.1	210	FT	4" SDR 26 PVC Sewer Pipe	1.14
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Manufacturer: Manufacturer #: 426HW

Item Notes: Please list the Mfg. Name & Number in the Supplier Notes.

Supplier Notes:

2.2	1	FT	6" SDR 26 PVC Sewer Pipe	2.46
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Manufacturer: Manufacturer #: 626HW

Item Notes: Please list the Mfg. Name & Number in the Supplier Notes.

Supplier Notes:

2.3	1	FT	8" SDR 26 PVC Sewer Pipe	4.45
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Manufacturer: Manufacturer #: 826HW

Item Notes: Please list the Mfg. Name & Number in the Supplier Notes.

Supplier Notes:

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2.4	28	FT	10" SDR 26 PVC Sewer Pipe	6.98
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Manufacturer:      Manufacturer #: 1026HW

Item Notes:    Please list the Mfg. Name & Number in the Supplier Notes.

Supplier  
Notes:

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2.5	28	FT	12" SDR 26 PVC Sewer Pipe	9.95
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Manufacturer:      Manufacturer #: 1226HW

Item Notes:    Please list the Mfg. Name & Number in the Supplier Notes.

Supplier  
Notes:

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2.6	1	FT	15" SDR 26 PVC Sewer Pipe	15.12
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Manufacturer #: 1626HW

Item Notes:    Please list the Mfg. Name & Number in the Supplier Notes.

Supplier  
Notes:

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Response Total:	\$4,938.11
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**Bid Request Number** 2012-06 Addendum 1  
**Title** Water & Sewer Pipe  
**Open Date** 9/26/2011 9:05:00 AM Central  
**Close Date** 10/21/2011 12:00:00 PM Central

**Responding Suppliers**

Name	City	State	Response Submitted	Lines Responded	Response Total
MSC Waterworks	Atlanta	GA	10/19/2011 9:08:43 AM CST	19	\$4,938.11
Morrison Supply Company	Waxahachie	TX	10/14/2011 11:58:24 AM CST	19	\$5,666.76

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 9, 2012

**8**

AG12-008

**Consider a resolution approving contracts for pipe rehabilitation on the Martin Barry-Francis Water Line Replacement and the Lexington Water Line Replacement projects with Insituform Technologies, LLC in an amount not to exceed \$971,165.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Sound Infrastructure**

**Background**

The services obtained through the contracts will include rehabilitation and pipe bursting for pipes located within the projects as described below.

**Martin Barry-Francis Water Line Replacement**

The water line that serves the Martin Barry-Francis area has been in service since the 1960's. It has developed problems with corrosion due to the cast iron composition of the pipe. The lines experience multiple leaks and have become a source of red water complaints due to its condition. Replacement is needed to eliminate the corrosion problems. The project consists of replacement by pipe burst of 3,400 linear feet of water line and existing water services.

**Lexington Water Line Replacement**

The water line that serves the Lexington Street area has been in service since the 1960's. It has developed problems with corrosion due to the cast iron composition of the pipe. The lines experience multiple leaks due to its condition and creates service outages to its customers. Replacement is needed to eliminate the corrosion problems and service outages. The project consists of replacement by pipe burst of 3,200 linear feet of water line and existing water services.

The service includes all labor, materials, equipment, bonding and insurance necessary to repair the pipes.

**Considerations**

- **Operational** – Replacement of these lines will reduce maintenance costs in labor and materials due to service interruptions and improve water quality to the area related to red water issues. It will also result in a reduction of flushed water caused by water breaks and red water complaints.

- **Legal** – The City maintains an executed Interlocal agreement with the BuyBoard, a cooperative agency. Texas law authorizes cooperative agreements, like this one to help save the time of developing specifications and avoid the duplication of the competitive bidding process.
- **Financial** – Funding is available through the 2011 C.O. Bond sale.

Martin Barry-Francis	0436	Improvements by Contractors	\$501,325.00
Lexington Water	0436	Improvements by Contractors	<u>\$469,840.00</u>
		<b>Total</b>	<b>\$971,165.00</b>

- **Public Information** - There are no public information requirements.

### **Options/Alternatives**

1. Council may approve the contracts.
2. Council may reject the contracts and direct staff.

### **Recommendation**

Staff recommends approval of the contracts with Insituform in an amount not to exceed \$971,165.

### **Attachments**

- Resolution
- Contract and proposal – Martin Barry-Francis Water Line Replacement
- Contract and proposal - Lexington Water Line Replacement

**Prepared and submitted by:**  
Dawn Berry, Purchasing Agent  
Clovia English, Public Works Director  
Sheree Haynes, Finance Director

**Date:** December 28, 2011

**RESOLUTION NO. 2012-01-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING CONTRACTS FOR PIPE REHABILITATION ON THE MARTIN BARRY-FRANCIS WATER LINE REPLACEMENT AND THE LEXINGTON WATER LINE REPLACEMENT PROJECTS WITH INSITUFORM TECHNOLOGIES, LLC IN AN AMOUNT NOT TO EXCEED \$971,165; 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**, repairs are needed to the Martin Barry and Francis water lines;

**WHEREAS**, the City Council desires to utilize the BuyBoard's Interlocal contract with Insituform Technologies for the repairs; and

**WHEREAS**, the City Council of the City of Lancaster desires such repairs be completed.

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

**SECTION 1.** The City Council approves contracts for water line rehabilitation projects with Insituform Technologies, LLC in an amount not to exceed nine hundred seventy-one thousand one hundred sixty-five dollars and no cents (\$971,165.00), a copy of which is attached hereto and incorporated herein as Exhibit A "Martin Barry-Francis Water Line" and Exhibit B "Lexington Water Line".

**SECTION 2.** The City Manager is authorized to execute the contracts.

**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 9<sup>th</sup> day of January 2012.

**ATTEST:**

**APPROVED:**

\_\_\_\_\_  
Dolle K. Downe, City Secretary

\_\_\_\_\_  
Marcus E. Knight, Mayor

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Robert E. Hager, City Attorney

## City of Lancaster, Texas Standard Fixed Price Construction Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and Insituform Technologies, LLC, (hereinafter referred to as the "Contractor") for rehabilitation of Martin Barry-Francis water line project, (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

### ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

#### 1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

#### 1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Invitation to Bid, Requirements and Instructions to Bidders, the Specifications, the Drawings, the Project Manual, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

#### 1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance, maintenance, and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof.

#### 1.4 NO PRIVACY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

#### 1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is

required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance of the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **However, the owner makes no representation or warranty of any nature whatsoever to the contractor concerning such documents.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any

representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any and all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

## **1.6 OWNERSHIP OF CONTRACT DOCUMENTS**

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

## **ARTICLE II: THE WORK**

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

### **2.2 WORK**

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

***BuyBoard Proposal Dated 12-21-11***

***Rehabilitation and pipe bursting of the Martin Barry-Francis water lines.***

All work shall be completed within 75 days.

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion

of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

## **ARTICLE III: CONTRACT TIME**

### **3.1 TIME AND LIQUIDATED DAMAGES**

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than seventy-five (75) working days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of \$120.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 In the event that the Contractor achieves certification of substantial completion prior to the scheduled completion date, the Owner shall pay to the Contractor the sum of \$0.00 per day for each calendar day that substantial completion is certified in advance of the scheduled completion date.

3.1.4 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.1.5 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

### **3.2 SUBSTANTIAL COMPLETION**

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

### **3.3 TIME IS OF THE ESSENCE**

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

## **ARTICLE IV: CONTRACT PRICE**

### **4.1 THE CONTRACT PRICE**

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of \$501,325.00

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract.

## **ARTICLE V: PAYMENT OF THE CONTRACT PRICE**

### **5.1 SCHEDULE OF VALUES**

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and/or to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not

imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been acknowledged and accepted in writing by the Architect and the Owner.

### **5.2 PAYMENT PROCEDURE**

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 **PROGRESS PAYMENTS** - Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less the total amount of previous payments received from the Owner. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 below.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The

Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

### 5.3 WITHHELD PAYMENT

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) claims of third parties against the Owner or the Owner's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly

comply with such demand. The Owner shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

### 5.4 UNEXCUSED FAILURE TO PAY

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

### 5.5 SUBSTANTIAL COMPLETION

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

### 5.6 COMPLETION AND FINAL PAYMENT

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to

issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Architect's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

## **ARTICLE VI: THE OWNER**

### **6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER**

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project.

Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

### **6.2 RIGHT TO STOP WORK**

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

### **6.3 OWNER'S RIGHT TO PERFORM WORK**

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

## **ARTICLE VII: THE CONTRACTOR**

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The

Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

**7.2** The Contractor shall perform the Work strictly in accordance with this Contract.

**7.3** The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

**7.3.1** The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

**7.3.2** The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

**7.4 WARRANTY**

**7.4.1** The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

**7.5** The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

**7.6 SUPERVISION**

**7.6.1** The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

**7.6.2** Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
_____	_____
_____	_____
_____	_____
_____	_____

So long as the individuals named above remain actively employed or retained by the Contractor, they shall perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

**7.7** The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

**7.8** The Contractor shall continuously maintain at the site, for the benefit of the owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

**7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

**7.9.1** Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

**7.9.2** The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

## **7.10 CLEANING THE SITE AND THE PROJECT**

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

## **7.11 ACCESS TO WORK AND INSPECTIONS**

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

## **7.12 INDEMNITY AND DISCLAIMER**

7.12.1 **OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION 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. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.**

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this

indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner a Standard Certificate of Insurance evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **7.13 NONDISCRIMINATION**

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national original, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

## **7.14 PREVAILING WAGE RATES**

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City of Lancaster has adopted US Department of Labor's Davis Bacon Wage Determinations as the Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of \$10.00 of a sum of not less than Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

## **7.15 JOB SITE SAFETY PRECAUTIONS**

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all

laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Architect during the progress of the Work.

#### **7.16 WARNING DEVICES AND BARRICADES**

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Architect to protect persons or property in, near or adjacent to the jobsite, including . No separate compensation shall be paid to the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City of Lancaster and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

#### **7.17 PROTECTION OF UTILITIES & OTHER CONTRACTORS**

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the Owner or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Architect and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

### **ARTICLE VIII: CONTRACT ADMINISTRATION**

#### **8.1 THE ARCHITECT**

8.1.1 When used in this Contract the term "Architect" does not necessarily denote a duly licensed, trained or certified architect; as used herein, the term shall be used

interchangeably and shall mean a designated Architect, Engineer, or Contract Administrator (who may not be an architect or engineer) for the Owner, said person to be designated or redesignated by the Owner prior to or at any time during the Work hereunder. The Architect may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Architect's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Architect notwithstanding the contractual relationship between the Owner and Architect. All of the Owner's instructions to the Contractor shall be through the Architect.

In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

#### **8.2 ARCHITECT'S ADMINISTRATION**

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's representative from the effective date of this Contract until final payment has been made.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

### 8.3 CLAIMS BY THE CONTRACTOR

8.3.1 The Architect shall determine all claims and matters in dispute between the Contractor and Owner with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Architect within seven (7) days of the event or occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Architect's decisions shall be final and binding on the parties. In the event that either party objects to the Architect's determination as to any submitted dispute, that party shall submit a written objection to the Architect and the opposing party within ten (10) days of receipt of the Architect's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract.

8.3.3 **CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS** - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within

seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

8.3.4 **CLAIMS FOR ADDITIONAL COSTS** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work. The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Owner shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the Owner.

8.3.5 **CLAIMS FOR ADDITIONAL TIME** - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in

this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

#### **8.4 FIELD ORDERS**

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

#### **8.5 MEDIATION**

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Architect and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Architect in accomplishing the timely completion of the Project.

### **ARTICLE IX: SUBCONTRACTORS**

#### **9.1 DEFINITION**

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

#### **9.2 AWARD OF SUBCONTRACTS**

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below. All subcontracts shall

incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

9.2.3 The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

### **ARTICLE X: CHANGES IN THE WORK**

#### **10.1 CHANGES PERMITTED**

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

#### **10.2 CHANGE ORDER DEFINED**

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

#### **10.3 CHANGES IN THE CONTRACT PRICE**

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social

security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

#### **10.4 MINOR CHANGES**

10.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

#### **10.5 EFFECT OF EXECUTED CHANGE ORDER**

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

#### **10.6 NOTICE TO SURETY; CONSENT**

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

## **ARTICLE XI: UNCOVERING & CORRECTING WORK**

### **11.1 UNCOVERING WORK**

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

### **11.2 CORRECTING WORK**

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

### **11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK**

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient

to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

## **ARTICLE XII: CONTRACT TERMINATION**

### **12.1 TERMINATION BY THE CONTRACTOR**

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

### **12.2 TERMINATION BY THE OWNER**

#### **12.2.1 FOR CONVENIENCE**

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

12.2.1.4

(a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

#### **12.2.2 FOR CAUSE**

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Architect, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or

remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

**ARTICLE XIII: INSURANCE**

**13.1 CONTRACTOR SHALL MAINTAIN INSURANCE**

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City of Lancaster until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

**13.2 TYPES AND AMOUNTS OF INSURANCE**

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation as set forth in the Worker's Compensation Act.	
Commercial General Liability	
	\$1,000,000 Each Accident/Occurrence. The policy shall have no coverage removed by exclusions.
Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.	

Automobile Liability

\$500,000 Combined single limit per occurrence.

**13.2 INSTALLATION FLOATER**

This insurance shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas, during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage's designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

**13.3 Builders Risk**

This insurance shall be written in completed value form and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

**Equipment installed under this contract shall be insured under Installation floater insurance when the aggregate value of the equipment exceeds \$10,000.00.**

**If the work does not include the construction of building structures, builder's risk insurance may be omitted providing the Installation floater insurance fully covers all work.**

Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

**13.4 ADDITIONAL INSURED / PROJECT INFORMATION**

The Owner shall be named as an additional insured on the Commercial General Liability (Public), Policies furnished by the Contractor.

The project name and bid/contract number shall be listed on the certificate.

**13.5 WRITTEN NOTIFICATION**

Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice

there of shall be given by certified mail to the Purchasing Agent, City of Lancaster, PO Box 940, Lancaster, Texas, 75146.

### 13.6 PREMIUMS AND ASSESSMENTS

Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

### 13.7 CERTIFICATE OF INSURANCE

Proof that the insurance is in force shall be furnished to the City of Lancaster on a Standard Certificate of Insurance Form. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City of Lancaster, the contractor shall furnish the City proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

### 13.8 PRIMARY COVERAGE

The coverage's provided herein shall be primary and noncontributory with any other insurance maintained by the City of Lancaster, Texas, for its benefit, including self insurance.

### 13.9 WORKER'S COMPENSATION INSURANCE COVERAGE

#### 13.9.1 The Contractor shall:

1) provide coverage for its employees providing services on a 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 a 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 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;

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 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;

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 provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

#### ***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."*

and

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;

(D) 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;

(E) obtain from each other person with whom it contracts, and provide to the Contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within 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

(H) contractually require each other person with whom it contracts, to perform as required by sub-paragraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

#### **ARTICLE XIV: MISCELLANEOUS**

##### **14.1 LAWS AND ORDINANCES**

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

##### **14.2 GOVERNING LAW**

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the courts of Dallas County, Texas.

##### **14.3 SUCCESSORS AND ASSIGNS**

14.3.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

##### **14.4 SURETY BONDS**

14.4.1 If the Contract Price exceeds the sum of \$25,000.00, the Contractor shall furnish separate

performance and payment bonds to the Owner, according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of \$25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

##### **14.5 SEVERABILITY**

14.5.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not been included herein.

##### **14.6 AMENDMENTS**

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce stop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

##### **14.7 NOTICES**

14.6.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Architect at the address set forth herein or set forth in a written designation of

change of address delivered to all parties and the Architect.

**EXECUTED in single or multiple originals, this 9th day of January, 2012.**

CITY OF LANCASTER

Insituform Technologies, LLC

\_\_\_\_\_  
Opal Mauldin Robertson, City Manager

\_\_\_\_\_  
Type/Print Name and Title

ATTEST:

1103 Postwood Drive  
Corinth, TX 76210

\_\_\_\_\_  
Dolle K. Downe, City Secretary



Worldwide Pipeline  
Rehabilitation

1103 Postwood Dr.  
Corinth, TX 76210

Tel: (940) 498-0253  
Fax: (940) 498-0265  
www.insituform.com

December 21, 2011

Mr. Phil Curtis  
City of Lancaster  
700 East Main St.  
Lancaster, TX 75146-3267

# Proposal

**Project Name: City of Lancaster, TX – Martin Berry and Francis Water Line Replacement  
Pipeburst Rehabilitation**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (per the drawings provided by the City of Lancaster) utilizing the Texas Statewide Cooperative Purchasing Contract administered through the BuyBoard (Contract #354-10).

## **ASSUMPTIONS AND QUALIFICATIONS**

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We have based this proposal on a wall thickness for the proposed HDPE pipe shown in the price and is rated at 150 psi. This is based on the best available information at the time of this proposal. The product is designed as a fully structural pipe for all external loading and internal pressure loading.

Services. All service will be reconnected externally with saddles (stainless bolts) and new corporations. New meter boxes with also be installed and service lines will be SDR 9.5 HDPE from main line to meter boxes.

Insituform Technologies, Inc. will work with the City of Lancaster to make all practical attempts to notify the affected residents or businesses of this water line replacement project and the expected minor inconveniences.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to.

INSITUFORM TECHNOLOGIES, LLC. will supply the City of Lancaster the necessary Maintenance, Payment, and Performance Bonds if required by the City, following acceptance of this proposal.

City of Lancaster will supply the following:

- Valve operation to isolate system to be rehabilitated.
- Bac-T testing as required for temporary water service lines and post installation of main lines.

Insituform will supply the following:

- All access pits at each end of the pipe segments to be rehabilitation and exposure of all service connections. Pits will be properly secured to OSHA standards.
- Fusing of HDPE pipe above ground prior to installation.
- Pipebursting of existing lines after excavation pits and services are exposed.
- Reassembly of new system with Tees, Valves, and Hydrant assemblies. All products are domestic.
- Pressure testing of mainlines prior to reconnections.
- Chlorination.
- Complete all restoration necessary after lining.

## **PROPOSAL TERMS AND CONDITIONS**

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Terms and Conditions from the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

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## City of Lancaster, Texas Standard Fixed Price Construction Agreement

This Agreement is made by and between the City of Lancaster, Texas, a home-rule municipality (hereinafter referred to as the "Owner") and Insituform Technologies, LLC, (hereinafter referred to as the "Contractor") for rehabilitation of Lexington water line project, (hereinafter referred to as the "Project"), the Owner and the Contractor hereby agree as follows:

---

### ARTICLE I: CONTRACT & CONTRACT DOCUMENTS

#### 1.1 THE CONTRACT

1.1.1 The Contract between the Owner and the Contractor, of which this Agreement is a part, consists of the Contract Documents. It shall be effective on the date this Agreement is executed by the last party to execute it.

#### 1.2. THE CONTRACT DOCUMENTS

1.2.1 The Contract Documents consist of this Agreement, the Invitation to Bid, Requirements and Instructions to Bidders, the Specifications, the Drawings, the Project Manual, all Change Orders and Field Orders issued hereafter, any other amendments hereto executed by the parties hereafter, together with the following (if any):

Documents not enumerated in this Paragraph 1.2.1 are not Contract Documents and do not form part of this Contract.

#### 1.3 ENTIRE AGREEMENT

1.3.1 This Contract, together with the Contractor's performance, maintenance, and payment bonds for the Project, all General Conditions, Special Conditions, Plans and Specifications, and Addenda attached thereto, constitute the entire and exclusive agreement between the Owner and the Contractor with reference to the Project. Specifically, but without limitation, this Contract supersedes any bid documents and all prior written or oral communications, representations and negotiations, if any, between the Owner and Contractor not expressly made a part hereof.

#### 1.4 NO PRIVACY WITH OTHERS

1.4.1 Nothing contained in this Contract shall create, or be interpreted to create, privity or any other contractual agreement between the Owner and any person or entity other than the Contractor.

#### 1.5 INTENT AND INTERPRETATION

1.5.1 The intent of this Contract is to require complete, correct and timely execution of the Work. Any Work that may be required, implied or inferred by the Contract Documents, or any one or more of them, as necessary to produce the intended result shall be provided by the Contractor for the Contract Price.

1.5.2 This Contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one Contract Document shall be considered as required by the Contract.

1.5.3 When a word, term or phrase is used in this Contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the construction industry; and third, if there is no generally accepted meaning in the construction industry, according to its common and customary usage.

1.5.4 The words "include", "includes", or "including", as used in this Contract, shall be deemed to be followed by the phrase, "without limitation".

1.5.5 The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this Contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this Contract.

1.5.6 Words or terms used as nouns in this Contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

1.5.7 The Contractor shall have a continuing duty to read, carefully study and compare each of the Contract Documents, the Shop Drawings, the Product Data, and any Plans and Specifications, and shall give written notice to the Owner of any inconsistency, ambiguity, error or omission which the Contractor may discover with respect to these documents before proceeding with the affected Work. The issuance or the express or implied approval by the Owner or the Architect of the Contract Documents, Shop Drawings, or Product Data shall not relieve the Contractor of the continuing duties imposed hereby, nor shall any such approval be evidence of the Contractor's compliance with this Contract. The Owner has requested the Architect to only prepare documents for the Project, including the Drawings and Specifications for the Project, which are accurate, adequate, consistent, coordinated and sufficient for construction. **However, the owner makes no representation or warranty of any nature whatsoever to the contractor concerning such documents.** By the execution hereof, the Contractor acknowledges and represents that it has received, reviewed and carefully examined such documents, has found them to be complete, accurate, adequate, consistent, coordinated and sufficient for construction, and that the Contractor has not, does not, and will not rely upon any representation or warranties by the Owner concerning such documents as no such representation or warranties have been or are hereby made. Further, the Contractor represents and warrants that it has had a sufficient opportunity to inspect the Project site and assumes any

and all responsibility for inadequacies or ambiguities in the plans, drawings or specifications as well as for latent conditions of the site where the work is to be performed.

1.5.8 As between numbers and scaled measurements on the Drawings and in the Design, the numbers shall govern, as between larger scale and smaller scale drawings, the larger scale shall govern.

1.5.9 Neither the organization of any of the Contract Documents into divisions, sections, paragraphs, articles, (or other categories), nor the organization or arrangement of the Design, shall control the Contractor in dividing the Work or in establishing the extent or scope of the Work to be performed by Subcontractors.

## 1.6 OWNERSHIP OF CONTRACT DOCUMENTS

1.6.1 The Contract Documents, and each of them, shall remain the property of the Owner. The Contractor shall have the right to keep one record set of the Contract Documents upon completion of the Project; provided, however, that in no event shall Contractor use, or permit to be used, any or all of such Contract Documents on other projects without the Owner's prior written authorization.

## ARTICLE II: THE WORK

2.1 The Contractor shall perform all of the Work required, implied or reasonably inferable from, this Contract.

### 2.2 WORK

2.2.1 The term "Work" shall mean whatever is done by or required of the Contractor to perform and complete its duties under this Contract, including the following: construction of the whole or a designated part of the Project; furnishing of any required surety bonds and insurance, and the provision or furnishing of labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, permits and licenses required of the Contractor, fuel, heat, light, cooling and all other utilities as required by this Contract. The Work to be performed by the Contractor is generally described as follows:

***BuyBoard Proposal Dated 12-21-11***

***Rehabilitation and pipe bursting of the Lexington water line.***

All work shall be completed within 75 days.

2.2.2 The Contractor shall be responsible for paying for and procuring all materials and labor and furnishing all services necessary or appropriate for the full performance of the Work and the for the full completion of the Project. All materials shall be new and materials and workmanship shall be of good quality. Upon request, the Contractor shall furnish satisfactory proof of the type, kind, and quality of materials.

## ARTICLE III: CONTRACT TIME

### 3.1 TIME AND LIQUIDATED DAMAGES

3.1.1 The Contractor shall commence the Work within 10 days of receipt of a written Notice to Proceed, and shall achieve Substantial Completion of the Work no later than seventy-five (75) working days from the date specified in the Notice to Proceed. The parties acknowledge that time is of the essence in the performance of the terms of this Contract. The term "calendar days" shall mean any and all days of the week or month, no days being excepted. It is contemplated by the parties that the progress of the Work may be delayed by certain conditions beyond the control of the parties; these delays have been contemplated by the parties and considered in the time allotted for performance specified herein and includes, but is not limited to delays occasioned on account of adverse weather, temporary unavailability of materials, shipment delays, and the presence and potential interference of other contractors who may be performing work at the Project site unrelated to this agreement.

The number of calendar days from the date on which the Work is permitted to proceed, through the date set forth for Substantial Completion, shall constitute the "Contract Time".

3.1.2 The Contractor shall pay the Owner the sum of \$120.00 per day for each and every calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that Substantial Completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving Substantial Completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

3.1.3 In the event that the Contractor achieves certification of substantial completion prior to the scheduled completion date, the Owner shall pay to the Contractor the sum of \$0.00 per day for each calendar day that substantial completion is certified in advance of the scheduled completion date.

3.1.4 No claim shall be made by the Contractor to the Owner, and no damages, costs or extra compensation shall be allowed or paid by the Owner to the Contractor for any delay or hindrance from any cause in the progress or completion of the Work or this Contract. The

Contractor's sole remedy in the event of any delay or hindrance shall be to request time extensions by written change orders as provided for hereinafter. Should the Contractor be delayed by an act of the Owner, or should the Owner order a stoppage of the Work for sufficient cause, an extension of time shall be granted by the Owner by written authorization upon written application, which extension shall not be unreasonably denied, to compensate for the delay.

3.1.5 The Owner shall have the authority to suspend the Work wholly or in part for such period or periods of time as it may deem appropriate due to unsuitable conditions considered unfavorable for the proper prosecution of the Work or for the failure of the Contractor to carry out instructions from the Owner or Owner's representative. During any period in which the Work is stopped or during which any of the Work is not actively in progress for any reason, Contractor shall properly protect the site and the Work from damage, loss or harm.

### **3.2 SUBSTANTIAL COMPLETION**

3.2.1 "Substantial Completion" shall mean that stage in the progression of the Work when the Work is sufficiently complete in accordance with this Contract that the Owner can enjoy beneficial use or occupancy of the Work and can utilize the Work for its intended purpose, even though minor miscellaneous work and/or adjustment may be required.

### **3.3 TIME IS OF THE ESSENCE**

3.3.1 All limitations of time set forth in the Contract Documents are of the essence of this Contract.

## **ARTICLE IV: CONTRACT PRICE**

### **4.1 THE CONTRACT PRICE**

4.1.1 The Owner shall pay, and the Contractor shall accept, as full and complete payment for all of the Work required herein, the fixed sum of \$469,840.00

The sum set forth in this Paragraph 4.1 shall constitute the Contract Price which shall not be modified except by written Change Order as provided in this Contract.

## **ARTICLE V: PAYMENT OF THE CONTRACT PRICE**

### **5.1 SCHEDULE OF VALUES**

5.1.1 Within ten (10) calendar days of the effective date hereof, the Contractor shall submit to the Owner and/or to the Architect a Schedule of Values allocating the Contract Price to the various portions of the Work. The Contractor's Schedule of Values shall be prepared in such form, with such detail, and supported by such data as the Architect or the Owner may require to substantiate its accuracy. The Contractor shall not imbalance the Schedule of Values nor artificially inflate any element thereof. The violation of this provision by the Contractor shall constitute a material breach of this Contract. The Schedule of Values shall be used only as a basis for the Contractor's Applications for Payment and shall only constitute such basis after it has been

acknowledged and accepted in writing by the Architect and the Owner.

### **5.2 PAYMENT PROCEDURE**

5.2.1 The Owner shall pay the Contract Price to the Contractor as provided below.

5.2.2 **PROGRESS PAYMENTS** - Based upon the Contractor's Applications for Payment submitted to the Architect and upon Certificates for Payment subsequently issued to the Owner by the Architect, the Owner shall make progress payments to the Contractor on account of the Contract Price.

5.2.3 On or before the 25th day of each month after commencement of the Work, the Contractor shall submit an Application for Payment for the period ending the 15th day of the month to the Architect in such form and manner, and with such supporting data and content, as the Owner or the Architect may require. Therein, the Contractor may request payment for ninety percent (90%) of that portion of the Contract Price properly allocable to Contract requirements properly provided, labor, materials and equipment properly incorporated in the Work, less the total amount of previous payments received from the Owner. Such Application for Payment shall be signed by the Contractor and shall constitute the Contractor's representation that the Work has progressed to the level for which payment is requested in accordance with the Schedule of Values, that the Work has been properly installed or performed in full compliance with this Contract, and that the Contractor knows of no reason why payment should not be made as requested. Thereafter, the Architect will review the Application for Payment and may also review the Work at the Project site or elsewhere to determine whether the quantity and quality of the Work is as represented in the Application for Payment and is as required by this Contract. The Architect shall determine and certify to the Owner the amount properly owing to the Contractor. The Owner shall make partial payments on account of the Contract Price to the Contractor within thirty (30) days following the Architect's receipt and approval of each Application for Payment. The amount of each partial payment shall be the amount certified for payment by the Architect less such amounts, if any, otherwise owing by the Contractor to the Owner or which the Owner shall have the right to withhold as authorized by this Contract. The Architect's certification of the Contractor's Application for Payment shall not preclude the Owner from the exercise of any of its rights as set forth in Paragraph 5.3 below.

5.2.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment, all Work for which payments have been received from the Owner shall be free and clear of liens, claims, security interest or other encumbrances in favor of the Contractor or any other person or entity whatsoever.

5.2.5 The Contractor shall promptly pay each Subcontractor out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which such Subcontractor is entitled. In the event the Owner becomes informed that the Contractor has not paid a Subcontractor as herein provided, the Owner shall have the right, but not the duty, to issue future checks in payment to the Contractor of amounts otherwise due hereunder naming the Contractor and such Subcontractor as joint payees. Such joint check procedure, if employed by the Owner, shall create no rights in favor of any person or entity beyond the right of the named payees to payment of the check and shall not be deemed to commit the Owner to repeat the procedure in the future.

5.2.6 No progress payment, nor any use or occupancy of the Project by the owner, shall be interpreted to constitute an acceptance of any Work not in strict accordance with this Contract.

### **5.3 WITHHELD PAYMENT**

5.3.1 The Owner may decline to make payment, may withhold funds, and, if necessary, may demand the return of some or all of the amounts previously paid to the Contractor, to protect the Owner from loss because of:

- (a) defective Work not remedied by the Contractor nor, in the opinion of the Owner, likely to be remedied by the Contractor;
- (b) claims of third parties against the Owner or the Owner's property;
- (c) failure by the Contractor to pay Subcontractors or others in a prompt and proper fashion;
- (d) evidence that the balance of the Work cannot be completed in accordance with the Contract for the unpaid balance of the Contract Price,
- (e) evidence that the Work will not be completed in the time required for substantial or final completion;
- (f) persistent failure to carry out the Work in accordance with the Contract;
- (g) damage to the Owner or a third party to whom the Owner is, or may be, liable.

In the event that the Owner makes written demand upon the Contractor for amounts previously paid by the Owner as contemplated in this Subparagraph 5.3.1, the Contractor shall promptly comply with such demand. The Owner shall have no duty to third parties to withhold payment to the Contractor and shall incur no liability for a failure to withhold funds.

### **5.4 UNEXCUSED FAILURE TO PAY**

5.4.1 If within fifteen (15) days after the date established herein for payment to the Contractor by the

Owner, the Owner, without cause or basis hereunder, fails to pay the Contractor any amount then due and payable to the Contractor, then the Contractor may after ten (10) additional days' written notice to the Owner and the Architect, and without prejudice to any other available rights or remedies it may have, stop the Work until payment of those amounts due from the Owner have been received. Late payments shall not accrue interest or other late charges.

### **5.5 SUBSTANTIAL COMPLETION**

5.5.1 When the Contractor believes that the Work is substantially complete, the Contractor shall submit to the Architect a list of items to be completed or corrected. When the Architect on the basis of an inspection determines that the Work is in fact substantially complete, it will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall state the responsibilities of the Owner and the Contractor for Project security, maintenance, heat, utilities, damage to the Work, and insurance, and shall fix the time within which the Contractor shall complete the items listed therein. Guarantees required by the Contract shall commence on the date of Substantial Completion of the Work. The Certificate of Substantial Completion shall be submitted to the Owner and the Contractor for their written acceptance of the responsibilities assigned to them in such certificate.

Upon Substantial Completion of the Work, and execution by both the Owner and the Contractor of the Certificate of Substantial Completion, the Owner shall pay the Contractor an amount sufficient to increase total payments to the Contractor to one hundred percent (100%) of the Contract Price less three hundred percent (300%) of the reasonable cost as determined by the Owner and the Architect for completing all incomplete Work, correcting and bringing into conformance all defective and nonconforming Work, and handling all unsettled claims.

### **5.6 COMPLETION AND FINAL PAYMENT**

5.6.1 When all of the Work is finally complete and the Contractor is ready for a final inspection, it shall notify the Owner and the Architect thereof in writing. Thereupon, the Architect will make final inspection of the Work and, if the Work is complete in full accordance with this Contract and this Contract has been fully performed, the Architect will promptly issue a final Certificate for Payment certifying to the Owner that the Project is complete and the Contractor is entitled to the remainder of the unpaid Contract Price, less any amount withheld pursuant to this Contract. If the Architect is unable to issue its final Certificate for Payment and is required to repeat its final inspection of the Work, the Contractor shall bear the cost of such repeat final inspection(s) which cost may be deducted by the Owner from the Contractor's final payment.

5.6.1.1 If the Contractor fails to achieve final completion within the time fixed by the Architect in its Certificate of Substantial Completion, the Contractor shall pay the

Owner the sum set forth hereinabove as liquidated damages per day for each and every calendar day of unexcused delay in achieving final completion beyond the date set forth herein for final completion of the Work. Any sums due and payable hereunder by the Contractor shall be payable, not as a penalty, but as liquidated damages representing an estimate of delay damages likely to be sustained by the Owner, estimated at or before the time of executing this Contract. When the Owner reasonably believes that final completion will be inexcusably delayed, the Owner shall be entitled, but not required, to withhold from any amounts otherwise due the Contractor an amount then believed by the Owner to be adequate to recover liquidated damages applicable to such delays. If and when the Contractor overcomes the delay in achieving final completion, or any part thereof, for which the Owner has withheld payment, the Owner shall promptly release to the Contractor those funds withheld, but no longer applicable, as liquidated damages.

5.6.2 The Contractor shall not be entitled to final payment unless and until it submits to the Architect its affidavit that all payrolls, invoices for materials and equipment, and other liabilities connected with the Work for which the Owner, or the Owner's property might be responsible, have been fully paid or otherwise satisfied; releases and waivers of lien from all Subcontractors of the Contractor and of any and all other parties required by the Architect or the Owner; consent of Surety, if any, to final payment. If any third party fails or refuses to provide a release of claim or waiver of lien as required by the Owner, the Contractor shall furnish a bond satisfactory to the Owner to discharge any such lien or indemnify the Owner from liability.

5.6.3 The Owner shall make final payment of all sums due the Contractor within ten (10) days of the Architect's execution of a final Certificate for Payment.

5.6.4 Acceptance of final payment shall constitute a waiver of all claims against the Owner by the Contractor except for those claims previously made in writing against the Owner by the Contractor, pending at the time of final payment, and identified in writing by the Contractor as unsettled at the time of its request for final payment.

5.6.5 Under no circumstance shall Contractor be entitled to receive interest on any payments or monies due Contractor by the Owner, whether the amount on which the interest may accrue is timely, late, wrongfully withheld, or an assessment of damages of any kind.

## **ARTICLE VI: THE OWNER**

### **6.1 INFORMATION, SERVICES AND THINGS REQUIRED FROM OWNER**

6.1.1 The Owner shall furnish to the Contractor, at the time of executing this Contract, any and all written and tangible material in its possession concerning conditions below ground at the site of the Project.

Such written and tangible material is furnished to the Contractor only in order to make complete disclosure of such material and for no other purpose. By furnishing such material, the Owner does not represent, warrant, or guarantee its accuracy either in whole, in part, implicitly or explicitly, or at all, and shall have no liability therefore. The Owner shall also furnish surveys, legal limitations and utility locations (if known), and a legal description of the Project site.

6.1.2 Excluding permits and fees normally the responsibility of the Contractor, the Owner shall obtain all approvals, easements, and the like required for construction and shall pay for necessary assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

6.1.3 The Owner shall furnish the Contractor, free of charge, one copy of the Contract Documents for execution of the Work.

### **6.2 RIGHT TO STOP WORK**

6.2.1 If the Contractor persistently fails or refuses to perform the Work in accordance with this Contract, or if the best interests of the public health, safety or welfare so require, the Owner may order the Contractor to stop the Work, or any described portion thereof, until the cause for stoppage has been corrected, no longer exists, or the Owner orders that Work be resumed. In such event, the Contractor shall immediately obey such order.

### **6.3 OWNER'S RIGHT TO PERFORM WORK**

6.3.1 If the Contractor's Work is stopped by the Owner under Paragraph 6.2, and the Contractor fails within seven (7) days of such stoppage to provide adequate assurance to the Owner that the cause of such stoppage will be eliminated or corrected, then the Owner may, without prejudice to any other rights or remedies the Owner may have against the Contractor, proceed to carry out the subject Work. In such a situation, an appropriate Change Order shall be issued deducting from the Contract Price the cost of correcting the subject deficiencies, plus compensation for the Architect's additional services and expenses necessitated thereby, if any. If the unpaid portion of the Contract Price is insufficient to cover the amount due the Owner, the Contractor shall pay the difference to the Owner.

## **ARTICLE VII: THE CONTRACTOR**

7.1 The Contractor is again reminded of its continuing duty set forth in Subparagraph 1.5.7. The Contractor shall perform no part of the Work at any time without adequate Contract Documents or, as appropriate, approved Shop Drawings, Product Data or Samples for such portion of the Work. If the Contractor performs any of the Work knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Architect, the Contractor shall bear responsibility for such performance and shall bear the cost of correction.

7.2 The Contractor shall perform the Work strictly in accordance with this Contract.

7.3 The Contractor shall supervise and direct the Work using the Contractor's best skill, effort and attention. The Contractor shall be responsible to the Owner for any and all acts or omissions of the Contractor, its employees and others engaged in the Work on behalf of the Contractor.

7.3.1 The Contractor shall give adequate attention to the faithful prosecution of the Work and the timely completion of this Contract, with authority to determine the manner and means of performing such Work, so long as such methods insure timely completion and proper performance.

7.3.2 The Contractor shall exercise all appropriate means and measures to insure a safe and secure jobsite in order to avoid and prevent injury, damage or loss to persons or property.

**7.4 WARRANTY**

7.4.1 The Contractor warrants to the Owner that all labor furnished to progress the Work under this Contract will be competent to perform the tasks undertaken, that the product of such labor will yield only first-class results, that materials and equipment furnished will be of good quality and new unless otherwise permitted by this Contract, and that the Work will be of good quality, free from faults and defects and in strict conformance with this Contract. All Work not conforming to these requirements may be considered defective.

7.5 The Contractor shall obtain and pay for all permits, fees and licenses necessary and ordinary for the Work. The Contractor shall comply with all lawful requirements applicable to the Work and shall give and maintain any and all notices required by applicable law pertaining to the Work.

**7.6 SUPERVISION**

7.6.1 The Contractor shall employ and maintain at the Project site only competent supervisory personnel. Absent written instruction from the Contractor to the contrary, the superintendent shall be deemed the Contractor's authorized representative at the site and shall be authorized to receive and accept any and all communications from the Owner or the Architect.

7.6.2 Key supervisory personnel assigned by the Contractor to this Project are as follows:

NAME	FUNCTION
_____	
_____	
_____	
_____	

So long as the individuals named above remain actively employed or retained by the Contractor, they shall

perform the functions indicated next to their names unless the Owner agrees to the contrary in writing. In the event one or more individuals not listed above subsequently assume one or more of those functions listed above, the Contractor shall be bound by the provisions of this Subparagraph 7.6.2 as though such individuals had been listed above.

7.7 The Contractor, within fifteen (15) days of commencing the Work, shall submit to the Owner and the Architect for their information, the Contractor's schedule for completing the Work. The Contractor's schedule shall be revised no less frequently than monthly (unless the parties otherwise agree in writing) and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to the Owner and the Architect. Failure by the Contractor to strictly comply with the provisions of this Paragraph 7.7 shall constitute a material breach of this Contract.

7.8 The Contractor shall continuously maintain at the site, for the benefit of the owner and the Architect, one record copy of this Contract marked to record on a current basis changes, selections and modifications made during construction. Additionally, the Contractor shall maintain at the site for the Owner and Architect the approved Shop Drawings, Product Data, Samples and other similar required submittals. Upon final completion of the Work, all of these record documents shall be delivered to the Owner.

**7.9 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES**

7.9.1 Shop Drawings, Product Data, Samples and other submittals from the Contractor do not constitute Contract Documents. Their purpose is merely to demonstrate the manner in which the Contractor intends to implement the Work in conformance with information received from the Contract Documents.

7.9.2 The Contractor shall not perform any portion of the Work requiring submittal and review of Shop Drawings, Product Data or Samples unless and until such submittal shall have been approved by the Architect. Approval by the Architect, however, shall not be evidence that Work installed pursuant thereto conforms with the requirements of this Contract.

**7.10 CLEANING THE SITE AND THE PROJECT**

7.10.1 The Contractor shall keep the site reasonably clean during performance of the Work. Upon final completion of the Work, the Contractor shall clean the site and the Project and remove all waste, rubbish, temporary structures, and other materials together with all of the Contractor's property therefrom. Contractor shall dispose of all refuse at a Texas Natural Resource Conservation Commission approved landfill. The Contractor shall further restore all property damaged during the prosecution of the Work and shall leave the site in a clean and presentable condition. No additional payment shall be made by the Owner for this work, the compensation having been considered and included in the contract price.

## **7.11 ACCESS TO WORK AND INSPECTIONS**

7.11.1 The Owner and the Architect shall have access to the Work at all times from commencement of the Work through final completion. The Contractor shall take whatever steps necessary to provide access when requested. When reasonably requested by the Owner or the Architect, the Contractor shall perform or cause to be performed such testing as may be necessary or appropriate to insure suitability of the jobsite or the Work's compliance with the Contract requirements.

## **7.12 INDEMNITY AND DISCLAIMER**

7.12.1 OWNER SHALL NOT BE LIABLE OR RESPONSIBLE FOR, AND SHALL BE INDEMNIFIED, DEFENDED, HELD HARMLESS AND RELEASED BY CONTRACTOR FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY CHARACTER, TYPE, OR DESCRIPTION, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY OR LOSS TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS, INCLUDING THE CONTRACTOR, OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, DIRECTLY OR INDIRECTLY, THE PERFORMANCE OF CONTRACTOR UNDER THIS AGREEMENT, INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF OWNER, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE OWNER UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW. THE PROVISIONS OF THIS INDEMNIFICATION 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. IT IS THE EXPRESSED INTENT OF THE PARTIES TO THIS AGREEMENT THAT THE INDEMNITY PROVIDED FOR IN THIS CONTRACT IS AN INDEMNITY EXTENDED BY CONTRACTOR TO INDEMNIFY AND PROTECT OWNER FROM THE CONSEQUENCES OF THE CONTRACTOR'S AS WELL AS THE OWNER'S NEGLIGENCE, WHETHER SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH INJURY, DEATH, OR DAMAGE.

7.12.2 The Contractor will secure and maintain Contractual Liability insurance to cover this indemnification agreement that will be primary and non-contributory as to any insurance maintained by the Owner for its own benefit, including self-insurance. In addition, Contractor shall obtain and file with Owner a Standard Certificate of Insurance evidencing the required coverage.

7.12.3 In claims against any person or entity indemnified under this Paragraph 7.12 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 7.12 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

## **7.13 NONDISCRIMINATION**

7.13.1 The Contractor shall not discriminate in any way against any person, employee or job applicant on the basis of race, color, creed, national origin, religion, age, sex, or disability where reasonable accommodations can be effected to enable the person to perform the essential functions of the job. The Contractor shall further insure that the foregoing nondiscrimination requirement shall be made a part and requirement of each subcontract on this Project.

## **7.14 PREVAILING WAGE RATES**

7.14.1 The Contractor shall comply in all respects with all requirements imposed by any laws, ordinances or resolutions applicable to the Project with regard to the minimum prevailing wage rates for all classes of employees, laborers, subcontractors, mechanics, workmen and persons furnishing labor and services to the Project. The City of Lancaster has adopted US Department of Labor's Davis Bacon Wage Determinations as the Prevailing Wage Rate Schedule, available to the Contractor by request, which specifies the classes and wage rates to be paid to all persons. The Contractor shall pay not less than the minimum wage rates established thereby for each class, craft or type of labor, workman, or mechanic employed in the execution of this Contract. The failure of the Contractor to comply with this requirement shall result in the forfeiture to the City of \$10.00 of a sum of not less than Sixty Dollars (\$60.00) for each person per day, or portion thereof, that such person is paid less than the prevailing rate. Upon request by the Owner, Contractor shall make available for inspection and copying its books and records, including but not limited to its payroll records, account information and other documents as may be required by the Owner to insure compliance with this provision.

## **7.15 JOB SITE SAFETY PRECAUTIONS**

7.15.1 The Contractor shall at all times exercise reasonable precautions for the safety of its employees, laborers, subcontractors, mechanics, workmen and others on and near the jobsite and shall comply with all laws, ordinances, regulations, and standards of federal, state and local safety laws and regulations. The Contractor shall provide such machinery guards, safe walk-ways, ladders, bridges, and other safety devices as may be necessary or appropriate to insure a safe and secure jobsite and shall require its subcontractors to comply with this requirement. The Contractor shall immediately comply with any and all safety requirements imposed by the Architect during the progress of the Work.

## **7.16 WARNING DEVICES AND BARRICADES**

7.16.1 The Contractor shall furnish and maintain such warning devices, barricades, lights, signs, pavement markings, and other devices as may be necessary or appropriate or required by the Architect to protect persons or property in, near or adjacent to the jobsite, including . No separate compensation shall be paid to

the Contractor for such measures. Where the Work is being conducted in, upon or near streets, alleys, sidewalks, or other rights-of-way, the Contractor shall insure the placement, maintenance and operation of any and all such warning devices as may be required by the City of Lancaster and shall do so until no longer required by the City. Such devices shall be in compliance with and conform to the manual and specifications for the uniform system of traffic control devices adopted by the Texas Department of Transportation.

#### **7.17 PROTECTION OF UTILITIES & OTHER CONTRACTORS**

7.17.1 The Contractor shall use best efforts to leave undisturbed and uninterrupted all utilities and utility services provided to the jobsite or which presently exists at, above or beneath the location where the Work is to be performed. In the event that any utility or utility service is disturbed or damaged during the progress of the Work, the Contractor shall forthwith repair, remedy or restore the utility at Contractor's sole expense.

7.17.2 The Contractor understands and acknowledges that other contractors of the Owner or of other entities may be present at the jobsite performing other work unrelated to the Project. The Contractor shall use best efforts to work around other contractors without impeding the work of others while still adhering to the completion date established herein. In the event that the Contractor's work is or may be delayed by any other person, the Contractor shall immediately give notice thereof to the Architect and shall request a written Change Order in accordance with the procedures set forth by this Contract. The Contractor's failure to provide such notice and to request such Change Order shall constitute a waiver of any and all claims associated therewith.

### **ARTICLE VIII: CONTRACT ADMINISTRATION**

#### **8.1 THE ARCHITECT**

8.1.1 When used in this Contract the term "Architect" does not necessarily denote a duly licensed, trained or certified architect; as used herein, the term shall be used interchangeably and shall mean a designated Architect, Engineer, or Contract Administrator (who may not be an architect or engineer) for the Owner, said person to be designated or redesignated by the Owner prior to or at any time during the Work hereunder. The Architect may be an employee of the Owner or may be retained by the Owner as an independent contractor but, in either event, the Architect's duties and authority shall be as set forth hereinafter. The Contractor understands and agrees that it shall abide by the decisions and instructions of the Architect notwithstanding the contractual relationship between the Owner and Architect. All of the Owner's instructions to the Contractor shall be through the Architect.

In the event the Owner should find it necessary or convenient to replace the Architect, the Owner shall retain a replacement Architect and the status of the replacement Architect shall be that of the former Architect.

#### **8.2 ARCHITECT'S ADMINISTRATION**

8.2.1 The Architect, unless otherwise directed by the Owner in writing, will perform those duties and discharge those responsibilities allocated to the Architect as set forth in this Contract. The Architect shall be the Owner's representative from the effective date of this Contract until final payment has been made.

8.2.2 The Owner and the Contractor shall communicate with each other in the first instance through the Architect.

8.2.3 The Architect shall be the initial interpreter of the requirements of the drawings and specifications and the judge of the performance thereunder by the Contractor. The Architect shall render written or graphic interpretations necessary for the proper execution or progress of the Work with reasonable promptness on request of the Contractor.

8.2.4 The Architect will review the Contractor's Applications for Payment and will certify to the Owner for payment to the Contractor, those amounts then due the Contractor as provided in this Contract.

8.2.5 The Architect shall have authority to reject Work which is defective or does not conform to the requirements of this Contract. If the Architect deems it necessary or advisable, the Architect shall have authority to require additional inspection or testing of the Work for compliance with Contract requirements.

8.2.6 The Architect will review and approve, or take other appropriate action as necessary, concerning the Contractor's submittals including Shop Drawings, Product Data and Samples. Such review, approval or other action shall be for the sole purpose of determining conformance with the design concept and information given through the Contract Documents.

8.2.7 The Architect will prepare Change Orders and may authorize minor changes in the Work by Field Order as provided elsewhere herein.

8.2.8 The Architect shall, upon written request from the Contractor, conduct inspections to determine the date of Substantial Completion and the date of final completion, will receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by this Contract and will issue a final Certificate for Payment upon compliance with the requirements of this Contract.

8.2.9 The Architect's decisions in matters relating to aesthetic effect shall be final if consistent with the intent of this Contract.

#### **8.3 CLAIMS BY THE CONTRACTOR**

8.3.1 The Architect shall determine all claims and matters in dispute between the Contractor and Owner with regard to the execution, progress, or sufficiency of the Work or the interpretation of the Contract Documents, including but not limited to the plans and specifications. Any dispute shall be submitted in writing to the Architect within seven (7) days of the event or

occurrence or the first appearance of the condition giving rise to the claim or dispute who shall render a written decision within a reasonable time thereafter. The Architect's decisions shall be final and binding on the parties. In the event that either party objects to the Architect's determination as to any submitted dispute, that party shall submit a written objection to the Architect and the opposing party within ten (10) days of receipt of the Architect's written determination in order to preserve the objection. Failure to so object shall constitute a waiver of the objection for all purposes.

8.3.2 Pending final resolution of any claim of the Contractor, the Contractor shall diligently proceed with performance of this Contract and the Owner shall continue to make payments to the Contractor in accordance with this Contract.

**8.3.3 CLAIMS FOR CONCEALED, LATENT OR UNKNOWN CONDITIONS** - The Contractor expressly represents that it has been provided with an adequate opportunity to inspect the Project site and thoroughly review the Contract Documents and plans and specifications prior to submission of its bid and the Owner's acceptance of the bid. Subject to the conditions hereof, Contractor assumes full responsibility and risk for any concealed, latent or unknown condition which may affect the Work. No claims for extra work or additional compensation shall be made by Contractor in connection with concealed, latent or unknown conditions except as expressly provided herein. Should concealed, latent or unknown conditions encountered in the performance of the Work (a) below the surface of the ground or (b) in an existing structure be at variance with the conditions indicated by this Contract, or should unknown conditions of an unusual nature differing materially from those ordinarily encountered in the area and generally recognized as inherent in Work of the character provided for in this Contract, be encountered, the Contract Price shall be equitably adjusted by Change Order upon the written notice and claim by either party made within seven (7) days after the first observance of the condition. As a condition precedent to the Owner having any liability to the Contractor for concealed or unknown conditions, the Contractor must give the Owner and the Architect written notice of, and an opportunity to observe, the condition prior to disturbing it. The failure by the Contractor to make the written notice and claim as provided in this Subparagraph shall constitute a waiver by the Contractor of any claim arising out of or relating to such concealed, latent or unknown condition and the Contractor thereby assumes all risks and additional costs associated therewith.

**8.3.4 CLAIMS FOR ADDITIONAL COSTS** - If the Contractor wishes to make a claim for an increase in the Contract Price, as a condition precedent to any liability of the Owner therefore, the Contractor shall give the Architect written notice of such claim within seven (7) days after the occurrence of the event, or the first appearance of the condition, giving rise to such claim. Such notice shall be given by the Contractor before proceeding to execute any additional or changed Work.

The failure by the Contractor to give such notice and to give such notice prior to executing the Work shall constitute a waiver of any claim for additional compensation.

8.3.4.1 In connection with any claim by the Contractor against the Owner for compensation in excess of the Contract Price, any liability of the Owner for the Contractor's costs shall be strictly limited to direct costs incurred by the Contractor and shall in no event include indirect costs or consequential damages of the Contractor. The Owner shall not be liable to the Contractor for claims of third parties, including Subcontractors. The Owner shall not be liable to the Contractor for any claims based upon delay to the Contractor for any reason whatsoever including any act or neglect on the part of the Owner.

**8.3.5 CLAIMS FOR ADDITIONAL TIME** - If the Contractor is delayed in progressing any task which at the time of the delay is then critical or which during the delay becomes critical, as the sole result of any act or neglect to act by the Owner or someone acting in the Owner's behalf, or by changes ordered in the Work, unusual delay in transportation, unusually adverse weather conditions not reasonably anticipated, fire or any causes beyond the Contractor's control, then the date for achieving Substantial Completion of the Work shall be extended upon the written notice and claim of the Contractor to the Owner and the Architect, for such reasonable time as the Architect may determine. Any notice and claim for an extension of time by the Contractor shall be made not more than seven (7) days after the occurrence of the event or the first appearance of the condition giving rise to the claim and shall set forth in detail the Contractor's basis for requiring additional time in which to complete the Project. In the event the delay to the Contractor is a continuing one, only one notice and claim for additional time shall be necessary. If the Contractor fails to make such claim as required in this Subparagraph, any claim for an extension of time shall be waived. The procedures and remedies provided by this provision shall be the sole remedy of Contractor and Contractor shall not assert nor be entitled to any additional delays or damages associated therewith.

#### **8.4 FIELD ORDERS**

8.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or in Contract Time and not inconsistent with the intent of the Contract. Such changes shall be effected by Field Order and shall be binding upon the Contractor. The Contractor shall carry out such Field Orders promptly.

#### **8.5 MEDIATION**

8.5.1 In the event that a dispute arises under the terms of this Contract, following an adverse determination by the Architect and proper preservation of the issue as required herein, the parties agree to submit to mediation. In such event, the parties shall agree to a designated person to serve as mediator and

each party shall be responsible for payment of one-half of the total mediation fees. The parties shall submit the dispute to mediation as soon as practical and in no event later than one (1) year after the Architect's written decision on the matter. At least one designated representative of each party must attend and participate in good faith in an effort to resolve the matters in dispute.

8.5.2 In no event shall the foregoing provision justify or authorize any delay in the progress of the Work; the parties shall abide by the decision of the Architect in accomplishing the timely completion of the Project.

## **ARTICLE IX: SUBCONTRACTORS**

### **9.1 DEFINITION**

9.1.1 A Subcontractor is an entity which has a direct contract with the Contractor to perform a portion of the Work. No Subcontractor shall be in privity with the Owner.

### **9.2 AWARD OF SUBCONTRACTS**

9.2.1 Upon execution of the Contract, the Contractor shall furnish the Owner, in writing, the names of persons or entities proposed by the Contractor to act as a Subcontractor on the Project. The Owner shall promptly reply to the Contractor, in writing, stating any objections the Owner may have to such proposed Subcontractor. The Contractor shall not enter into a subcontract with a proposed Subcontractor with reference to whom the Owner has made timely objection. The Contractor shall not be required to subcontract with any party to whom the Contractor has objection.

9.2.2 All subcontracts shall afford the Contractor rights against the Subcontractor which correspond to those rights afforded to the Owner against the Contractor herein, including those rights afforded to the Owner by Subparagraph 12.2.1 below. All subcontracts shall incorporate by reference the provisions hereof and shall provide that no claims, causes or demands shall be made by any Subcontractor against the Owner.

9.2.3 The Contractor shall indemnify, defend and hold harmless the Owner from and against any and all claims, demands, causes of action, damage, and liability asserted or made against the Owner by or on behalf of any Subcontractor.

## **ARTICLE X: CHANGES IN THE WORK**

### **10.1 CHANGES PERMITTED**

10.1.1 Changes in the Work within the general scope of this Contract, consisting of additions, deletions, revisions, or any combination thereof, may be ordered without invalidating this Contract, by Change Order or by Field Order.

10.1.2 Changes in the Work shall be performed under applicable provisions of this Contract and the Contractor shall proceed promptly with such changes.

### **10.2 CHANGE ORDER DEFINED**

10.2.1 Change Order shall mean a written order to the Contractor executed by the Owner and the Architect, issued after execution of this Contract, authorizing and directing a change in the Work or an adjustment in the Contract Price or the Contract Time, or any combination thereof. The Contract Price and the Contract Time may be changed only by written Change Order.

### **10.3 CHANGES IN THE CONTRACT PRICE**

10.3.1 Any change in the Contract Price resulting from a Change Order shall be determined as follows: (a) by mutual agreement between the Owner and the Contractor as evidenced by (1) the change in the Contract Price being set forth in the Change Order, (2) such change in the Contract Price, together with any conditions or requirements related thereto, being initialed by both parties and (3) the Contractor's execution of the Change Order, or (b) if no mutual agreement occurs between the Owner and the Contractor, then, as provided in Subparagraph 10.3.2 below.

10.3.2 If no mutual agreement occurs between the Owner and the Contractor as contemplated in Subparagraph 10.3.1 above, the change in the Contract Price, if any, shall then be determined by the Architect on the basis of the reasonable expenditures or savings of those performing, deleting or revising the Work attributable to the change, including, in the case of an increase or decrease in the Contract Price, a reasonable allowance for direct job site overhead and profit. In such case, the Contractor shall present, in such form and with such content as the Owner or the Architect requires an itemized accounting of such expenditures or savings, plus appropriate supporting data for inclusion in a Change Order. Reasonable expenditures or savings shall be limited to the following: reasonable costs of materials, supplies, or equipment including delivery costs, reasonable costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance, reasonable rental costs of machinery and equipment exclusive of hand tools whether rented from the Contractor or others, reasonable costs of premiums for all bonds and insurance, permit fees, and sales, use or other taxes related to the Work, and reasonable cost of direct supervision and jobsite field office overhead directly attributable to the change. In no event shall any expenditure or savings associated with the Contractor's home office or other non-jobsite overhead expense be included in any change in the Contract Price. Pending final determination of reasonable expenditures or savings to the Owner, payments on account shall be made to the Contractor on the Architect's Certificate for Payment.

10.3.3 If unit prices are provided in the Contract, and if the quantities contemplated are so changed in a proposed Change Order that application of such unit prices to the quantities of Work proposed will cause

substantial inequity to the Owner or to the Contractor, the applicable unit prices shall be equitably adjusted.

#### **10.4 MINOR CHANGES**

10.4.1 The Architect shall have authority to order minor changes in the Work not involving a change in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of this Contract. Such minor changes shall be made by written Field Order, and shall be binding upon the owner and the Contractor. The Contractor shall promptly carry out such written Field Orders.

#### **10.5 EFFECT OF EXECUTED CHANGE ORDER**

10.5.1 The execution of a Change Order by the Contractor shall constitute conclusive evidence of the Contractor's agreement to the ordered changes in the Work, this Contract as thus amended, the Contract Price and the Contract Time. The Contractor, by executing the Change Order, waives and forever releases any claim against the Owner for additional time or compensation for matters relating to or arising out of or resulting from the Work included within or affected by the executed Change Order.

#### **10.6 NOTICE TO SURETY; CONSENT**

10.6.1 The Contractor shall notify and obtain the consent and approval of the Contractor's surety with reference to all Change Orders if such notice, consent or approval is required by the Contractor's surety or by law. The Contractor's execution of the Change Order shall constitute the Contractor's warranty to the Owner that the surety has been notified of and consents to, such Change Order and the surety shall be conclusively deemed to have been notified of such Change Order and to have expressly consented thereto.

### **ARTICLE XI: UNCOVERING & CORRECTING WORK**

#### **11.1 UNCOVERING WORK**

11.1.1 If any of the Work is covered contrary to the Architect's request or to any provisions of this Contract, it shall, if required by the Architect or the Owner, be uncovered for the Architect's inspection and shall be properly replaced at the Contractor's expense without change in the Contract Time.

11.1.2 If any of the Work is covered in a manner not inconsistent with Subparagraph 11.1.1 above, it shall, if required by the Architect or Owner, be uncovered for the Architect's inspection. If such Work conforms strictly with this Contract, costs of uncovering and proper replacement shall by Change Order be charged to the Owner. If such Work does not strictly conform with this Contract, the Contractor shall pay the costs of uncovering and proper replacement.

#### **11.2 CORRECTING WORK**

11.2.1 The Contractor shall immediately proceed to correct Work rejected by the Architect as defective or failing to conform to this Contract. The Contractor shall pay all costs and expenses associated with correcting

such rejected Work, including any additional testing and inspections, and reimbursement to the Owner for the Architect's services and expenses made necessary thereby.

11.2.2 If within one (1) year after Substantial Completion of the Work any of the Work is found to be defective or not in accordance with this Contract, the Contractor shall correct it promptly upon receipt of written notice from the Owner. This obligation shall survive final payment by the Owner and termination of this Contract. With respect to Work first performed and completed after Substantial Completion, this one year obligation to specifically correct defective and nonconforming Work shall be extended by the period of time which elapses between Substantial Completion and completion of the subject Work.

11.2.3 Nothing contained in this Paragraph 11.2 shall establish any period of limitation with respect to other obligations which the Contractor has under this Contract. Establishment of the one year time period in Subparagraph 11.2.2 relates only to the duty of the Contractor to specifically correct the Work.

#### **11.3 OWNER MAY ACCEPT DEFECTIVE OR NONCONFORMING WORK**

11.3.1 If the Owner chooses to accept defective or nonconforming Work, the Owner may do so. In such event, the Contract Price shall be reduced by the greater of (a) the reasonable cost of removing and correcting the defective or nonconforming Work, and (b) the difference between the fair market value of the Project as constructed and the fair market value of the Project had it not been constructed in such a manner as to include defective or nonconforming Work. If the remaining portion of the unpaid Contract Price, if any, is insufficient to compensate the Owner for its acceptance of defective or nonconforming Work, the Contractor shall, upon written demand from the Owner, pay the Owner such remaining compensation for accepting defective or nonconforming Work.

### **ARTICLE XII: CONTRACT TERMINATION**

#### **12.1 TERMINATION BY THE CONTRACTOR**

12.1.1 If the Work is stopped for a period of ninety (90) days by an order of any court or other public authority, or as a result of an act of the Government, through no fault of the Contractor or any person or entity working directly or indirectly for the Contractor, the Contractor may, upon ten (10) days' written notice to the Owner and the Architect, terminate performance under this Contract and recover from the Owner payment for the actual reasonable expenditures of the Contractor (as limited in Subparagraph 10.3.2 above) for all Work executed and for materials, equipment, tools, construction equipment and machinery actually purchased or rented solely for the Work, less any salvage value of any such items.

12.1.2 If the Owner shall persistently or repeatedly fail to perform any material obligation to the Contractor for a period of fifteen (15) days after receiving written notice

from the Contractor of its intent to terminate hereunder, the Contractor may terminate performance under this Contract by written notice to the Architect and the Owner. In such event, the Contractor shall be entitled to recover from the Owner as though the Owner had terminated the Contractor's performance under this Contract for convenience pursuant to Subparagraph 12.2.1 hereunder.

## **12.2 TERMINATION BY THE OWNER**

### **12.2.1 FOR CONVENIENCE**

12.2.1.1 The Owner may for any reason whatsoever terminate performance under this Contract by the Contractor for convenience. The Owner shall give written notice of such termination to the Contractor specifying when termination becomes effective.

12.2.1.2 The Contractor shall incur no further obligations in connection with the Work and the Contractor shall stop Work when such termination becomes effective. The Contractor shall also terminate outstanding orders and subcontracts. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders. The Owner may direct the Contractor to assign the Contractor's right, title and interest under terminated orders or subcontracts to the Owner or its designee.

12.2.1.3 The Contractor shall transfer title and deliver to the Owner such completed or partially completed Work and materials, equipment, parts, fixtures, information and Contract rights as the Contractor has.

#### **12.2.1.4**

(a) The Contractor shall submit a termination claim to the Owner and the Architect specifying the amounts due because of the termination for convenience together with costs, pricing or other data required by the Architect. If the Contractor fails to file a termination claim within one (1) year from the effective date of termination, the Owner shall pay the Contractor, an amount derived in accordance with subparagraph (c) below.

(b) The Owner and the Contractor may agree to the compensation, if any, due to the Contractor hereunder.

(c) Absent agreement to the amount due to the Contractor, the Owner shall pay the Contractor the following amounts:

(i) Contract prices for labor, materials, equipment and other services accepted under this Contract;

(ii) Reasonable costs incurred in preparing to perform and in performing the terminated portion of the Work, and in terminating the Contractor's performance, plus a fair and reasonable allowance for overhead and profit thereon (such profit shall not include anticipated profit or consequential damages), provided however, that if it appears that the Contractor would have not profited or would have sustained a loss if the

entire Contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss, if any;

(iii) Reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Subparagraph 12.2.1.2 of this Paragraph. These costs shall not include amounts paid in accordance with other provisions hereof.

The total sum to be paid the Contractor under this Subparagraph 12.2.1 shall not exceed the total Contract Price, as properly adjusted, reduced by the amount of payments otherwise made, and shall in no event include duplication of payment.

### **12.2.2 FOR CAUSE**

12.2.2.1 If the Contractor persistently or repeatedly refuses or fails to prosecute the Work in a timely manner, abandons the jobsite and fails to resume work within five (5) days of written notice thereof by the Owner, fails to grant or allow access to the jobsite by the Owner or Architect, fails to supply enough properly skilled workers, supervisory personnel or proper equipment or materials, fails to make prompt payment to Subcontractors or for materials or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a violation of a material provision of this Contract, then the Owner may by written notice to the Contractor, without prejudice to any other right or remedy, terminate the employment of the Contractor and take possession of the site and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever methods it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.

12.2.2.2 If the unpaid balance of the Contract Price does not exceed the cost of finishing the work, including compensation for the Architect's additional services and expenses made necessary thereby, such difference shall be paid by the Contractor to the Owner. This obligation for payment shall survive the termination of the Contract.

12.2.2.3 In the event the employment of the Contractor is terminated by the Owner for cause pursuant to Subparagraph 12.2.2 and it is subsequently determined by a Court of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Subparagraph 12.2.1 and the provisions of Subparagraph 12.2.1 shall apply.

## **ARTICLE XIII: INSURANCE**

### **13.1 CONTRACTOR SHALL MAINTAIN INSURANCE**

13.1.1 The Contractor at his own expense shall purchase, maintain and keep in force during the life of this contract, adequate insurance that will protect the Contractor and/or any Additional Insured from claims

which may arise out of or result from operations under this contract. The insurance required shall provide adequate protections from all claims, whether such operations be by the Contractor or by any Additional Insured or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone whose acts of any of them may be liable and from any special hazards, such as blasting, which may be encountered in the performance of this contract in the amounts as shown below in Paragraph 13.2.1.

13.1.2 The Contractor shall not commence work on any Contract in the City of Lancaster until the Contractor has obtained all the insurance required under this paragraph and such insurance has been approved by the City.

**13.2 TYPES AND AMOUNTS OF INSURANCE**

13.2.1. The Contractor shall furnish and maintain during the life of the contract adequate Insurance in such amounts as follows:

<u>Type of Insurance</u>	<u>Amount</u>
Worker's Compensation as set forth in the Worker's Compensation Act.	
Commercial General Liability	
	\$1,000,000 Each Accident/Occurrence. The policy shall have no coverage removed by exclusions.
Limit of Insurance per Project or Owner's and Contractor's Protective Liability Insurance for the Project.	
Automobile Liability	
	\$500,000 Combined single limit per occurrence.

**13.2 INSTALLATION FLOATER**

This insurance shall protect the Contractor and the Owner from all insurable risks of physical loss or damage to materials and equipment not otherwise covered under builder's risk insurance, while in warehouse or storage areas, during installation, during testing, and after the work is completed. Installation floater insurance shall be of the "all risks" type, with coverage's designed for the circumstances which may occur in the particular work included in this contract. The coverage shall be for an amount not less than the insurable value of the work at completion, less the value of the materials and equipment insured under builder's risk insurance. The value shall include the aggregate value of the Owner furnished equipment and materials to be erected or installed by the Contractor not otherwise insured under builder's risk insurance.

**13.3 Builders Risk**

This insurance shall be written in completed value form and shall protect the Contractor and the Owner against risks of damage to buildings, structures, and materials and equipment not otherwise covered under installation floater insurance, from the perils of fire and lightning, the perils included in the standard extended coverage endorsement, and the perils of vandalism and malicious mischief. The amount of such insurance shall not be

less than the insurable value of the work at completion less the value of the materials and equipment insured under installation floater insurance.

**Equipment installed under this contract shall be insured under Installation floater insurance when the aggregate value of the equipment exceeds \$10,000.00.**

**If the work does not include the construction of building structures, builder's risk Insurance may be omitted providing the Installation floater Insurance fully covers all work.**

Builder's risk insurance shall provide for losses to be payable to the Contractor and the Owner as their interests may appear and shall contain a waiver of subrogation rights against the insured parties.

**13.4 ADDITIONAL INSURED / PROJECT INFORMATION**

The Owner shall be named as an additional insured on the Commercial General Liability (Public), Policies furnished by the Contractor.

The project name and bid/contract number shall be listed on the certificate.

**13.5 WRITTEN NOTIFICATION**

Each insurance policy shall contain a provision requiring that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverage, a notice there of shall be given by certified mail to the Purchasing Agent, City of Lancaster, PO Box 940, Lancaster, Texas, 75146.

**13.6 PREMIUMS AND ASSESSMENTS**

Companies issuing the insurance policies shall have no recourse against the City for payment of any premiums or assessments for any deductibles which are at the sole responsibility and risk of the Contractor.

**13.7 CERTIFICATE OF INSURANCE**

Proof that the insurance is in force shall be furnished to the City of Lancaster on a Standard Certificate of Insurance Form. In the event any insurance policy shown on the Certificate of Insurance has an expiration date that is prior to the completion and final acceptance of the project by the City of Lancaster, the contractor shall furnish the City proof of identical continued coverage no later than thirty (30) days prior to the expiration date shown on the Certificate of Insurance.

**13.8 PRIMARY COVERAGE**

The coverage's provided herein shall be primary and noncontributory with any other insurance maintained by the City of Lancaster, Texas, for its benefit, including self insurance.

**13.9 WORKER'S COMPENSATION INSURANCE COVERAGE**

13.9.1 The Contractor shall:

- 1) provide coverage for its employees providing services on a 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 a 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 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;

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 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;

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 provided by the Texas Worker's Compensation Commission on the sample notice, without any additional words or changes:

#### **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."*

and

(8) contractually require each person with whom it contracts to provide services on a project, to:

(A) provide coverage based on proper reporting of classification codes and payroll amounts and filing of any coverage agreements for all of its employees providing services on the project, for the duration of the project;

(B) provide a certificate of coverage to the contractor prior to that person beginning work on the project;

(C) include in all contracts to provide services on the project the language in subsection (e) (3) of this rule;

(D) 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;

(E) obtain from each other person with whom it contracts, and provide to the Contractor:

(i) a certificate of coverage, prior to the other person beginning work on the project; and

(ii) prior to the end of the coverage period, a new certificate of coverage showing extension of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;

(F) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;

(G) notify the governmental entity in writing by certified mail or personal delivery, within 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

(H) contractually require each other person with whom it contracts, to perform as required by sub-paragraphs (A) - (H) of this paragraph, with the certificate of coverage to be provided to the person for whom they are providing services.

**ARTICLE XIV: MISCELLANEOUS**

**14.1 LAWS AND ORDINANCES**

14.1.1 The Contractor shall at all times and in all respects observe and comply with all federal, state and local laws, ordinances, and regulations applicable to the Project and Work. The Contractor shall further insure that all Subcontractors observe and comply with said laws, ordinances and regulations.

**14.2 GOVERNING LAW**

14.2.1 The Contract shall be governed by the laws of the State of Texas. Venue for any causes of action arising under the terms or provisions of this Contract or the Work to be performed hereunder shall be in the courts of Dallas County, Texas.

**14.3 SUCCESSORS AND ASSIGNS**

14.3.1 The Owner and Contractor bind themselves, their successors, assigns and legal representatives to the other party hereto and to successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in this Contract. The Contractor shall not assign this Contract without written consent of the Owner.

**14.4 SURETY BONDS**

14.4.1 If the Contract Price exceeds the sum of \$25,000.00, the Contractor shall furnish separate performance and payment bonds to the Owner, according to the requirements set out in the bid documents and state statutes to guaranty full and faithful performance of the Contract and the full and final payment of all persons supplying labor or materials to the Project. Each bond required by the bid documents or state statute shall set forth a penal sum in an amount not less than the Contract Price. Each bond furnished by the Contractor shall incorporate by reference the terms of this Contract as fully as though they were set forth verbatim in such bonds. In the event the Contract Price is adjusted by Change Order executed by the Contractor, the penal sum of both the performance bond and the payment bond shall be deemed increased by like amount. The performance and payment bonds furnished by the Contractor shall be in form suitable to the Owner and shall be executed by a surety, or sureties, reasonably suitable to the Owner and

authorized to do business in the State of Texas by the State Board of Insurance.

14.4.2 If the Contract Price exceeds the sum of \$25,000.00, the Contractor, upon execution of the Contract and prior to commencement of the Work, shall furnish to the Owner a two-year maintenance bond in the amount of one hundred percent (100%) of the Contract Price covering the guaranty and maintenance prescribed herein, written by an approved surety authorized and duly licensed to conduct business in the State of Texas. The cost of said maintenance bond shall be included in the Contractor's unit bid prices and shall be paid by the Contractor.

**14.5 SEVERABILITY**

14.5.1 The provisions of this Contract are herein declared to be severable; in the event that any term, provision or part hereof is determined to be invalid, void or unenforceable, such determination shall not affect the validity or enforceability of the remaining terms, provisions and parts, and this Contract shall be read as if the invalid, void or unenforceable portion had not be included herein.

**14.6 AMENDMENTS**

14.6.1 This Contract may be amended by the parties only by a written agreement duly executed by both parties. The failure of the Owner to object to any nonperformance or nonconforming work or to enforce any provision hereof shall in no event be regarded as or construed to be a waiver, release or modification of any term or provision in this Contract, nor shall such failure to object or enforce stop the Owner from insisting on strict compliance with this Contract or from recovering damages, costs or expenses arising as a result of such nonperformance or nonconforming work.

**14.7 NOTICES**

14.6.1 All notices required by this Contract shall be presumed received when deposited in the mail properly addressed to the other party or Architect at the address set forth herein or set forth in a written designation of change of address delivered to all parties and the Architect.

**EXECUTED In single or multiple originals, this 9th day of January, 2012.**

CITY OF LANCASTER

\_\_\_\_\_  
Opal Mauldin Robertson, City Manager

ATTEST:

\_\_\_\_\_  
Dolle K. Downe, City Secretary

Insituform Technologies, LLC

\_\_\_\_\_  
Type/Print Name and Title

1103 Postwood Drive  
Corinth, TX 76210



**Insituform**

*Worldwide Pipeline  
Rehabilitation*

1103 Postwood Dr.  
Corinth, TX 76210

Tel: (940) 498-0253  
Fax: (940) 498-0265  
www.insituform.com

December 21, 2011

Mr. Phil Curtis  
City of Lancaster  
700 East Main St.  
Lancaster, TX 75146-3267

# Proposal

**Project Name: City of Lancaster, TX – Lexington Water Line Replacement  
Pipeburst Rehabilitation**

INSITUFORM TECHNOLOGIES, LLC herein proposes to furnish all labor, materials, equipment, and services necessary to reconstruct the referenced project (per the drawings provided by the City of Lancaster) utilizing the Texas Statewide Cooperative Purchasing Contract administered through the BuyBoard (Contract #354-10).

## ASSUMPTIONS AND QUALIFICATIONS

We have based this proposal on a wall thickness for the proposed HDPE pipe shown in the price and is rated at 150 psi. This is based on the best available information at the time of this proposal. The product is designed as a fully structural pipe for all external loading and internal pressure loading.

Services. All service will be reconnected externally with saddles (stainless bolts) and new corporations. New meter boxes with also be installed and service lines will be SDR 9.5 HDPE from main line to meter boxes.

Insituform Technologies, Inc. will work with the City of Lancaster to make all practical attempts to notify the affected residents or businesses of this water line replacement project and the expected minor inconveniences.

The pricing in this proposal assumes that all Technical Specifications set forth by the BuyBoard will be strictly adhered to.

INSITUFORM TECHNOLOGIES, LLC will supply the City of Lancaster the necessary Maintenance, Payment, and Performance Bonds if required by the City, following acceptance of this proposal.

City of Lancaster will supply the following:

- Valve operation to isolate system to be rehabilitated.
- Bac-T testing as required for temporary water service lines and post installation of main lines.

Insituform will supply the following:

- All access pits at each end of the pipe segments to be rehabilitation and exposure of all service connections. Pits will be properly secured to OSHA standards.
- Fusing of HDPE pipe above ground prior to installation.
- Pipebursting of existing lines after excavation pits and services are exposed.
- Reassembly of new system with Tees, Valves, and Hydrant assemblies. All products are domestic.
- Pressure testing of mainlines prior to reconnections.
- Chlorination.
- Complete all restoration necessary after lining.

## PROPOSAL TERMS AND CONDITIONS

Terms and Conditions from the Texas Statewide Cooperative Purchasing Contract are available upon request from the BuyBoard. Any changes to these conditions must be noted and agreed upon by both parties.

**PROPOSAL PRICING**

**Lancaster Lexington Water Line Replacement Adjusted Prices**

Description	Quantity	Unit of Measure	BuyBoard Price	Adjusted Price	Extended Total
Burst existing 6" to 8" IPS SDR 19 (0'-8' deep)	3,250	LF	\$48.00	\$48.00	\$156,000.00
Incremental SDR increase to SDR 11 (3 size increases total)	9,750	LF	\$1.00	\$1.00	\$9,750.00
8" Pipeburst setup charge per install length	3,250	LF	\$8.00	\$8.00	\$26,000.00
External reconnect (0'-8' deep)	65	EA	\$1,250.00	\$1,250.00	\$81,250.00
Extra length service over 5' long	2,035	LF	\$45.00	\$19.00	\$38,665.00
Access pit (0'-8' deep)	5	EA	\$2,000.00	\$2,000.00	\$10,000.00
Trench safety	60	LF	\$10.00	\$10.00	\$600.00
Granular backfill	40	Ton	\$30.00	\$30.00	\$1,200.00
Repair/Rehab 2" asphalt pavement	65	SY	\$75.00	\$60.00	\$3,900.00
Repair/Rehab 8" flex base	90	SY	\$50.00	\$50.00	\$4,500.00
Sod	65	SY	\$10.00	\$10.00	\$650.00
Traffic control	30	Day	\$1,000.00	\$250.00	\$7,500.00
Setup bypass of mainline sizes 2"-4" AWWA approved bypass	3,250	LF	\$34.00	\$8.00	\$26,000.00
Connection of each service from 2"-4" AWWA approved bypass	65	EA	\$391.00	\$315.00	\$20,475.00
Operation of 2"-4" AWWA approved bypass	60	Day	\$425.00	\$165.00	\$9,900.00
Chlorination and testing	3,250	LF	N/A	\$6.00	\$19,500.00
Hydrant assembly	3	EA	N/A	\$2,650.00	\$7,950.00
Tee and valve assembly	1	EA	N/A	\$6,000.00	\$6,000.00
Pipeburst adjustment for water project	1	LS	N/A	\$40,000.00	\$40,000.00
<b>TOTAL</b>					<b>\$469,840.00</b>

**OFFERED BY:**

**ACCEPTED BY:**

INSITUFORM TECHNOLOGIES, LLC



TIMOTHY R. PETERIE  
Business Development Manager

**REVIEWED BY:**  
ANDY OZMENT  
AREA MANAGER

SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

NAME \_\_\_\_\_

TITLE \_\_\_\_\_

ORGANIZATION \_\_\_\_\_

cc: Kenny Pipitone  
Josh Awalt  
Andy Ozment

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 9, 2012

**9**

AG12-009

**Consider an ordinance amending the Code of Ordinances by repealing Chapter 3, Article 3.1900, Energy Conservation Code, in its entirety and replacing the same with a new Article 3.1900, Energy Conservation Code, providing for the adoption of the International Energy Conservation Code, 2009 Edition and the amendments thereto.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Quality Development**

**Background**

In 2000, the Texas legislature began to discuss energy conservation as it relates to construction codes throughout the State. They reviewed a series of building codes as published by the International Code Council and approved the adoption of the 2003 International Energy Conservation Code as the first energy code of the State. All municipalities were instructed to adopt the energy code in an effort to address energy conservation. The international codes are revised every three years and after numerous reviews by sub committees formed by North Central Texas Council of Governments (NCTCOG) a list of proposed amendments were submitted for consideration by the State of Texas and local municipalities.

On December 13, 2010, the City of Lancaster City Council adopted the 2006 International Energy Conservation Code in an effort to gain compliance with a State mandate and the recognized energy code, at that time. The State has since revised their approved energy code to adopt the 2009 International Energy Conservation Code to go into effect January 1, 2012 by all Texas Municipalities. The ordinance includes the 2009 regional amendments as approved by NCTCOG.

**Considerations**

- **Operational** - The two major changes affecting future building energy compliance is a new emphasis on the building envelope (outside perimeter of building) infiltration which would require that an alcove (vestibule) be designed for new commercial building entrances. This will help to prevent energy loss. There is also a requirement of performance testing for residential duct leakage unless it's within an air conditioned space. Other topics were already included within the 2006 energy

code. This action includes the two major changes as well as the overall adoption of the updated ordinance.

The adoption of an updated energy code along with NCTCOG regional amendments allows the Building Inspections Divisions to stay aligned with the regional inspection community and State mandate. Additional training for the inspection staff will be required at some point in the future to address any staff deficiencies.

- **Legal** - The State of Texas requires the adoption of the 2009 International Energy Conservation code. With the adoption of this section, the City of Lancaster would be in compliance with the current State mandate. The City Attorney prepared the attached ordinance.
- **Financial** - There may be additional training that inspection staff has to receive as a result of this mandate.
- **Public Information** - There are no public information requirements at this time.

#### **Options/Alternatives**

1. Council may approve the ordinance as presented
2. Council may deny the ordinance and direct staff.

#### **Recommendation**

Staff recommends approval of the ordinance adopting the 2009 International Energy Conservation Code as presented.

#### **Attachments**

- Ordinance

**Prepared and submitted by:**  
Larry King, C.B.O.  
Assistant Building Official

**Date:** December 28, 2011

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS**

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF LANCASTER, TEXAS, AMENDING THE CODE OF ORDINANCES BY REPEALING CHAPTER 3, ARTICLE 3.1900, ENERGY CONSERVATION CODE, IN ITS ENTIRETY AND REPLACING THE SAME WITH A NEW ARTICLE 3.1900, ENERGY CONSERVATION CODE; PROVIDING FOR THE ADOPTION OF THE INTERNATIONAL ENERGY CONSERVATION CODE, 2009 EDITION AND THE AMENDMENTS THERETO; PROVIDING FOR SEVERABILITY; PROVIDING A SAVINGS CLAUSE; PROVIDING A REPEALING CLAUSE; AND PROVIDING FOR AN EFFECTIVE DATE.**

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

**SECTION 1.** That Chapter 3 of the Lancaster Code of Ordinances be, and the same is, hereby amended by repealing ARTICLE 3.1900, Energy Conservation Code, in its entirety and replacing with a new Chapter 3, ARTICLE 3.1900, Energy Conservation Code, which shall provide for the adoption of the International Existing Building Code, 2009 Edition, and the exceptions and amendments thereto, which shall read as follows:

**"CHAPTER 3. BUILDING REGULATIONS**

.....

**ARTICLE 3.1900. ENERGY CONSERVATION CODE**

**Sec. 3.1901. Adoption of Energy Conservation Code**

For the purpose of regulating and controlling conditions hazardous to public health, safety and welfare from the installation of energy efficient mechanical lighting and power systems the International Energy Conservation Code, 2009 Edition, as amended herein, and the same is hereby incorporated by reference as if fully copied, subject to the exceptions and amendments described in Section 3.1902 of this Article. That one copy of each volume of such code shall be kept at all times in the office of the city secretary, together with the exceptions and amendments.

**Sec. 3.1902. Exceptions and Amendments**

The energy conservation code adopted in this article shall be subject to the exceptions and amendments to the International Energy Conservation Code, 2009 Edition, as follows:

1. Section 101.4.2 is amended to read as follows:  
101.4.2 Historic Buildings. Any building or structure that is listed in the State or National Register of Historic places; designated as historic property under local or

state designation law or survey; certified as a contributing resource with a National Register listed or locally designated historic district; or with an opinion or certification that the property is eligible to be listed on the National or State Registers of Historic Places either individually or as a contributing building to a historic district by the State Historic Preservation Officer or the Keeper of the National Register of Historic Places are exempt from all of the provisions of this code.

Exception: Whenever a provision or provisions shall invalidate or jeopardize the historical designation or listing, that provision or provisions may be exempted.

2. Section 103.1.1 is amended to read as follows:  
103.1.1 Alternative compliance. A building certified by a national, state, or local accredited energy efficiency program and determined by the Energy Systems Laboratory to be in compliance with the energy efficiency requirements of this section may, at the option of the Code Official, be considered in compliance. The United States Environmental Protection Agency's Energy Star Program certification of energy code equivalency shall be considered in compliance.
3. Section 202 is amended by adding the following:  
GLAZING AREA. Total area of the glazed fenestration measured using the rough opening and including sash, curbing or other framing elements that enclose conditioned space. Glazing area includes the area of glazed fenestration assemblies in walls bounding conditioned basements. For doors where the daylight opening area is less than 50 percent of the door area, the glazing area is the daylight opening area. For all other doors, the glazing area is the rough opening area for the door including the door and the frame.
4. Section 401.2, Item 1 is amended as follows:
  1. Sections 402.1 through 402.3, 403.2.1 and 404.1 (prescriptive) and the use of Tables 402.1.1 and 402.1.3 are limited to a maximum glazing area of 15% window area to floor area ratio; or
5. Section 402.2 is amended by adding the following:  
402.2.12 Insulation installed in walls. Insulation batts installed in walls shall be totally surrounded by an enclosure on all sides consisting of framing lumber, gypsum, sheathing, wood structural panel sheathing or other equivalent material approved by the building official.
6. Section 405.4.1 is amended by adding the following sentence to the end of the paragraph:  
RemRate™, Energy Guage™, and IC3 are deemed acceptable performance simulation programs.”

**SECTION 2.** That all provisions of the Ordinances of the City of Lancaster, Texas, 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 not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 3.** That should any word, sentence, paragraph, subdivision, clause, phrase or section of this ordinance, or of the Code of Ordinances, as amended hereby, be adjudged or held to be void or unconstitutional, the same shall not affect the validity of the remaining portions of said ordinance or the Code of Ordinances, as amended hereby, which shall remain in full force and effect.

**SECTION 4.** Providing for a penalty for violation of this ordinance not to exceed the sum of five hundred dollars (\$500.00) except however, where a different penalty has been established by law for such offense which is a violation of any provision of law that governs fire safety, zoning, or public health and sanitation, including dumping of refuse, the penalty shall be a fine not to exceed the sum of two thousand dollars (\$2,000.00) for each offense.

**SECTION 5.** That this ordinance shall take effect immediately from and after its passage as the law and charter in such cases provide.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, this the 9th day of January 2012.

**APPROVED:**

\_\_\_\_\_  
MARCUS E. KNIGHT, MAYOR

**ATTEST:**

\_\_\_\_\_  
DOLLE K. DOWNE, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY  
(REH.aga)

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 9, 2012

**10**  
AG12-010

**Consider a resolution approving the assignment of certain Water Line Utility Easements located in the City of Lancaster, Texas to the City of Dallas Water Utilities; and authorizing the Mayor to execute said easements.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Quality Development**

**Background**

In February 2006, the City of Lancaster approved an inter local agreement with the City of Red Oak for the construction and installation of a 36" water line from the intersection of Danieldale Road at Houston School Road to the Dallas/Ellis County line within the right-of-way of Houston School Road. Construction commenced in 2008 and was completed in 2009, when construction of the Houston School Road project commenced. Coordination between the two projects was planned for in the design stage. As with all engineering design plans, existing conditions related to topography and the built environment change causing on-site change orders. During the construction of the Houston School Road project, a conflict was discovered with the placement of two proposed box culverts and the City's existing 24" waterline. Dallas Water Utilities (DWU) supplies water to the City of Lancaster on the north side of Interstate 20 through an existing 24" water line that flows directly to the water tower located at the intersection of Houston School Road and Ames Road. This line also feeds into the newly constructed 36" water line for the City of Red Oak.

After careful examination of these circumstances and review by the cities of Lancaster, and Red Oak, DWU and Dallas County, it was determined that the best course of action was to place a temporary bypass in the 36" Red Oak water line so that water to the City of Red Oak and the City's water tower on Ames Road is not interrupted. An agreement was memorialized in a May 2010 letter addressing the request for an emergency temporary bypass and the conditions upon which it would be installed.

At some point after that time, the installation of the temporary bypass was delayed until recently. As a result of the delay, the assignment of easements were not taken to City Council at that time. In the spirit of partnership, DWU and Dallas County are allowing the City of Lancaster to fulfill its obligation to the agreement post installation of the temporary bypass in order to keep the Houston School Road project moving forward.

### **Considerations**

- **Operational** - Dallas County Public Works Department is the project manager for Houston School Road project, in coordination with the City of Lancaster Engineering Division. DWU and the City of Red Oak are involved because they are the Wholesale water provider and the recipient, respectively. The contractor for this project, in conjunction with the City of Lancaster Water Division, DWU, Dallas County, and the City of Red Oak Public Works Department were all on site to coordinate, witness, and record (pictorially) the cut off of the water line; the dechlorination process of the water and emptying the water into the adjacent creek. Once the line is clear of water, the contractor will move forward in the placement of the two culverts and then restore water. This is one of the remaining parts of the Houston School Road project and all areas of the roadway should be open and operational by the end of January.
- **Legal** - The City Attorney has reviewed the assignment of easements from DWU and prepared the resolution to convey them. The City of Dallas requires the assignment of the easements in completing the title transfer process of the 36" water line to DWU.
- **Financial** - The City of Red Oak is requesting that they be compensated for any future taps. There are no financial obligations as a result of this action.
- **Public Information** - There is no notice required.

### **Options/Alternatives**

1. Approve the resolution as presented.
2. Deny the resolution and direct staff.

### **Recommendation**

Staff recommends approval of the resolution as presented.

### **Attachments**

- Resolution
- Assignment of Easements with attachments

**Prepared and submitted by:**  
Rona Stringfellow – Govan, AICP  
Director of Development Services

**Date:** December 28, 2011

**RESOLUTION NO. 2012-01-08**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER, TEXAS, APPROVING THE ASSIGNMENT OF WATER LINE UTILITY EASEMENTS LOCATED IN THE CITY OF LANCASTER TO THE CITY OF DALLAS WATER UTILITIES; AUTHORIZING THE MAYOR TO SIGN; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS RESOLUTION FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS A DEED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the City has previously obtained the referenced water line utility easements for the purpose of facilitating the installation of a water line by the City of Red Oak and Dallas Water Utilities; and

**WHEREAS**, the City of Lancaster had agreed to transfer said easements to the City of Dallas Water Utilities; and

**WHEREAS**, the documents effecting the transfer of the easements are required to be executed by the City for the benefit of the City of Lancaster to the City of Dallas Water Utilities; and

**WHEREAS**, the City desires to grant such easements;

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

**SECTION 1.** That the City Council hereby grants to the City of Dallas Water Utilities an assignment of water line utility easements and right-of-way as set forth in Exhibit A; and, after review by the City Attorney that the Mayor is authorized to execute such conveyances.

**SECTION 2.** That the City Secretary is authorized and directed to prepare a certified copy of this ordinance and furnish the same to Grantee, and the recording of this Resolution in the real property records of Dallas County, Texas, shall serve as a grant of Easement of the City of Lancaster to the said Grantee, and its successors and assigns of the easement and ingress and egress rights stated therein in and to the property described and depicted in the attached exhibits.

**SECTION 3.** That this Resolution shall take effect immediately from and after its adoption and execution.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, this the 9th day of January 2012.

**APPROVED:**

---

MARCUS E. KNIGHT, MAYOR

**ATTEST:**

---

DOLLE K. DOWNE, CITY SECRETARY

**APPROVED AS TO FORM:**

---

ROBERT E. HAGER, CITY ATTORNEY  
(REH/aga)

**ASSIGNMENT OF EASEMENTS**

**THE STATE OF TEXAS                    §**  
**COUNTY OF DALLAS                    §        KNOW ALL PERSONS BY THESE PRESENTS:**

This Assignment of Easements (the "Assignment") is executed by and between the City of Lancaster, a Texas municipal corporation, the grantee under Six (6) Easements described herein (hereinafter referred to as "Assignor"), and the City of Dallas, a Texas Municipal corporation (hereinafter referred to as "Assignee").

**RECITALS:**

**WHEREAS**, the Assignor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby assign to Assignee the assignment of the following Six (6) Easements herein described and incorporated by reference for all purposes:

1. An Easement from the National Area Preservation Association Inc. to the City of Lancaster, executed on July 17, 2007, filed and recorded in the official public records of Dallas County, Texas on August 22, 2007, instrument number 20070304759;
2. An Easement from Richard A. Knopf and Jean B. Knopf to the City of Lancaster, executed on May 7, 2007, filed and recorded in the official public records of Dallas County, Texas on May 31, 2007, instrument number 20070193963;
3. An Easement from Theresa Jordan Khammash and Ahmad Yasir Khammash to the City of Lancaster, executed on June 19, 2007, filed and recorded in the official public records of Dallas County, Texas on June 21, 2007, instrument number 20070222979;
4. An Easement from Larry Harwell to the City of Lancaster, executed on May 31, 2007, filed and recorded in the official public records of Dallas County, Texas on June 14, 2007, instrument number 20070213714;
5. An Easement from Leonard Thomas Whitlock to the City of Lancaster, executed on March 23, 2007, filed and recorded in the official public records of Dallas County, Texas on April 27, 2007, instrument number 20070150228; and
6. An Easement from Alvin Walters and Bobby Darland to the City of Lancaster, executed on May 29, 2007, filed and recorded in the official public records of Dallas County, Texas on May 31, 2007, instrument number 20070193964.

**WHEREAS**, Assignor desires to assign all its rights, obligations and liabilities as grantee under the above Easements, and Assignee desires to acquire and assume said rights, obligations and liabilities under the Easements.

**NOW, THEREFORE**, Assignor does hereby assign, transfer, set over and deliver, with all warranties, express or implied, unto Assignee all of Assignor's right, title and interest in and to the Easements, including all of the rights, benefits and privileges of the Easements thereunder, but subject to all terms, conditions, reservations and limitations set forth in the Easements or this Assignment.

**TO HAVE AND TO HOLD** this Assignment, together with all and singular the Easement rights and appurtenances thereto in any manner belonging unto said Assignee, successors and assigns forever. But it is expressly understood and agreed that this Assignment is made and accepted with covenant and warranties, either expressed or implied, specifically:

1. This assignment is subject to covenants, warranties, conditions, restrictions, easements, rights-of-way, or other matters listed on Exhibit "A", attached hereto;
2. Assignor hereby assigns with warranties all of its rights and obligations as Grantee under the terms and conditions of the above-listed Easements to Assignee as permitted by said Easements;
3. The terms and provisions of the Easements herein described and this Assignment shall be binding upon, and shall inure to the benefit of the personal representatives, successors, and assigns of Assignee, and Assignee is expressly granted the right to assign said Easements and any rights-of-way of said Easements, or any part thereof of interests therein, and the same shall be divisible among two or more parties as to any right of interest created hereunder;
4. Assignee hereby accepts the Assignment of the rights and obligations of Assignor as grantee under the Easements and agrees to carry out the purposes that the Easements were originally intended to advance;
5. Assignor has provided information, assurances and representations to Assignee that there are no outstanding violations of the Easements as of the date of this Assignment, and Assignee has inspected the Properties and is satisfied that Assignor is in compliance with the terms of the Easements and accepts the Easements in the current conditions;
6. All of the covenants, terms, and conditions set forth herein shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns;
7. This Assignment shall be governed by, construed, and enforced in accordance with the laws of the State of Texas;
8. This Assignment may only be amended, terminated, waived, modified, or changed by the express written agreement of both parties;
9. The waiver by Assignor of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant, or condition herein contained;
10. In case any one or more of the provisions contained in this Assignment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or

unenforceability shall not affect any other provision of the Assignment, and the Assignment shall be construed as if such invalid, illegal, or unenforceable provisions had never been contained herein;

11. Assignor shall be deemed to have waived a right hereunder only if it shall expressly do so in writing;
12. Each right, power, and remedy provided for in this Assignment or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in the Assignment, and the exercise or beginning of the exercise by a party of any one or more of the rights, powers, or remedies provided for in the Assignment or now or hereafter existing at law or in equity or by statute or otherwise shall not preclude the simultaneous or later exercise by said party of any or all such other rights, powers, or remedies;
13. Terms used herein shall be applicable to one or more persons as the case may be, and the singular shall include the plural, and the neuter shall include the masculine and feminine, and if there be more than one, the obligations hereof shall be joint and several. The word "persons" whenever used shall include individuals, firms, associations, and corporations. This Assignment has been freely negotiated by the parties. The language of this Assignment shall in all cases be construed as a whole and in accordance with its fair meaning, and shall not be construed more strictly for or against either party due to authorship or otherwise;
14. Nothing in this Assignment shall be deemed to create or imply an agency or partnership relationship between Assignor and Assignee, and the same is hereby expressly denied;
15. Assignee shall immediately notify Assignor in writing of any defaults or situations that, with the passage of time or required notice, may constitute a default under the terms and conditions of the Easements; and
16. This Assignment may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Assignee of this Assignment and its consent hereto is evidenced by its payment to Assignor of the consideration first recited above.

**TO HAVE AND TO HOLD** unto Assignee, its successors and assigns forever or until released by a recordable instrument.

**EXECUTED** this 9<sup>th</sup> day of January, 2012.

**[SIGNATURES APPEARING ON THE FOLLOWING PAGES]**

**ASSIGNEE:**

**CITY OF DALLAS**  
Mary K. Suhm, City Manager

**APPROVED AS TO FORM:**  
Thomas P. Perkins, Jr., City Attorney

By: \_\_\_\_\_  
Assistant City Manager

By: \_\_\_\_\_  
Assistant City Attorney

**RECOMMENDED:**

By: \_\_\_\_\_  
Jo. M. Puckett, Director of Water Utilities

**THE STATE OF TEXAS**           §  
**COUNTY OF DALLAS**         §

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared \_\_\_\_\_, Assistant City Manager of the City of Dallas, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me execution of the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said City of Dallas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_ day of \_\_\_\_\_, 201\_\_.

\_\_\_\_\_  
Notary Public, State of Texas

**ASSIGNOR:**

CITY OF LANCASTER  
Marcus E. Knight, Mayor

APPROVED AS TO FORM:  
Robert E. Hager, City Attorney

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

By: \_\_\_\_\_  
City Attorney

**THE STATE OF TEXAS**           §  
**COUNTY OF DALLAS**           §

BEFORE ME, the undersigned authority, a Notary Public, in and for said County and State, on this day personally appeared \_\_\_\_\_, City Mayor of the City of Lancaster, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me execution of the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said City of Dallas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_ day of \_\_\_\_\_, 201\_.

\_\_\_\_\_  
Notary Public, State of Texas

**Exhibit "A"**

[Attach any additional covenants, warranties, conditions, restrictions, rights-of-way or other matters, if applicable].

**EASEMENT**

Larry Harwell TO CITY OF LANCASTER  
THE STATE OF TEXAS §  
COUNTY OF DALLAS § KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of One and No/100 Dollars (\$1.00) in hand paid and other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, does hereby grant to the City of Lancaster, its successors and assigns (hereinafter referred to as "Grantee"), a right-of-way of perpetual easement to, at any time and from time to time, lay, construct, maintain, alter, inspect, operate, repair, relocate, change the size of, remove and replace one or more water transmission lines with all incidental equipment for the use of said line or lines, on, over and through lands owned by Grantor or in which Grantor has an interest situated in Dallas County, Texas, to-wit:

SEE EXHIBIT "A" & "B"  
Attached hereto and made a part hereof for all purposes.

It is the intention of the grantors herein to convey to grantee an easement and right-of-way over and under such additional land as may be necessary to give grantee and easement fully Twenty (20') feet in width across grantor's land and at the point where the above described line enters grantor's land and at the point where said line exits from grantor's land.

Grantor further grants and conveys unto Grantee the right of ingress and egress on, over across and through the above-described lands for all purposes necessary or incidental to the exercise of the rights herein granted.

Grantor reserves for themselves, their heirs, or assigns, the right to use and enjoy said lands except as may be necessary for the purposes herein granted, provided Grantor shall not construct or permit to be constructed any house, structure, reservoir or other obstruction or excavation on, over or within said permanent right-of-way and easement and will not change the grade over any pipeline constructed hereunder.

The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Grantor and Grantee, and Grantee is expressly granted the right to assign this right-of-way and easement, or any part thereof of interests therein, and the same shall be divisible among two or more parties as to any right of interest created hereunder.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this agreement and its consent hereto are evidenced by its payment to Grantor of the consideration first recited above.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever or until released by a recordable instrument.

In witness whereof this instrument executed this 31 day of May, 2007.

GRANTOR:

Larry Harwell  
Larry Harwell

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS           §  
  §  
COUNTY OF JOHNSON      §

BEFORE ME, the undersigned authority in and for said Johnson County, Texas, on this day personally appeared Larry Herwell known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 31<sup>st</sup> day of May, 2007.



My Commission Expires:

2-21-2010

A handwritten signature in black ink, appearing to read "James D. Smith".

Notary Public in and for the State of Texas

James D. Smith  
Type or Print Notary's Name

20' WATERLINE EASEMENT  
PROPERTY OF LARRY HARWELL  
MAJOR W. SPENCER SURVEY, ABSTRACT NO. 1288  
DALLAS COUNTY, TEXAS

Page 1 of 2  
January 29, 2007

**FIELD NOTE DESCRIPTION**

BEING a 0.062 acre (2,682 square feet) tract of land situated in the Major W. Spencer Survey, Abstract No. 1288, Dallas County, Texas and being part of that certain tract of land described in the deed to Larry Harwell, as evidenced by the Executors Deed executed July 30, 2004, recorded in Volume 2004154, Page 10401, of the Deed Records of Dallas County, Texas and the Probate Court 32, Cause #04-1215-P2, Probate Records, Dallas County, Texas, said 0.062 acre (2,682 square feet) tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a 3/8 inch iron rod found being the northwesterly corner of the said Harwell tract and being in the easterly right-of-way line of Houston School Road (a variable width right-of-way) for the southwest corner of that certain tract of land described in deed to Jesus M. Vizcarra and wife, Virginia P. Vizcarra, executed July 30, 2004, recorded in Volume 2002049, Page 15338, said Deed Records;

THENCE, NORTH 89°10'52" EAST, along the north line of said Harwell tract and the south line of said Vizcarra tract, a distance of 20.00 feet;

THENCE, SOUTH 01°48'11" EAST, a distance of 133.91 feet;

THENCE, SOUTH 88°11'49" WEST, a distance of 20.00 feet, to a point in the said easterly right-of-way line of Houston School Road;

THENCE, NORTH 01°48'11" WEST, along the said easterly right-of-way line of Houston School Road, a distance of 134.25 feet, to the POINT OF BEGINNING and containing 0.062 acres (2,682 square feet) of land, more or less.

Basis of bearings is the City of Dallas Horizontal Control Network as provided by the City of Dallas, Texas. Coordinates shown are based on NAD 83, Texas State Plane Coordinate System, North Central Zone.

A plat of even survey date accompanies this legal description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

  
\_\_\_\_\_  
Ayub R. Sandhu  
Registered Professional Land Surveyor  
Texas Registration No. 2910



January 29, 2007



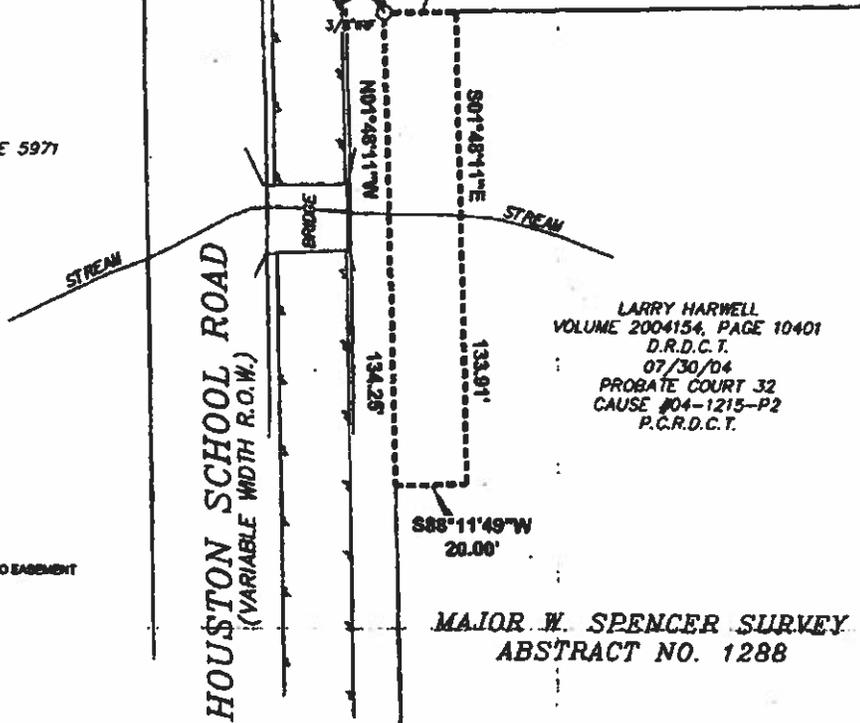
SCALE: 1"=40'

JESUS M. VIZCARRA AND  
WIFE, VIRGINIA P. VIZCARRA  
VOLUME 2002049, PAGE 15338  
D.R.D.C.T.

GRAVEL DRIVE  
N: 8,887,891.0000  
E: 2,490,984.1510  
P.O.B.

N89°10'52"E  
20.00'

SUE BURDEN  
VOLUME 96049, PAGE 5971  
D.R.D.C.T.



LARRY HARWELL  
VOLUME 2004154, PAGE 10401  
D.R.D.C.T.  
07/30/04  
PROBATE COURT 32  
CAUSE #04-1215-P2  
P.C.R.D.C.T.

NOTE:  
AT THE REQUEST OF THE CLIENT NO EASEMENT  
CORNERS WERE SET.

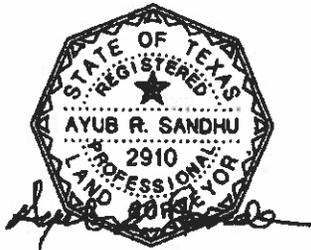
S88°11'49"W  
20.00'

MAJOR W. SPENCER SURVEY  
ABSTRACT NO. 1288

**LEGEND**

P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCING  
O FROM RODPIPE FOUND

WATER EASEMENT  
0.062 ACRE TRACT  
(2,682 SQ. FT.)  
CITY OF LANCASTER  
DALLAS COUNTY, TEXAS



**ARS**  
Engineers, Inc.  
5810 N. Central Expressway, Suite 1000  
Dallas, Texas 75206  
(214) 728-3163 Fax (214) 728-3168

**FILED AND RECORDED**

OFFICIAL PUBLIC RECORDS



*JF*  
John F. Warren, County Clerk  
Dallas County TEXAS

June 14, 2007 01:24:11 PM  
FEE: \$20.00

20070213714





EASEMENT 20070222979  
6 PGS

**EASEMENT**

Theresa Jordan Khammash & TO CITY OF LANCASTER  
Ahmed Yasir Khammash

THE STATE OF TEXAS §

COUNTY OF DALLAS § KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of One and No/100 Dollars (\$1.00) in hand paid and other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, does hereby grant to the City of Lancaster, its successors and assigns (hereinafter referred to as "Grantee"), a right-of-way of perpetual easement to, at any time and from time to time, lay, construct, maintain, alter, inspect, operate, repair, relocate, change the size of, remove and replace one Dallas to Red Oak main not to exceed thirty-six (36) inches in diameter with all incidental equipment for the use of said line or lines, on, over and through lands owned by Grantor or in which Grantor has an interest situated in Dallas County, Texas, to-wit:

SEE EXHIBIT "A" & "B"

Attached hereto and made a part hereof for all purposes.

It is the intention of the grantors herein to convey to grantee an easement and right-of-way over and under such additional land as may be necessary to give grantee and easement fully Fifteen (15') feet in width across grantor's land and at the point where the above described line enters grantor's land and at the point where said line exits from grantor's land.

Grantor further grants and conveys unto Grantee the right of ingress and egress on, over across and through the above-described lands for all purposes necessary or incidental to the exercise of the rights herein granted.

Grantor reserves for themselves, their heirs, or assigns, the right to use and enjoy said lands except as may be necessary for the purposes herein granted, provided Grantor shall not construct or permit to be constructed any house, structure, reservoir or other obstruction or excavation on, over or within said permanent right-of-way and easement and will not change the grade over any pipeline constructed hereunder.

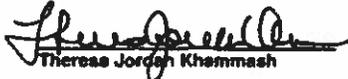
The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Grantor and Grantee, and Grantee is expressly granted the right to assign this right-of-way and easement, or any part thereof of interests therein, and the same shall be divisible among two or more parties as to any right of interest created hereunder.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this agreement and its consent hereto are evidenced by its payment to Grantor of the consideration first recited above.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever or until released by a recordable instrument.

In witness whereof this instrument executed this 19<sup>th</sup> day of June, 2007.

GRANTOR:

  
Theresa Jordan Khammash

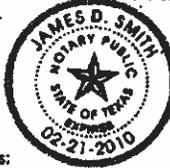
  
Ahmad Yasir Khammash

JOINT ACKNOWLEDGMENT

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS       §

BEFORE ME, the undersigned authority in and for said Dallas County, Texas, on this day personally appeared Theresa Klamanch and Abad Klamanch known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19 day of June, 2007.



James D. Smith  
Notary Public in and for the  
State of Texas

My Commission Expires:

2-21-2010

James D. Smith  
Type or Print Notary's Name

**15' WATERLINE EASEMENT  
PROPERTY OF TERESA & AHMAD KHAMMASH  
W. C. SHELTON SURVEY, ABSTRACT NO. 1284  
DALLAS COUNTY, TEXAS**

**Page 1 of 3  
January 29, 2007**

**FIELD NOTE DESCRIPTION**

**BEING** a 0.020 acre (883 square feet) tract of land situated in the W.C. Shelton Survey, Abstract No. 1284, Dallas County, Texas and being part of that certain tract of land described in the deed to Teresa Jordan Khammash and Ahmad Yasir Khammash, as evidenced by the Deed executed October 10, 1983, recorded in Volume 93202, Page 4460, Deed Records, Dallas County, Texas, said 0.020 acre (883 square feet) tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2 inch iron rod found being the southwest corner of the said Khammash tract, said Deed Records, said rod also being at the intersection of the easterly right-of-way line of Houston School Road (a variable width right-of-way) and the northerly right-of-way line of Reindeer Road (a called 40 foot right-of-way);

**THENCE**, along the said easterly right of way line of Houston School Road and the westerly line of the said Khammash tract, the following courses and distances:

**NORTH 00°59'10" WEST, a distance of 1,450.97 feet;**

**NORTH 04°43'50" EAST, a distance of 100.50 feet;**

**NORTH 00°57'17" WEST, a distance of 26.11 feet, to the POINT OF BEGINNING;**

**THENCE, NORTH 00°57'17" WEST, continuing along the said easterly right-of-way line of Houston School Road and the westerly line of the said Khammash tract, a distance of 58.91 feet, to a point on the north side of Bear Creek, said point being the northwest corner of the said Khammash tract and the southwest corner of that certain tract of land described in the deed to TXU, as evidenced by the Deed recorded in Volume 67052, Page 134, Deed Records, Dallas County, Texas;**

**THENCE, NORTH 89°24'14" EAST, leaving the said easterly right-of-way line of Houston School Road and along the northerly line of the said Khammash tract and the southerly line of said TXU tract a distance of 15.00 feet;**

**THENCE, SOUTH 00°57'17" EAST, a distance of 58.82 feet;**

**THENCE, SOUTH 89°02'43" WEST, a distance of 15.00 feet, to the POINT OF BEGINNING and containing 0.020 acres (883 square feet) of land, more or less.**

January 29, 2007

15' WATERLINE EASEMENT  
PROPERTY OF TERESA & AHMAD KHAMMASH  
W. C. SHELTON SURVEY, ABSTRACT NO. 1284  
DALLAS COUNTY, TEXAS

Page 2 of 3  
January 29, 2007

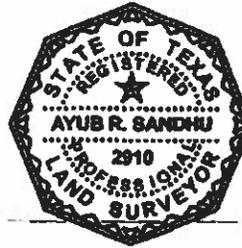
FIELD NOTE DESCRIPTION

Basis of bearings is the City of Dallas Horizontal Control Network as provided by the City of Dallas, Texas. Coordinates shown are based on NAD 83, Texas State Plane Coordinate System, North Central Zone.

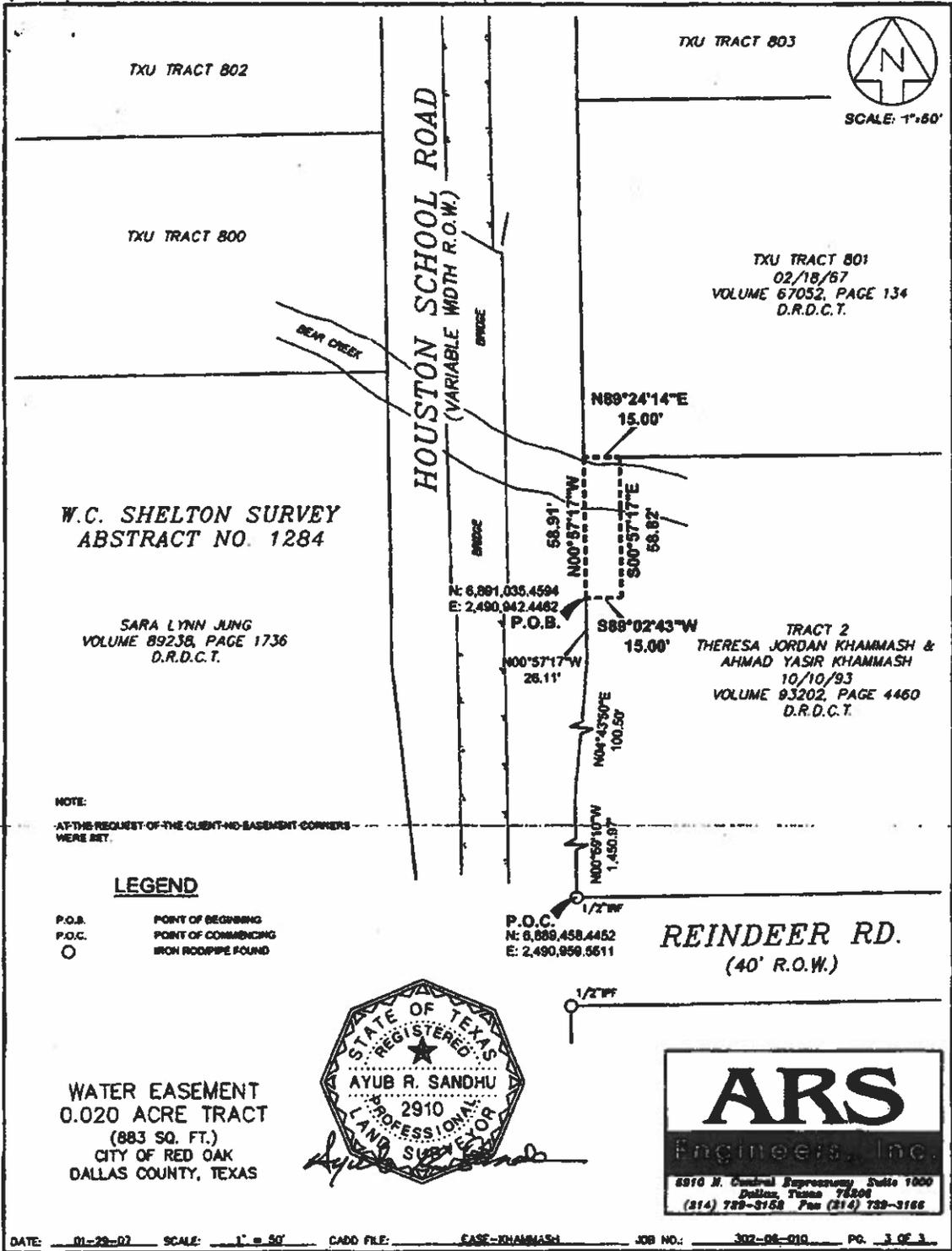
A plat of even survey date accompanies this legal description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu  
Ayub R. Sandhu  
Registered Professional Land Surveyor  
Texas Registration No. 2910



January 29, 2007



W.C. SHELTON SURVEY  
ABSTRACT NO. 1284

SARA LYNN JUNG  
VOLUME 89238, PAGE 1736  
D.R.D.C.T.

TXU TRACT 801  
02/18/67  
VOLUME 67052, PAGE 134  
D.R.D.C.T.

TRACT 2  
THERESA JORDAN KHAMMASH &  
AHMAD YASIR KHAMMASH  
10/10/93  
VOLUME 93202, PAGE 4460  
D.R.D.C.T.

NOTE:  
AT THE REQUEST OF THE CLIENT NO BASEMENT CORNERS  
WERE SET.

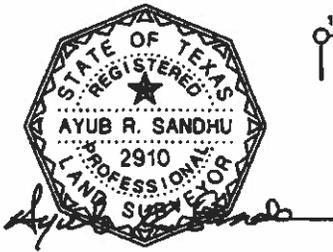
**LEGEND**

P.O.B. POINT OF BEGINNING  
P.O.C. POINT OF COMMENCING  
○ IRON ROD/PIPE FOUND

P.O.C.  
N: 8,889,458.4452  
E: 2,490,959.5611

REINDEER RD.  
(40' R.O.W.)

WATER EASEMENT  
0.020 ACRE TRACT  
(883 SQ. FT.)  
CITY OF RED OAK  
DALLAS COUNTY, TEXAS



**ARS**  
Engineers, Inc.  
5510 N. Central Expressway, Suite 1000  
Dallas, Texas 75206  
(214) 739-3158 Fax (214) 739-3166

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, appearing to read "J. Warren", is written over the printed name.

John F. Warren, County Clerk

Dallas County TEXAS

June 21, 2007 11:06:19 AM

FEE: \$32.00

20070222979



EASEMENT 20070193963  
6 PGS

**EASEMENT**

Richard A. & Jean B. Knopf TO CITY OF LANCASTER

THE STATE OF TEXAS §

COUNTY OF DALLAS §

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of One and No/100 Dollars (\$1.00) in hand paid and other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, does hereby grant to the City of Lancaster, its successors and assigns (hereinafter referred to as "Grantee"), a right-of-way of perpetual easement to, at any time and from time to time, lay, construct, maintain, alter, inspect, operate, repair, relocate, change the size of, remove and replace one or more water transmission lines with all incidental equipment for the use of said line or lines, on, over and through lands owned by Grantor or in which Grantor has an interest situated in Dallas County, Texas, to-wit:

SEE EXHIBIT "A" & "B"

Attached hereto and made a part hereof for all purposes.

It is the intention of the grantors herein to convey to grantee an easement and right-of-way over and under each additional land as may be necessary to give grantee and easement fully Fifteen (15') feet in width across grantor's land and at the point where the above described line enters grantor's land and at the point where said line exits from grantor's land.

Grantor further grants and conveys unto Grantee the right of ingress and egress on, over across and through the above-described lands for all purposes necessary or incidental to the exercise of the rights herein granted.

Grantor reserves for themselves, their heirs, or assigns, the right to use and enjoy said lands except as may be necessary for the purposes herein granted, provided Grantor shall not construct or permit to be constructed any house, structure, reservoir or other obstruction or excavation on, over or within said permanent right-of-way and easement and will not change the grade over any pipeline constructed hereunder.

The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Grantor and Grantee, and Grantee is expressly granted the right to assign this right-of-way and easement, or any part thereof or interests therein, and the same shall be divisible among two or more parties as to any right of interest created hereunder.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this agreement and its consent hereto are evidenced by its payment to Grantor of the consideration first recited above.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever or until released by a recordable instrument.

In witness whereof this instrument executed this 7th day of May, 2007.

GRANTOR:

Richard A. Knopf  
Richard A. Knopf

Jean B. Knopf  
Jean B. Knopf

AFTER RECORDING RETURN TO:  
James Daniels & Associates, Inc  
8716 Vista Way

9239 Vista Way  
Fort Worth, Texas 76128

AFTER RECORDING RETURN TO:  
James Daniels & Associates, Inc  
8716 Vista Way  
Fort Worth, Texas 76128

AFTER RECORDING RETURN TO:  
James Daniels & Associates, Inc  
9239 Vista Way  
Fort Worth, Texas 76128

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for said Dallas County, Texas, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2007.

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

My Commission Expires:

\_\_\_\_\_  
Type or Print Notary's Name

JOINT ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for said Dallas County, Texas, on this day personally appeared RICHARD A. KNOPF and JEAN B. KNOPF known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

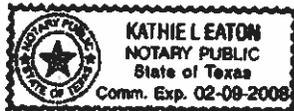
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 7<sup>th</sup> day of MAY, 2007.

Kathie L. Eaton  
Notary Public in and for the State of Texas

My Commission Expires:

KATHIE L. EATON  
Type or Print Notary's Name

2-9-2008



AFTER RECORDING RETURN TO:  
JAMES DAHIELS & ASSOCIATES, INC  
9230 VISTA WAY  
FON TROB, TEXAS 76126

**15' WATERLINE EASEMENT  
PROPERTY OF RICHARD A. AND JEAN B. KNOPF  
ROBERT CRAWFORD SURVEY, ABSTRACT NO. 355  
DALLAS COUNTY, TEXAS**

Page 1 of 3  
February 21, 2007

**FIELD NOTE DESCRIPTION**

**BEING** a 0.025 acre (1,067 square feet) tract of land situated in the Robert Crawford Survey, Abstract No. 355, Dallas County, Texas and being part of that certain tract of land described as Tract 1 in the Warranty Deed to Richard A and Jean B. Knopf, executed November 23, 1999, recorded in Volume 99233, Page 959, of the Deed Records of Dallas County, Texas, said 0.025 acre (1,067 square feet) tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2" iron rod found being the southwest corner of that certain tract of land described in deed to Dellvonne Lemley, as evidenced by the Warranty Deed executed September 18, 1997, recorded in Volume 97183, Page 1784, of the Deed Records of said County, said point also being in the westerly right-of-way line of Parkerville Road (a variable width right-of-way);

**THENCE NORTH 59°31'23" East**, along the said westerly right-of-way of Parkerville Road, passing at a distance of 100.00 feet the southeast corner of the said Lemley tract, said point also being the southwest corner of that certain tract of land described in Warranty Deed to Leonard Thomas Whitlock, executed January 5, 1994, recorded in Volume 94007, Page 3718, of the Deed Records of said County, said point also being at the intersection of the westerly right-of-way of Parkerville Road with the westerly right-of-way line of Houston School Road, continuing in all a total distance of 765.22 feet to a point in the centerline of a creek being the most southeasterly corner of the said Whitlock tract and the most southwesterly corner of the said Knopf tract, said point being the **POINT OF BEGINNING**;

**THENCE NORTH 15°26'09" EAST**, leaving the said westerly right-of-way of Houston School Road, along the centerline of said creek, 21.56 feet to a point;

**THENCE, NORTH 59°31'23" EAST**, leaving the centerline of said creek, a distance of 63.36 feet to a point;

**THENCE, SOUTH 30°28'37" EAST**, a distance of 15.00 feet to a point in the said westerly right-of-way of Houston School Road;

**THENCE, SOUTH 59°31'23" WEST**, along the westerly right-of-way of Houston school Road, a distance of 78.84 feet to the **POINT OF BEGINNING** and containing 0.025 acres (1,067 square feet) of land, more or less.

February 21, 2007

AFTER RECORDING RETURN TO:  
James Daniels & Associates  
9239 Vista  
Fort Worth, TX 76128

**15' WATERLINE EASEMENT  
PROPERTY OF RICHARD A. AND JEAN B. KNOPF  
ROBERT CRAWFORD SURVEY, ABSTRACT NO. 355  
DALLAS COUNTY, TEXAS**

Page 2 of 3  
February 21, 2007

**FIELD NOTE DESCRIPTION**

Basis of bearings is the City of Dallas Horizontal Control Network as provided by the City of Dallas, Texas. Coordinates shown are based on NAD 83, Texas State Plane Coordinate System, North Central Zone.

A plat of even survey date accompanies this legal description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 2-21-07  
Ayub R. Sandhu  
Registered Professional Land Surveyor  
Texas Registration No. 2910



AFTER RECORDING RETURN TO:  
James Daniels & Associates, Inc  
9239 Vista Way  
Fort Worth, Texas 76126

February 21, 2007



SCALE: 1"=30'

ROBERT CRAWFORD SURVEY  
ABSTRACT NO. 355

TRACT I

RICHARD A. & JEAN B. KNOFF  
VOL. 99233, PG. 959  
D.R.D.C.T.  
11/23/99

LEONARD THOMAS WHITLOCK  
VOL. 94007, PG. 3718  
D.R.D.C.T.  
1/05/94

S 30°28'37" E  
15.00'

N 59°31'23" E 63.36'  
78.84'

N 15°26'09" E  
21.56'

P.O.B.  
N: 6897433.492  
E: 2491253.602

DELLYONNE LEMLEY  
VOL. 97183, PG. 1784  
D.R.D.C.T.  
9/18/97

1/2" IRF 100.00'  
N 59°31'23" E

765.22'

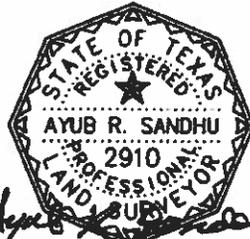
HOUSTON SCHOOL ROAD  
(VARIABLE WIDTH R.O.W.)

NOTE:  
AT THE REQUEST OF THE CLIENT NO EASEMENT  
CORNERS WERE SET.

P.O.C.  
PARKERVILLE ROAD  
(CORNER WITH ROAD)

HOUSTON SCHOOL RD.  
(CORNER WITH ROAD)

WATER EASEMENT  
0.025 ACRE TRACT  
(1,067 SQ. FT.)  
CITY OF LANCASTER  
DALLAS COUNTY, TEXAS



*Ayub R. Sandhu*  
2-21-07

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- IRON ROD/PIPE FOUND

**ARS**  
Engineers, Inc.

8818 N. Central Expressway Suite 1000  
Dallas, Texas 75206  
(214) 739-3162 Fax (214) 739-3169

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, appearing to read "John F. Warren".

John F. Warren, County Clerk

Dallas County TEXAS

May 21, 2007 10:08:49 AM

FEE: \$32.00

20070193963



EASEMENT 20070304759

7 PGS

**EASEMENT**

National Area Preservation TO CITY OF LANCASTER  
Association Inc.

THE STATE OF TEXAS §

COUNTY OF DALLAS § KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of One and No/100 Dollars (\$1.00) in hand paid and other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, does hereby grant to the City of Lancaster, its successors and assigns (hereinafter referred to as "Grantee"), a right-of-way of perpetual easement to, at any time and from time to time, lay, construct, maintain, alter, inspect, operate, repair, relocate, change the size of, remove and replace one or more water transmission lines with all incidental equipment for the use of said line or lines, on, over and through lands owned by Grantor or in which Grantor has an interest situated in Dallas County, Texas, to-wit:

SEE EXHIBIT "A" & "B"

Attached hereto and made a part hereof for all purposes.

It is the intention of the grantors herein to convey to grantee an easement and right-of-way over and under such additional land as may be necessary to give grantee and easement fully Twenty (20') feet in width across grantor's land and at the point where the above described line enters grantor's land and at the point where said line exits from grantor's land.

Grantor further grants and conveys unto Grantee the right of ingress and egress on, over across and through the above-described lands for all purposes necessary or incidental to the exercise of the rights herein granted.

Grantor reserves for themselves, their heirs, or assigns, the right to use and enjoy said lands except as may be necessary for the purposes herein granted, provided Grantor shall not construct or permit to be constructed any house, structure, reservoir or other obstruction or excavation on, over or within said permanent right-of-way and easement and will not change the grade over any pipeline constructed hereunder.

The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Grantor and Grantee, and Grantee is expressly granted the right to assign this right-of-way and easement, or any part thereof of interests therein, and the same shall be divisible among two or more parties as to any right of interest created hereunder.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this agreement and its consent hereto are evidenced by its payment to Grantor of the consideration first recited above.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever or until released by a recordable instrument.

In witness whereof this instrument executed this 17 day of July, 2007.

GRANTOR:  
National Area Preservation Assoc. By:

Executive Director

20070304759

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF DALLAS TRANS §

BEFORE ME, the undersigned authority in and for said Dallas County, Texas, on this day personally appeared Mark Steinhilber known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 19 day of July, 2007.



Jennifer Hanson  
Notary Public in and for the State of Texas

My Commission Expires:

Oct 19, 2010

Jennifer Hanson  
Type or Print Notary's Name

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority in and for said Dallas County, Texas, on this day personally appeared \_\_\_\_\_ known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2007.

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

My Commission Expires:

\_\_\_\_\_  
Type or Print Notary's Name

Notary Public Seal for Jennifer Hanson, State of Texas, My Comm. Exp. October 19, 2010

JOINT ACKNOWLEDGMENT

STATE OF TEXAS  
COUNTY OF DALLAS

§  
§  
§

BEFORE ME, the undersigned authority in and for said Dallas County, Texas, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

My Commission Expires:  
\_\_\_\_\_

\_\_\_\_\_  
Type or Print Notary's Name

Document for 07/12/2007 14:09:09 8172490368 04

**20' WATERLINE EASEMENT  
PROPERTY OF NATURAL AREA PRESERVATION  
ASSOCIATION, INC.  
ROBERT CRAWFORD SURVEY, ABSTRACT NO. 355  
DALLAS COUNTY, TEXAS**

Page 1 of 3  
February 21, 2007

**FIELD NOTE DESCRIPTION**

**BEING** a 0.079 acre (3,427 square feet) tract of land situated in the Robert Crawford Survey, Abstract No. 355, Dallas County, Texas and being part of that certain tract of land described in the Warranty Deed to Natural Area Preservation Association, Inc., executed December 31, 1997, recorded in Volume 97252, Page 5973, of the Deed Records of Dallas County, Texas, said 0.079 acre (3,427 square feet) tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2" iron rod found being the most easterly northeast corner of that certain tract of land described in Warranty Deed to Wilma F. Shields, executed January 30, 1990, recorded in Volume 90020, Page 2692, of the Deed Records of said County, said point also being in the westerly right-of-way line of Houston School Road (a variable width right-of-way):

**THENCE** along the said westerly right-of-way of Houston School Road the following courses and distances:

**NORTH 85°29'36" WEST**, a distance of 81.21 feet;

**NORTH 05°07'35" EAST**, passing at a distance of 59.01 feet a point for corner being the southeast corner of a certain tract of land described in Deed to Wilma F. Shields, executed October 29, 1996, recorded in Volume 96212, Page 4464, of the Deed Records of said County, continuing in all a total distance of 83.99 feet;

**SOUTH 85°06'26" EAST**, a distance of 26.20 feet;

**SOUTH 74°31'26" EAST**, a distance of 24.12 feet;

**NORTH 04°58'05" EAST**, passing at a distance of 116.99 feet a point being the northeast corner of the said Shields tract recorded in Volume 96212, Page 4464, Deed Records of said county, said point also being the southeast corner of a certain tract of land described in Deed to James Lee Oneal, executed October 28, 1986, recorded in Volume 82038, Page 2153, of the Deed Records of said County, continuing in all a total distance of 166.99 feet to a point being the southeast corner of the said Natural Area Preservation Association Inc. tract and the **POINT OF BEGINNING**;

**THENCE NORTH 84°52'26" WEST**, leaving the said westerly right-of-way of Houston School Road and along the south line of the said Natural Area Preservation Association Inc. tract, 20.00 feet to a point;

February 21, 2007

20' WATERLINE EASEMENT  
PROPERTY OF NATURAL AREA PRESERVATION  
ASSOCIATION, INC.  
ROBERT CRAWFORD SURVEY, ABSTRACT NO. 355  
DALLAS COUNTY, TEXAS

Page 2 of 3  
February 21, 2007

**FIELD NOTE DESCRIPTION**

THENCE NORTH 04°58'05" EAST, a distance of 177.36 feet to a point in the center of Ten Mile Creek;

THENCE, SOUTH 53°56'41" EAST, along the centerline of said Ten Mile Creek, a distance of 23.35 feet to a point in the said westerly right-of-way of Houston School Road;

THENCE, SOUTH 04°58'05" WEST, leaving the said center of Ten Mile Creek and along the westerly right-of-way of Houston school Road, a distance of 165.36 feet to the POINT OF BEGINNING and containing 0.079 acres (3,427 square feet) of land, more or less.

Basis of bearings is the City of Dallas Horizontal Control Network as provided by the City of Dallas, Texas. Coordinates shown are based on NAD 83, Texas State Plane Coordinate System, North Central Zone.

A plat of even survey date accompanies this legal description.

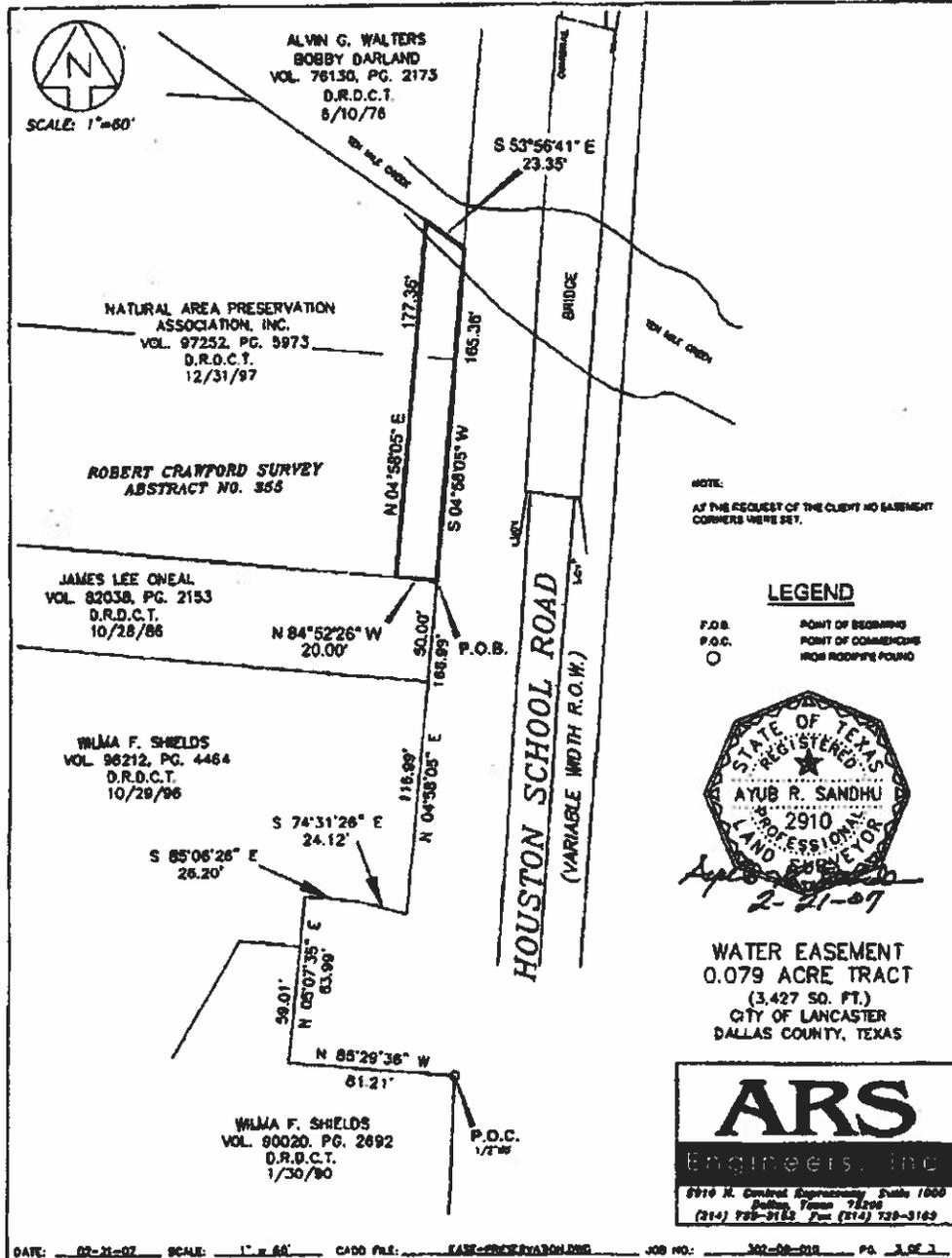
I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

*Ayub R. Sandhu 2-21-07*  
Ayub R. Sandhu  
Registered Professional Land Surveyor  
Texas Registration No. 2910



Received by Daniel Daniels & Assoc., L.L.C. on 7/12/2007 at 14:09:08 (Central Daylight Time)

February 21, 2007



Prepared by: Structures & Bridges, L.L.P., on 7/21/2007 at 10:28:45 AM PC internal to right hand

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, appearing to read "John F. Warren", is written over the printed name.

John F. Warren, County Clerk  
Dallas County TEXAS

August 22, 2007 12:15:38

FEE: \$35.00

20070304759



\$ 32.00



EASEMENT 20070150226

6 PGS

**EASEMENT**

Leonard Thomas Whitlock TO CITY OF LANCASTER

THE STATE OF TEXAS §

COUNTY OF DALLAS § KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of One and No/100 Dollars (\$1.00) in hand paid and other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, does hereby grant to the City of Lancaster, its successors and assigns (hereinafter referred to as "Grantee"), a right-of-way of perpetual easement to, at any time and from time to time, lay, construct, maintain, alter, inspect, operate, repair, relocate, change the size of, remove and replace one or more water transmission lines with all incidental equipment for the use of said line or lines, on, over and through lands owned by Grantor or in which Grantor has an interest situated in Dallas County, Texas, to-wit:

SEE EXHIBIT "A" & "B"

Attached hereto and made a part hereof for all purposes.

It is the intention of the grantors herein to convey to grantee an easement and right-of-way over and under such additional land as may be necessary to give grantee and easement fully Fifteen (15') feet in width across grantor's land and at the point where the above described line enters grantor's land and at the point where said line exits from grantor's land.

Grantor further grants and conveys unto Grantee the right of ingress and egress on, over across and through the above-described lands for all purposes necessary or incidental to the exercise of the rights herein granted.

Grantor reserves for themselves, their heirs, or assigns, the right to use and enjoy said lands except as may be necessary for the purposes herein granted, provided Grantor shall not construct or permit to be constructed any house, structure, reservoir or other obstruction or excavation on, over or within said permanent right-of-way and easement and will not change the grade over any pipeline constructed hereunder.

The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Grantor and Grantee, and Grantee is expressly granted the right to assign this right-of-way and easement, or any part thereof of interests therein, and the same shall be divisible among two or more parties as to any right of interest created hereunder.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this agreement and its consent hereto are evidenced by its payment to Grantor of the consideration first recited above.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever or until released by a recordable instrument.

In witness whereof this instrument executed this 23 day of Nov, 2007.

GRANTOR:

*Leonard Thomas Whitlock*  
Leonard Thomas Whitlock

PLEASE RETURN TO:  
JAMES DANIELS & ASSOCIATES, INC.  
8230 West Hwy  
Fort Worth, Tx 76120

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority in and for said Johnson County, Texas, on this day personally appeared James Whitlock known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 25<sup>th</sup> day of March, 2007.



[Signature]  
Notary Public in and for the State of Texas

My Commission Expires:

02-21-2010

James D. Smith  
Type or Print Notary's Name

JOINT ACKNOWLEDGMENT

STATE OF TEXAS §  
COUNTY OF JOHNSON §

BEFORE ME, the undersigned authority in and for said Johnson County, Texas, on this day personally appeared \_\_\_\_\_ and \_\_\_\_\_ known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

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

My Commission Expires:

\_\_\_\_\_  
Type or Print Notary's Name

PLEASE RETURN TO  
JAMES DANIELS & ASSOCIATES, INC.  
9230 Vista Way  
Ft Worth, Tx 76120

**15' WATERLINE EASEMENT  
PROPERTY OF LEONARD THOMAS WHITLOCK  
ROBERT CRAWFORD SURVEY, ABSTRACT NO. 355  
DALLAS COUNTY, TEXAS**

**Page 1 of 3  
February 21, 2007**

**FIELD NOTE DESCRIPTION**

**BEING** a 0.041 acre (1,787 square feet) tract of land situated in the Robert Crawford Survey, Abstract No. 355, Dallas County, Texas and being part of that certain tract of land described in the Warranty Deed to Leonard Thomas Whitlock, executed January 5, 1994, recorded in Volume 94007, Page 3718, of the Deed Records of Dallas County, Texas, said 0.041 acre (1,787 square feet) tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a 1/2" iron rod found being the southwest corner of that certain tract of land described in Warranty Deed to Dellvonne Lemley, as evidenced by the Warranty Deed executed September 18, 1997, recorded in Volume 97183, Page 1784, said point also being in the westerly right-of-way line of Parkerville Road (a variable width right-of-way);

**THENCE NORTH 59°31'23" EAST**, along the said westerly right-of-way of Parkerville Road, passing at a distance of 100.00 feet the southeast corner of the said Lemley tract, said point also being the southwest corner of the said Whitlock tract, said point also being at the intersection of the westerly right-of-way of Parkerville Road with the westerly right-of-way line of Houston School Road, continuing in all a total distance of 653.59 feet to the **POINT OF BEGINNING**;

**THENCE NORTH 30°28'37" WEST**, leaving the said westerly right-of-way of Houston School Road, 15.00 feet to a point;

**THENCE, NORTH 59°31'23" EAST**, a distance of 127.09 feet to a point in the centerline of a creek;

**THENCE, SOUTH 15°26'09" WEST**, along the centerline of said creek, a distance of 21.56 feet to a point in the said westerly right-of-way of Houston School Road;

**THENCE, SOUTH 59°31'23" WEST**, leaving the centerline of said creek and along the westerly right-of-way of Houston school Road, a distance of 111.65 feet to the **POINT OF BEGINNING** and containing 0.041 acres (1,787 square feet) of land, more or less.

February 21, 2007

15' WATERLINE EASEMENT  
PROPERTY OF LEONARD THOMAS WHITLOCK  
ROBERT CRAWFORD SURVEY, ABSTRACT NO. 355  
DALLAS COUNTY, TEXAS

Page 2 of 3  
February 21, 2007

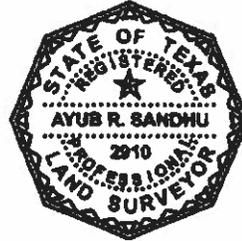
**FIELD NOTE DESCRIPTION**

Basis of bearings is the City of Dallas Horizontal Control Network as provided by the City of Dallas, Texas. Coordinates shown are based on NAD 83, Texas State Plane Coordinate System, North Central Zone.

A plat of even survey date accompanies this legal description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

Ayub R. Sandhu 2-21-07  
Ayub R. Sandhu  
Registered Professional Land Surveyor  
Texas Registration No. 2910



February 21, 2007



SCALE: 1"=30'

ROBERT CRAWFORD SURVEY  
ABSTRACT NO. 355

TRACT I

RICHARD A. &  
JEAN B. KNOPF  
VOL. 99233, PG. 959  
D.R.D.C.T.  
11/23/99

LEONARD THOMAS WHITLOCK  
VOL. 94007, PG. 3718  
D.R.D.C.T.  
1/05/94

S 15°26'09" W  
21.56'

127.09'

N 59°31'23" E  
111.65'

N 30°28'37" W  
15.00'

S 59°31'23" W

HOUSTON SCHOOL ROAD  
(VARIABLE WIDTH R.O.W.)

P.O.B.

N: 6897376.874  
E: 2491157.395

DELLYONNE LEMLEY  
VOL. 97183, PG. 1784  
D.R.D.C.T.  
9/18/97

1/2" IRF 100.00'  
N 59°31'23" E

653.59'

NOTE:

AT THE REQUEST OF THE CLIENT NO EASEMENT  
CORNERS WERE SET.

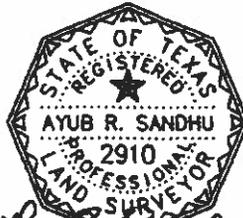
LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- IRON ROD/PIPE FOUND

P.O.C.  
PARKERVILLE ROAD  
(VARIABLE WIDTH R.O.W.)

HOUSTON SCHOOL RD.  
(VARIABLE WIDTH R.O.W.)

WATER EASEMENT  
0.041 ACRE TRACT  
(1,787 SQ. FT.)  
CITY OF LANCASTER  
DALLAS COUNTY, TEXAS



*Ayub R. Sandhu*  
2-21-07

**ARS**  
Engineers, Inc.

6810 N. Central Expressway Suite 1000  
Dallas, Texas 75206  
(214) 750-2165 Fax (214) 750-3169

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, appearing to read "John F. Warren", is written over the printed name.

John F. Warren, County Clerk  
Dallas County TEXAS

April 27, 2007 09:28:47 AM

FEE: \$32.00

20070150228



EASEMENT 20070193964

2 PGS

**EASEMENT**

Alvin Walters & Bobby Darland TO CITY OF LANCASTER

THE STATE OF TEXAS §

COUNTY OF DALLAS § KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned (hereinafter referred to as "Grantor", whether one or more), for and in consideration of the sum of One and No/100 Dollars (\$1.00) in hand paid and other good and valuable consideration, the receipt of and sufficiency of which is hereby acknowledged, does hereby grant to the City of Lancaster, its successors and assigns (hereinafter referred to as "Grantee"), a right-of-way of perpetual easement to, at any time and from time to time, lay, construct, maintain, alter, inspect, operate, repair, relocate, change the size of, remove and replace one or more water transmission lines with all incidental equipment for the use of said line or lines, on, over and through lands owned by Grantor or in which Grantor has an interest situated in Dallas County, Texas, to-wit:

SEE EXHIBIT "A" & "B"

Attached hereto and made a part hereof for all purposes.

It is the intention of the grantors herein to convey to grantee an easement and right-of-way over and under such additional land as may be necessary to give grantee and easement fully Twenty (20') feet in width across grantor's land and at the point where the above described line enters grantor's land and at the point where said line exits from grantor's land.

Grantor further grants and conveys unto Grantee the right of ingress and egress on, over across and through the above-described lands for all purposes necessary or incidental to the exercise of the rights herein granted.

Grantor reserves for themselves, their heirs, or assigns, the right to use and enjoy said lands except as may be necessary for the purposes herein granted, provided Grantor shall not construct or permit to be constructed any house, structure, reservoir or other obstruction or excavation on, over or within said permanent right-of-way and easement and will not change the grade over any pipeline constructed hereunder.

The terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns of Grantor and Grantee, and Grantee is expressly granted the right to assign this right-of-way and easement, or any part thereof or interests therein, and the same shall be divisible among two or more parties as to any right of interest created hereunder.

This agreement may be executed in counterparts and shall be binding upon each party executing any counterpart. The acceptance by Grantee of this agreement and its consent hereto are evidenced by its payment to Grantor of the consideration first recited above.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever or until released by a recordable instrument.

In witness whereof this instrument executed this 29 day of May, 2007.

GRANTOR:

*Alvin Walters*  
Alvin Walters

*Bobby Darland*  
Bobby Darland

JOINT ACKNOWLEDGMENT

STATE OF TEXAS           §  
  §  
COUNTY OF JOHNSON    §

BEFORE ME, the undersigned authority in and for said Johnson County, Texas, on this day personally appeared Anna Walters and Barney D. Walters known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29<sup>th</sup> day of May, 2007.



My Commission Expires  
2-21-2010

  
Notary Public in and for the  
State of Texas  
James D. Smith  
Type or Print Notary's Name



**20' WATERLINE EASEMENT  
PROPERTY OF ALVIN G. WALTERS  
AND BOBBY DARLAND  
ROBERT CRAWFORD SURVEY, ABSTRACT NO. 355  
DALLAS COUNTY, TEXAS**

Page 1 of 3  
February 15, 2007

**FIELD NOTE DESCRIPTION**

**BEING** a 0.089 acre (3,887 square feet) tract of land situated in the Robert Crawford Survey, Abstract No. 355, Dallas County, Texas and being part of that certain tract of land described in the deed to Alvin G. Walters and Bobby Darland, as evidenced by the Warranty Deed executed June 10, 1976, recorded in Volume 76130, Page 2173, of the Deed Records of Dallas County, Texas, said 0.089 acre (3,887 square feet) tract of land being more particularly described by metes and bounds as follows:

**COMMENCING** at a point being the northwest corner of the aforesaid Walters tract and the northeast corner of that certain tract of land described in deed to Luis and Gracie R. Lopez, as evidenced by the Warranty Deed executed August 5, 1992, recorded in Volume 92153, Page 2856, of the Deed Records of said County, said point also being in the southerly right-of-way line of Main Street (a variable width right-of-way), from which a ½" iron rod found bears North 31°11'17" East, a distance of 9.16 feet;

**THENCE SOUTH 31°30'41" EAST**, along the said southerly right-of-way of Main Street, a distance of 251.35 feet to a point, said point being the intersection of the southerly right-of-way of Main Street with the westerly right-of-way of Houston School Road (a variable width right-of-way);

**THENCE SOUTH 10°57'41" EAST**, leaving the said southerly right-of-way of Main Street, and along the said westerly right-of-way of Houston School Road, a distance of 120.70 to the **POINT OF BEGINNING**;

**THENCE, SOUTH 04°58'05" WEST**, along the said westerly right-of-way of Houston School Road, a distance of 200.36 feet to a point in the center of Ten Mile Creek, said point being the southeast corner of the said Walters tract and the northeast corner of that certain tract of land described in deed to Natural Area Preservation Association, Inc, as evidenced by the Warranty Deed executed December 31, 1997, recorded in Volume 97252, Page 5973, of the Deed Records of said County;

**THENCE, NORTH 53°56'41" WEST**, leaving the said westerly right-of-way of Houston school Road, and along the center of said Ten Mile Creek, a distance of 23.35 feet;

**THENCE, NORTH 04°58'05" EAST**, leaving the center of said Ten Mile Creek, a distance of 188.30 feet;

**THENCE, SOUTH 85°01'55" EAST**, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 0.089 acres (3,887 square feet) of land, more or less.

February 15, 2007

20' WATERLINE EASEMENT  
PROPERTY OF ALVIN G. WALTERS  
AND BOBBY DARLAND  
ROBERT CRAWFORD SURVEY, ABSTRACT NO. 355  
DALLAS COUNTY, TEXAS

Page 2 of 3

February 15, 2007

**FIELD NOTE DESCRIPTION**

Basis of bearings is the City of Dallas Horizontal Control Network as provided by the City of Dallas, Texas. Coordinates shown are based on NAD 83, Texas State Plane Coordinate System, North Central Zone.

A plat of even survey date accompanies this legal description.

I, Ayub R. Sandhu, a Registered Professional Land Surveyor, hereby certify that the legal description hereon and the accompanying plat represent an actual survey made on the ground under my supervision.

*Ayub R. Sandhu* 2-15-07

Ayub R. Sandhu  
Registered Professional Land Surveyor  
Texas Registration No. 2910



February 15, 2007



SCALE: 1"=40'

LUIS LOPEZ &  
GRACIE R. LOPEZ  
VOL. 92153, PG. 2856  
D.R.D.C.T.  
8/05/92

1/2" IRON  
PIPE  
M317117°E, 9.16'

MAIN STREET  
(VARIABLE WIDTH R.O.W.)  
S 31°30'41" E  
P.O.C.

S 85°01'55" E  
20.00'

S 10°51'41" E  
120.70'

N. 6.899639.39  
E: 2.491602.46  
P.O.B.

ALVIN G. WALTERS  
BOBBY DARLAND  
VOL. 76130, PG. 2173  
D.R.D.C.T.  
6/10/76

ROBERT CRAWFORD SURVEY  
ABSTRACT NO. 355

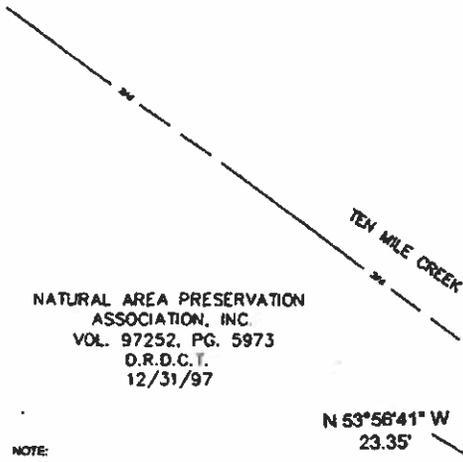
N 04°58'05" E

S 04°58'05" W

188.30'

200.36'

HOUSTON SCHOOL ROAD  
(VARIABLE WIDTH R.O.W.)



NATURAL AREA PRESERVATION  
ASSOCIATION, INC.  
VOL. 97252, PG. 5973  
D.R.D.C.T.  
12/31/97

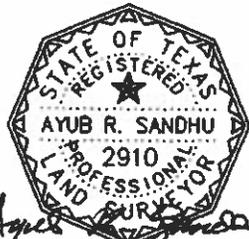
NOTE:

AT THE REQUEST OF THE CLIENT NO EASEMENT  
CORNERS WERE SET.

**LEGEND**

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- IRON ROD/PIPE FOUND

WATER EASEMENT  
0.089 ACRE TRACT  
(3,887 SQ. FT.)  
CITY OF LANCASTER  
DALLAS COUNTY, TEXAS



*Ayub R. Sandhu*  
2-15-07

**ARS**  
Engineers, Inc.

5910 N. Central Expressway Suite 1000  
Dallas, Texas 75206  
(214) 799-3166 Fax (214) 799-3169

**FILED AND RECORDED**



OFFICIAL PUBLIC RECORDS

A handwritten signature in black ink, appearing to be "J. Warren".

John F. Warren, County Clerk

Dallas County TEXAS

May 31, 2007 10:00:49 AM

FEE: \$32.00

20070193964

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 9, 2012

**11**  
AG12-011

**Discuss and consider a resolution authorizing the Mayor to sign and execute the Declaration of Covenants, Conditions, and Restrictions deed for property within the City's golf course that is bounded on the westerly side of Ten Mile Creek and nature area which is an active flood plain.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Quality Development**

**Background**

In 2001, the City of Lancaster agreed to file a Declaration of Covenants, Conditions, and Restrictions ("deeds") for two parcels of land within the City's golf course. This was part of a tree mitigation effort in collaboration with the Texas Department of Transportation (TxDOT). The tree mitigation process was to allow TxDOT to plant additional trees in the area from another project where trees had been removed and preserve the trees in this designated area to remain in a natural state. The tree mitigation process lasted from 2001 until 2003. The deeds were never filed with the Dallas County Land Records Office as agreed upon. TxDOT is now requesting that the City of Lancaster file the deeds for these parcels as soon as possible to fulfill their obligation.

**Considerations**

- **Operational** - The deeds for the two parcels of land are to be filed with the Dallas County Clerks office within the Land Records Division detailing the boundaries of the properties. The Planning Division of the Development Services Department facilitates the research and maintenance of certain land records for the City as it relates to platting for city owned property. However, the actual research was conducted through the City Secretary's office, Parks and Recreation, and Public Works to gather all the necessary documents to file the deeds.
- **Legal** - The City Attorney has prepared the resolution. The City Council, as a governing body, can receive and/or convey property through the adoption of a resolution approving the deemed action. The attached Declaration of Covenants, Conditions and Restrictions prohibit future development of the property and these covenants are imposed upon the land to cover any future sales or transfer of property.

- **Financial** – The area was dedicated at no cost to the City. The City is responsible for routine filing fees.
- **Public Information** – There is no notice required.

**Options/Alternatives**

1. Approve the resolution as presented.
2. Deny the resolution and direct staff.

**Recommendation**

Staff recommends approval of the resolution as presented.

**Attachments**

- Resolution
- Declaration of Covenants, Conditions, and Restrictions with attachments

**Prepared and submitted by:**  
Nathaniel Barnett, Senior Planner

**Date:** December 28, 2011

**RESOLUTION NO. 2012-01-09**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LANCASTER; AUTHORIZING THE MAYOR TO SIGN AND EXECUTE THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS DEED FOR PROPERTY THAT IS BOUNDED ON THE WESTERLY SIDE OF TEN MILE CREEK AND NATURE AREA WHICH IS AN ACTIVE FLOOD PLAIN; PROVIDING FOR THE FURNISHING OF A CERTIFIED COPY OF THIS RESOLUTION FOR RECORDING IN THE REAL PROPERTY RECORDS OF DALLAS COUNTY, TEXAS, AS A DEED; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, City of Lancaster, a home-rule municipality, is the owner of a parcel of land located within the City of Lancaster (“City”); and,

**WHEREAS**, the Property is bounded on the westerly side of Ten Mile Creek and nature area which is an active flood plain area; and

**WHEREAS**, in order to preclude and restrict future development of the Property that places an appropriate burden on Ten Mile Creek and future development of surrounding properties, the City desires to impose certain restrictions on the use and development of a portion of the Property to prohibit such future development within the Declaration of Covenants, Conditions, and Restrictions (“Declaration”), attached as Exhibit “A”; and

**WHEREAS**, the City finds that such Declaration, as depicted on the attached Exhibit “A” is for a public purpose and safety;

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

**SECTION 1.** That the City of Lancaster hereby finds and determines that it is in the best interest of the public health, safety and welfare to declare certain covenants, conditions, and restrictions on the property that is bounded on the westerly side of Ten Mile Creek and nature area which is an active flood plain area, described in Exhibit “A” attached hereto and incorporated herein, to ensure that the property remains in a natural state.

**SECTION 2.** That if it is later determined that there are any errors in the descriptions contained herein or if later surveys contain more accurate revised descriptions, the City Manager or her designee is authorized to have such errors corrected or revisions made without the necessity of obtaining City Council approval.

**SECTION 3.** That the Mayor be and is hereby authorized to sign and execute the Deed, attached hereto and incorporated herein as Exhibit “A” by and on behalf of the City.

**SECTION 4.** That the City Secretary is authorized and directed to file a certified copy of this Resolution and the accompanying Deed for recording in the real property records of Dallas County, Texas.

**SECTION 5.** That this Resolution shall take effect immediately from and after its adoption and execution.

**DULY PASSED** by the City Council of the City of Lancaster, Texas, this the 9<sup>th</sup> day of January 2012.

**APPROVED:**

\_\_\_\_\_  
MARCUS E. KNIGHT, MAYOR

**ATTEST:**

\_\_\_\_\_  
DOLLE K. DOWNE, CITY SECRETARY

**APPROVED AS TO FORM:**

\_\_\_\_\_  
ROBERT E. HAGER, CITY ATTORNEY

**EXHIBIT "A"**

**(Attach a copy of the Declaration of Covenants, Conditions, and Restrictions and legal description)**

After Recording, Return to:  
Robert E. Hager  
Nichols, Jackson, Dillard, Hager & Smith, LLP  
1800 Lincoln Plaza  
500 N. Akard  
Dallas, Texas 75201

---

(Space Above For Recorder's Use Only)

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER**

**THE STATE OF TEXAS    §  
  §  
COUNTY OF DALLAS    §**

**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "Declaration") is made and entered by City of Lancaster, a Texas Home Rule City, (hereafter referred to as "Declarant").

**RECITALS**

WHEREAS, Declarant, is the owner of the Property, as defined below; and,

WHEREAS, the Property is bounded on the westerly side of Ten Mile Creek and nature area which is an active flood plain area; and,

WHEREAS, in order to preclude and restrict future development of the Property that places an appropriate burden on Ten Mile Creek and future development of surrounding properties, Declarant desires to impose certain restrictions on the use and development of a portion of the Property to prohibit;

**NOW, THEREFORE,** Declarant adopts, establishes and imposes the following covenants, conditions and restrictions upon the Property and declares that the Property and all portions thereof are and shall be held, transferred, assigned, sold, conveyed and occupied subject to all such covenants, conditions, and restrictions.

**I. Definitions**

Unless otherwise defined in this Declaration, the following words or phrases when used in this Declaration (unless the context shall otherwise clearly indicate or prohibit) shall have the following meanings:

“Development” shall mean the physical extension and/or construction of urban uses. Development activities include: subdivision of land; construction or alteration of structures, roads, utilities, and other facilities; installation of septic systems; grading; deposit of refuse, debris, or fill materials; and clearing of natural vegetation (with the exception of agricultural activities). Routine repair and maintenance activities are exempt.

“Buffer Area” means the area of the Property located within one thousand (1,000) feet of the center line of the Ten Mile Creek, adjacent to said property, as it exists on the Effective Date.

“City” means the City of Lancaster, Texas.

“City’s Comprehensive Zoning Ordinance” means the Lancaster Development Code and Comprehensive Zoning Ordinance, duly passed by the governing body of the City of Lancaster on the 24<sup>th</sup> day of April, 2006, as heretofore amended, and as may be amended or succeeded on or after the effective date of this Declaration.

“Declarant” means, the City of Lancaster.

“Property” means an approximately 3.1066 acre tract of land located in the Lancaster Country View Golf Course area, and more particularly described in Exhibit “A”, attached hereto and incorporated herein by reference.

## **II. Covenants**

The Property shall be owned, held, leased, transferred, sold, mortgaged and conveyed by the Declarant and the Owners subject to the following covenants and restrictions to wit:

At no time shall the Buffer Area or any lot or tract constituting a portion of the Buffer Area, or any building or structure constructed or located on the Buffer Area or on any lot or tract constituting a portion of the Buffer Area, be used for or developed; provided, however, this Declaration does not prohibit the development and use of the Buffer Area for a nature area or use in conjunction with the playable area of the Lancaster Countryview Golf Course.

## **III. Effective Date; Term**

This Declaration shall be effective on the date signed by the Declarant (“the Effective Date”), shall continue in full force and effect for a period of twenty (20) years from the Effective Date, and shall automatically be extended for additional periods of ten (10) years unless amended or terminated in the manner specified in this Declaration.

## **IV. Amendment; Termination**

This Declaration may be amended or terminated only after approval by the City Council of the City, which approval shall be evidenced by a written resolution of City’s City Council duly executed by the City’s then mayor. The amending or terminating instrument must be approved as to form by City’s city attorney. If the City Council approves a resolution authorizing an amendment or termination of this Declaration, the amending or terminating

instrument must be filed along with the above described resolution in the Official Public Records of Dallas County, Texas, before the amendment or termination becomes effective.

#### **V. City Legislative Authority**

This Declaration is not intended to, and does not, restrict the right of the City Council of the City to exercise its legislative duties and powers insofar as the Property is concerned.

#### **VI. Enforcement**

Declarant acknowledges and agrees this Declaration and the covenants and restrictions contained herein inure to the benefit of the City. Declarant has the right to enforce this Declaration and any covenants and restrictions contained herein by any lawful means, including filing an action in a court of competent jurisdiction, at law or in equity, against the person violating or attempting to violate this Declaration, either to prevent the violation or to require its compliance. For further remedy, Declarant, for itself, its successors and assigns, agrees that it may withhold any building permits, development approvals, certificates of occupancy and/or final inspections necessary for a lawful use within the Buffer Area until such use is in full compliance with this Declaration. The right of the City to enforce this Declaration shall not be waived or released, expressly or otherwise, except pursuant to an amendment or termination approved in accordance with the provisions hereof.

#### **VII. Covenants Run with the Land**

The provisions of this Declaration are hereby declared covenants running with the land and are fully binding on all successors, heirs, and assigns of the Declarant who acquire any right, title, or interest in or to the Property, or any part thereof. Any person who acquires any right, title, or interest in or to the Property, or any part thereof, thereby agrees and covenants to abide by and fully perform the provisions of this document regardless of whether or not this Declaration is expressly referenced in any deed, deed of trust, security agreement or other document conveying an interest in the Property or any portion thereof.

#### **VIII. Jurisdiction; Venue**

Declarant understands and agrees this Declaration shall be governed by the laws of the State of Texas. Venue for any action arising under the terms and conditions of this Declaration shall lie in the state courts located in Dallas County, Texas.

#### **IX. No Liens**

Declarant certifies and represents that there are no mortgages or liens, other than liens for ad valorem taxes, against the Property.

#### **X. Severability**

The invalidation of any provision in this Declaration by any court shall in no way affect any other provision, which shall remain in full force and effect, and to this end the provisions are declared to be severable.

EXECUTED this the 9<sup>th</sup> day of January, 2012.

DECLARANT:

The City of Lancaster, Texas

By: \_\_\_\_\_  
Marcus E. Knight  
Mayor

ACKNOWLEDGMENT OF DECLARANT

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF DALLAS    §

This instrument was acknowledged before me on the 9<sup>th</sup> day of January 2012, by \_\_\_\_\_, \_\_\_\_\_ of the City of Lancaster, Texas, for and on behalf of such partnership as the Declarant.

\_\_\_\_\_  
Notary Public, State of Texas

**EXHIBIT "A"**  
**DESCRIPTION OF PROPERTY**

COUNTY: DALLAS  
LANCASTER GOLF COURSE

I, Brian C. Wright, Registered Professional Land Surveyor, do hereby verify that this boundary description correctly represents the results of a survey made on the ground.



*Brian C. Wright* 3/27/01  
Brian C. Wright R.P.L.S. 4560  
March 1, 2001

**PROPERTY DESCRIPTION FOR TRACT 1**

Being 2.0766 acres of land, more or less, situated in the E. Bader Survey, Abstract No. 87, Dallas County, Texas, being a part of that called 171 acre tract of land, conveyed to Lawrence E. Moffitt, by deed dated June 27, 1984, recorded in Volume 84126, Page 2516 of the Deed Records of Dallas County, Texas, said 2.0766 acres of land, more or less, is more particularly described by metes and bounds as follows:

COMMENCING at the southwest corner of said E. Bader Survey, same being the northwest corner of the William C. Walker Survey, Abstract No. 1034, and also being a southwesterly corner of the City of Lancaster tract as recorded in Volume 87225, Pg. 4224 of said Deed Records;

THENCE, North 41°56'49" East, a distance of 1165.18 feet to the POINT OF BEGINNING of the herein described tract, said corner being on a common line of the said Moffitt tract and said City of Lancaster tract;

- (1). THENCE, along said common line, North 45°27'35" West, a distance of 227.00 feet to a point for corner;
- (2). THENCE, continuing along said common line, North 26°45'54" East, a distance of 297.25 feet to a point for corner;
- (3). THENCE, continuing along said common line, North 06°56'00" East, a distance of 89.00 feet to a point for corner;
- (4). THENCE, continuing along said common line, South 88°27'54" East, a distance of 123.00 feet to a point for corner;
- (5). THENCE, continuing along said common line, South 38°02'08" East, a distance of 100.00 feet to a point for corner;
- (6). THENCE, continuing along said common line, South 34°29'10" West, a distance of 173.00 feet to a point for corner;

**COUNTY: DALLAS  
LANCASTER GOLF COURSE**

**PROPERTY DESCRIPTION FOR TRACT 1 (Cont.)**

- (7). THENCE, continuing along said common line, South 20°59'23" East, a distance of 150.00 feet to a point for corner;
- (8). THENCE, continuing along said common line, South 39°42'53" West, a distance of 192.75 feet to the POINT OF BEGINNING and containing 90,456 square feet or 2.0766 acres of land within these metes and bounds as recited;

**NOTES:**

- 1.) Bearings are based upon the south line of the E. Bader Survey, Abstract No. 87, as recorded in Volume 87225, Page 4224 of said Deed Records
- 2.) A plat of even survey date herewith accompanies this legal description.

GRAPHIC SCALE



( IN FEET )

1 Inch = 100 Ft.



**E. BADER SURVEY  
ABSTRACT NO. 87**

City of Lancaster  
Vol. 87225, Pg. 4224  
D.R.D.C.T.

City of Lancaster  
Vol. 87225, Pg. 4224  
D.R.D.C.T.

Lawrence E. Moffitt  
Vol. 84126, Pg. 2516  
D.R.D.C.T.

90456 sq. ft  
2.0766 Acres



LEGEND

- EXISTING ROW LINE
  - PROPERTY LINE
  - COUNTY LINE
  - PROPOSED ROW LINE
  - SURVEY LINE
  - X-X- FENCE LINE
  - CITY LIMITS
  - EASEMENTS
  - RAILROAD
  - STRUCTURE
  - SET TOOT TYPE "H" ROW MONUMENT
  - FOUND MONUMENTATION
  - SET 5/8" IRON ROD W/ CAP UNLESS OTHERWISE NOTED
- [BEARING - DISTANCE]

P.O.B.  
P.O.C.

**WILLIAM C. WALKER SURVEY  
ABSTRACT NO. 1034**

NOTES:

BEARINGS BASED ON THE SOUTH LINE OF THE E. BADER SURVEY, ABSTRACT NO. 87, AS RECORDED IN VOLUME 87225, PG. 4224, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HERewith ACCOMPANIES THIS PLAT.

PAGE 3 OF 3

ACCOUNT NO.	<b>EXHIBIT "A"</b> <b>TRACT NO. 1</b> <b>LAWRENCE E. MOFFITT</b>	COUNTY DALLAS
DISTRICT DALLAS	CSJ.	DATE OF SURVEY FEB, 2001
AREA TO BE ACQUIRED		2.0766 Ac.

COUNTY: DALLAS  
LANCASTER GOLF COURSE



I, Brian C. Wright, Registered Professional Land Surveyor, do hereby verify that this boundary description correctly represents the results of a survey made on the ground.

*Brian C. Wright*      3/27/01  
Brian C. Wright      R.P.L.S. 4560  
March 1, 2001

**PROPERTY DESCRIPTION FOR TRACT 2**

Being 1.0311 acres of land, more or less, situated in the E. Bader Survey, Abstract No. 87, Dallas County, Texas, and the William C. Walker Survey, Abstract No. 1034, Dallas County, Texas, being a part of that called 139.347 acre tract of land, conveyed to The City of Lancaster, by deed dated November 19, 1987, recorded in Volume 87225, Page 4224 of the Deed Records of Dallas County, Texas, said 1.0311 acres of land, more or less, is more particularly described by metes and bounds as follows:

COMMENCING at the southwest corner of said E. Bader Survey, same being the northwest corner of the William C. Walker Survey, Abstract No. 1034, and also being a southwesterly corner of the City of Lancaster tract as recorded in Volume 87225, Pg. 4224 of said Deed Records;

THENCE, North 56°44'24" East, a distance of 2221.01 feet to the POINT OF BEGINNING of the herein described tract;

- (1). THENCE, North 72°58'50" East, a distance of 81.48 feet to a point for corner;
- (2). THENCE, South 78°22'29" East, a distance of 113.89 feet to a point for corner;
- (3). THENCE, South 75°28'35" East, a distance of 242.77 feet to a point for corner;
- (4). THENCE, South 59°22'31" East, a distance of 110.73 feet to a point for corner;
- (5). THENCE, South 40°09'32" East, a distance of 108.04 feet to a point for corner;
- (6). THENCE, South 69°54'31" East, a distance of 65.75 feet to a point for corner;
- (7). THENCE, South 31°22'34" West, a distance of 43.98 feet to a point for corner;
- (8). THENCE, North 64°19'23" West, a distance of 159.93 feet to a point for corner;
- (9). THENCE, North 67°25'30" West, a distance of 337.42 feet to a point for corner;

**COUNTY: DALLAS  
LANCASTER GOLF COURSE**

**PROPERTY DESCRIPTION FOR TRACT 2 (Cont.)**

- (10). THENCE, North 69°50'29" West, a distance of 115.80 feet to a point for corner;
- (11). THENCE, North 72°18'57" West, a distance of 67.05 feet to the POINT OF BEGINNING and containing 44,840 square feet or 1.03 acres of land within these metes and bounds as recited;

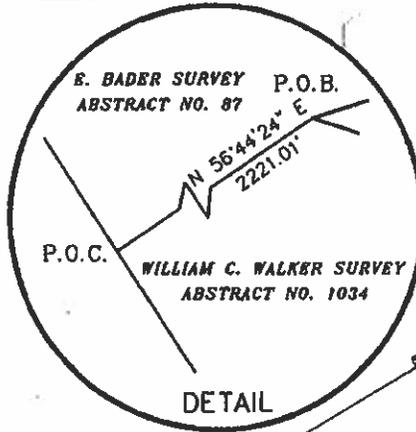
**NOTES:**

- 1.) Bearings are based upon the south line of the E. Bader Survey, Abstract No. 87, as recorded in Volume 87225, Page 4224 of said Deed Records
- 2.) A plat of even survey date herewith accompanies this legal description.

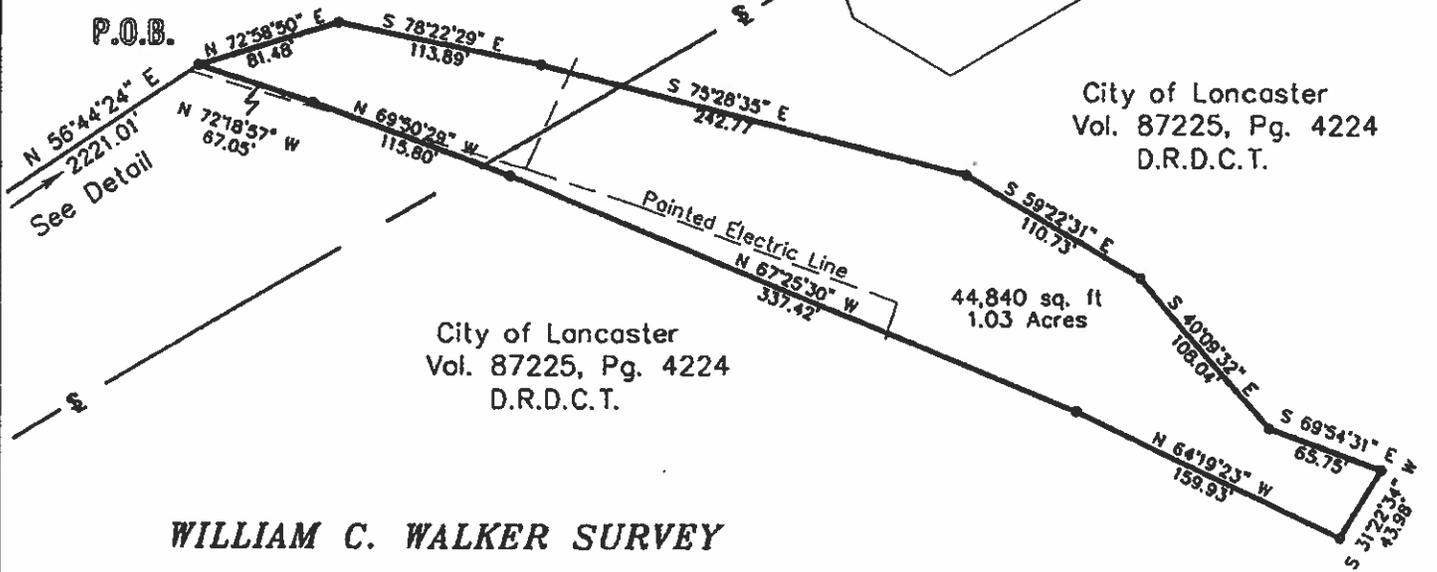
GRAPHIC SCALE



( IN FEET )  
1 inch = 100 ft.



E. BADER SURVEY  
ABSTRACT NO. 87



WILLIAM C. WALKER SURVEY  
ABSTRACT NO. 1034



LEGEND

- EXISTING ROW LINE
  - PROPERTY LINE
  - COUNTY LINE
  - PROPOSED ROW LINE
  - SURVEY LINE
  - X - X - FENCE LINE
  - CITY LIMITS
  - EASEMENTS
  - RAILROAD
  - STRUCTURE
  - SET TADOT TYPE II ROW MONUMENT
  - FOUND MONUMENTATION
  - SET 5/8" IRON ROD W/ CAP UNLESS OTHERWISE NOTED
- (BEARING - DISTANCE)
- DEED CALLS

NOTES:

BEARINGS BASED ON THE SOUTH LINE OF THE E. BADER SURVEY, ABSTRACT NO. 87, AS RECORDED IN VOLUME 87225, PG. 4224, D.R.D.C.T.

A LEGAL DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.

PAGE 3 OF 3

DISTRICT DALLAS	EXHIBIT "A" TRACT NO. 2 CITY OF LANCASTER CS:	COUNTY DALLAS
ACCOUNT NO.		DATE OF SURVEY FEB. 2001
AREA TO BE ACQUIRED		1.0311 Ac.



*Laurence E. Moffitt*  
LAURENCE E. MOFFITT



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF DALLAS

This instrument was acknowledged before me on the 14<sup>th</sup> day of November, 1987  
by LAURENCE E. MOFFITT

*Kay Fields*

Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires:



KAY FIELDS  
Notary Public, State of Texas  
My Commission Expires Sept. 24, 1989

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_  
of \_\_\_\_\_  
a \_\_\_\_\_ corporation, on behalf of said corporation.

Notary Public, State of Texas  
Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO

PREPARED IN THE LAW OFFICE OF

87225 4225

4-7-1

TRACT P

BEING a tract of land in the E. Bader Survey, Abstract No. 172, the W. Walker Survey, Abstract No. 1528, and the S. Bledsoe Survey Abstract No. 119, and also being a part of those certain tracts of land deeded to Pecan Hollow Estates, as recorded in Volume 78031, Page 2336 and Volume 78081, Page 2638, of the Deed Records of Dallas County, Texas, and being more particularly described as follows:

TRACT P1

BEGINNING at a point in the south line of Belt Line Road (a 100 foot R.O.W.), said point also being the northwest corner of Lot 16, Block B, of the Pecan Hollow Estates, an addition to the City of Lancaster, as recorded in Volume 79154, Page 1703 of the Deed Records of Dallas County, Texas;

THENCE South 19°12'00" West, with the west line of said Pecan Hollow Estates Addition, 92.70 feet to a point for a corner;

THENCE South 14°21'00" West, 301.00 feet to a point for a corner;

THENCE South 17°34'00" West, 252.40 feet to a point for a corner;

THENCE South 21°22'00" East, 174.90 feet to a point for corner;

THENCE South 55°27'00" West, 143.60 feet to a point for a corner;

THENCE South 24°05'00" East, 149.20 feet to a point for a corner;

THENCE South 34°50'00" East, 83.09 feet to a point for a corner;

THENCE South 26°58'00" East, 139.87 feet to a point for a corner;

THENCE South 63°09'31" West, 160.62 feet to a point for a corner;

THENCE South 06°55'54" East, 304.89 feet to a point in the south line of said E. Bader Survey;

THENCE South 59°38'59" West, with the south line of said E. Bader Survey, 1044.11 feet to a point in the center of a creek;

THENCE along the center of said creek, the following:

South 18°14'48" East, 116.43 feet;

South 59°22'31" East, 62.66 feet;

North 59°25'01" East, 177.83 feet;

South 85°30'04" East, 87.37 feet;



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COUNTY CLERK'S OFFICE

South 48°39'28" East, 199.27 feet;  
South 75°57'06" East, 160.00 feet;  
South 49°34'41" East, 169.35 feet;

THENCE North 48°30'13" East, 358.81 feet to a point in the north line of the MK&T Railroad (a 100 foot R.O.W.);

THENCE along the northerly line of said MK&T Railroad South 27°13'22" West, 9.89 feet to the beginning of a curve to the right with a radius of 1781.19 feet, a central angle of 06°16'00" and a chord which bears South 30°21'22" West, 194.72 feet;

THENCE along said curve an arc distance of 194.82 feet to a point of a compound curve;

THENCE along said compound curve having a radius of 1276.87 feet, a central angle of 34°40'38" and a chord bearing South 50°49'41" West, 761.06 feet, an arc distance of 772.80 feet to a point of a compound curve;

THENCE along said compound curve having a radius of 1781.19 feet, a central angle of 06°16'00" and a chord bearing South 71°18'00" West, 194.72 feet, an arc distance of 194.82 feet to the end of said curve;

THENCE South 74°26'00" West, 818.00 feet to the beginning of a curve to the left with a radius of 2655.00 feet, a central angle of 04°22'00" and a chord bearing South 72°15'00" West, 202.30 feet;

THENCE along said curve an arc distance of 202.34 feet to a point of a compound curve;

THENCE along said compound curve having a radius of 1148.48 feet, a central angle of 09°58'00" and a chord bearing South 65°05'00" West, 199.53 feet, an arc distance of 199.78 feet to a point;

THENCE North 18°04'00" West, 416.84 feet to a point in the center of Ten Mile Creek;

THENCE along the center of Ten Mile Creek, the following:

North 85°49'01" West, 67.05 feet;  
South 17°56'10" West, 206.24 feet;  
South 61°03'07" West, 180.73 feet;  
North 79°14'08" West, 183.98 feet;  
North 58°48'08" West, 79.75 feet;  
South 18°03'47" West, 271.09 feet;  
South 74°09'59" West, 112.46 feet;  
South 44°02'06" West, 160.59 feet;  
North 60°00'54" West, 75.50 feet;

2 of 7



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87225 4227

North 13°07'12" West, 104.86 feet;  
North 39°36'47" West, 85.74 feet;

THENCE South 60°23'14" West, 334.01 feet to a point at the southwest corner of said E. Bader Survey;

THENCE North 29°44'59" West, with the west line of said E. Bader Survey, 87.00 feet to a point for a corner;

THENCE North 42°45'01" East, 196.00 feet to a point for a corner;

THENCE North 11°50'59" West, 190.00 feet to a point for a corner;

THENCE North 16°45'12" East, 534.25 feet to a point for a corner;

THENCE North 83°05'00" East, 70.00 feet to a point for a corner;

THENCE North 17°00'00" West, 730.00 feet to a point for a corner;

THENCE North 7°35'00" East, 120.00 feet to a point for a corner;

THENCE North 35°40'00" East, 360.00 feet to a point for a corner;

THENCE North 60°12'04" East, 350.00 feet to a point for a corner;

THENCE South 81°00'33" East, 127.65 feet to a point for a corner;

THENCE South 37°30'00" East, 85.00 feet to a point for a corner;

THENCE North 26°00'00" East, 41.66 feet to a point for a corner;

THENCE South 0°00'00" East, 61.24 feet to a point for a corner;

THENCE South 37°30'00" East, 115.00 feet to a point for a corner;

THENCE South 0°00'00" East, 340.00 feet to a point for a corner;

THENCE South 32°10'00" West, 220.00 feet to a point for a corner;

THENCE South 88°28'00" East, 60.00 feet to a point for a corner;

THENCE South 1°32'00" West, 100.00 feet to a point for a corner;

THENCE North 88°28'00" West, 35.00 feet to a point for a corner;

THENCE South 6°56'00" West, 89.00 feet to a point for a corner;

THENCE South 26°45'54" West, 297.25 feet to a point for a corner;

THENCE South 45°27'35" East, 227.00 feet to a point for a corner;

THENCE North 39°42'53" East, 192.75 feet to a point for a corner;

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TRUE AND CORRECT  
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87225 4228

THENCE North 20°59'23" West, 150.00 feet to a point for a corner;  
THENCE North 34°29'10" East, 173.00 feet to a point for a corner;  
THENCE North 38°02'08" West, 100.00 feet to a point for a corner;  
THENCE North 88°28'00" West, 38.00 feet to a point for a corner;  
THENCE North 01°32'00" East, 100.00 feet to a point for a corner;  
THENCE South 88°28'00" East, 110.00 feet to a point for a corner;  
THENCE South 34°16'00" East, 70.00 feet to a point for a corner;  
THENCE South 79°01'48" East, 44.00 feet to a point for a corner;  
THENCE North 39°32'43" East, 101.94 feet to a point for a corner;  
THENCE South 75°20'00" East, 34.15 feet to a point for a corner;  
THENCE South 90°00'00" East, 210.00 feet to a point for a corner;  
THENCE South 73°50'00" East, 145.00 feet to a point for a corner;  
THENCE South 15°28'00" East, 70.00 feet to a point for a corner;  
THENCE South 56°48'00" East, 75.00 feet to a point for a corner;  
THENCE North 24°20'00" East, 105.00 feet to a point for a corner;  
THENCE North 09°50'00" East, 296.10 feet to a point for a corner;  
THENCE North 58°35'46" East, 380.94 feet to a point at the  
beginning of a nontangent curve left having a radius of 150.00  
feet, a central angle of 136°42'54" and a chord bearing North  
10°48'33" West, 278.85 feet;  
THENCE along said curve an arc distance of 357.92 feet;  
THENCE North 71°08'33" West, 114.55 feet to a point at the  
beginning of a nontangent curve right with a radius of 425.00  
feet, a central angle of 11°36'03" and a chord bearing North  
50°11'58" East, 85.90 feet;  
THENCE along said curve an arc distance of 86.05 feet;  
THENCE North 56°00'00" East, 152.00 feet to a point for a corner;  
THENCE North 32°28'00" West, 285.00 feet to a point for a corner;  
THENCE South 68°42'00" West, 585.00 feet to a point for a corner;

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COUNTY CLERK'S OFFICE

87225 4229

THENCE North 45°55'00" West, 190.00 feet to a point for a corner;  
THENCE North 2°52'00" East, 200.00 feet to a point for a corner;  
THENCE South 63°49'01" West, 270.00 feet to a point for a corner;  
THENCE North 26°10'58" West, 110.00 feet to a point for a corner;  
THENCE North 49°54'07" East, 335.70 feet to a point at the beginning of a nontangent curve to the left having a radius of 175.00 feet, a central angle of 64°16'49" and a chord bearing North 88°24'30" East, 186.20 feet;  
THENCE along said curve on arc distance of 196.33 feet;  
THENCE North 56°16'00" East, 270.00 feet to a point for a corner;  
THENCE North 47°00'00" East, 275.00 feet to a point at the beginning of a curve to the right with a radius of 300.00 feet, a central angle of 38°29'54" and a chord bearing North 66°15'00" East, 197.81 feet;  
THENCE along said curve an arc distance of 201.58 feet;  
THENCE North 85°30'00" East, 377.28 feet to a point at the beginning of a curve to the left having a radius of 150.00 feet, a central angle of 74°25'46" and a chord bearing North 48°17'00" East, 181.44 feet;  
THENCE along said curve an arc distance of 194.86 feet;  
THENCE North 11°04'00" East, 8.02 feet to a point for a corner;  
THENCE South 89°31'00" East, 760.16 feet to the PLACE OF BEGINNING and containing 139.347 acres of land, more or less.

5 of 7



TRUE AND CORRECT  
COPY OF ORIGINAL  
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COUNTY CLERK'S OFFICE

87225 4230

TRACT P2

BEGINNING at a point at the northwest corner of said W. Walker Survey;

THENCE North 60°23'14" East, 334.01 feet along the northerly line of said W. Walker Survey, to the centerline of Ten Mile Creek;

THENCE along the center of said Ten Mile Creek, the following:

South 39°36'47" East, 85.74 feet;  
South 13°07'12" East, 104.86 feet;  
South 60°00'54" East, 75.50 feet;  
North 44°02'06" East, 160.59 feet;  
North 74°09'59" East, 112.46 feet;  
North 18°03'47" East, 271.09 feet;  
South 58°48'08" East, 79.75 feet;  
South 79°14'08" East, 183.98 feet;  
North 61°03'07" East, 136.97 feet;

THENCE South 20°29'52" East, 108.11 feet to a point for a corner;

THENCE South 21°00'46" East, 88.83 feet to a point for a corner;

THENCE South 55°07'44" West, 340.63 feet to a point for a corner;

THENCE South 53°42'54" West, 850.00 feet to a point for a corner;

THENCE South 71°15'01" West, 653.00 feet to a point for a corner;

THENCE South 76°51'01" West, 280.00 feet to a point for a corner;

THENCE North 73°38'59" West, 134.00 feet to a point for a corner;

THENCE North 15°38'59" West, 115.00 feet to a point for a corner;

THENCE North 1°45'01" East, 177.24 feet to a point on the northern line of said S. Bledsoe Survey;

THENCE North 59°28'14" East, 118.09 feet to a point for a corner;

THENCE North 60°23'14" East, 885.40 feet to the PLACE OF BEGINNING and containing 20.659 acres of land, more or less.

6 of 7



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COUNTY CLERK'S OFFICE

87225 4231

**TRACT P3**

**BEGINNING** at a point South 70°12'48" West, 611.14 feet from the southeast corner of that certain 19.838 acre tract described in Exhibit "B" of the correction deed recorded in Volume 74030, Page 1283 of the Deed Records of Dallas County, Texas;

**TRENCE** South 12°40'35" West, 407.74 feet to a point for a corner;

**TRENCE** South 63°49'01" West, 134.28 feet to a point for a corner;

**TRENCE** South 0°00'00" East, 121.32 feet to a point for corner;

**TRENCE** North 88°02'33" West, 51.03 feet to a point for a corner;

**TRENCE** North 06°27'11" West, 85.00 feet to a point for a corner;

**TRENCE** North 03°15'31" West, 510.00 feet to a point for a corner;

**TRENCE** North 43°48'00" East, 110.00 feet to a point for a corner;

**TRENCE** North 70°34'00" East, 167.72 feet to a point for a corner;

**TRENCE** South 23°11'41" East, 165.59 feet to the **PLACE OF BEGINNING** containing 3.207 acres of land, more or less.

In all, Tract P as described above contains 163.213 acres of land, more or less.

7 of 7



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN EX-1005  
COUNTY CLERK'S OFFICE

87225 4232

TRACT 8

BEING tracts of land in the E. Bader Survey, Abstract No. 172, and being a part of that certain property conveyed to Rolling Green Company, Inc., by deed recorded in Volume 74003, Page 2376 and by correction deed recorded in Volume 74030, Page 1283 of the Deed Records of Dallas County, Texas, situated in the City of Lancaster, Dallas County, Texas, and being more particularly described as follows:

TRACT S1

COMMENCING at the most westerly Northwest corner of "Tract 1, Part 1" of the above referenced "Correction Deed";

THENCE South  $29^{\circ}44'59''$  East along the westerly line of E. Bader Survey, 720.00 feet to a point for a corner;

THENCE North  $83^{\circ}05'00''$  East, 686.70 feet to the PLACE OF BEGINNING;

THENCE North  $83^{\circ}05'00''$  East, 70.00 feet to a point for a corner;

THENCE North  $17^{\circ}00'00''$  West, 165.00 feet to the beginning of a nontangent curve right of radius 250.00 feet with a chord bearing South  $07^{\circ}15'06''$  West, 167.79 feet;

THENCE along said curve an arc distance of 171.12 feet to the PLACE OF BEGINNING and containing 0.093 acres of land, more or less.

TRACT S2

BEGINNING at a point which is South  $49^{\circ}46'39''$  West, 1028.14 feet from the Southeast corner of that certain 19.838 acre tract described in Exhibit "B" of the above referenced "Correction Deed";

THENCE North  $63^{\circ}49'01''$  East, 134.28 feet to a point for a corner;

THENCE South  $12^{\circ}40'35''$  West, 113.50 feet to a point for a corner;

THENCE South  $41^{\circ}00'03''$  East, 29.29 feet to a point for a corner;

THENCE SOUTH  $70^{\circ}48'00''$  East, 102.00 feet to a point for a corner;

THENCE South  $09^{\circ}24'57''$  West, 696.66 feet to a point for a corner;

THENCE North  $32^{\circ}10'00''$  West, 51.00 feet to a point for a corner;

1 of 3



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87225 4233

THENCE North 0°00'00" West, 340.00 feet to a point for a corner;  
THENCE North 37°30'00" West, 115.00 feet to a point for a corner;  
THENCE North 0°00'00" West, 61.24 feet to a point for a corner;  
THENCE North 26°00'00" East, 124.34 feet to a point for a corner;  
THENCE North 25°44'13" East, 26.01 feet to a point for a corner;  
THENCE North 88°02'33" West, 65.84 feet to a point for a corner;  
THENCE North 0°00'00" West, 121.32 feet to the PLACE OF BEGINNING  
and containing 1.997 acres, more or less.

TRACT S3

BEGINNING at a point which is South 08°13'20" West, 1611.46 feet  
from the Southeast corner of that certain 19.838 acre tract  
described in Exhibit "B" of the above referenced "Correction  
Deed";

THENCE North 39°32'43" East, 38.06 feet to a point at the  
beginning of a nontangent curve to the left having a radius of  
250.00 feet and a chord bearing North 83°15'21" East, 240.00  
feet;

THENCE along said curve an arc distance of 250.33 feet;

THENCE North 58°35'46" East, 352.86 feet to a point for a corner;  
THENCE South 09°50'00" West, 296.10 feet to a point for a corner;  
THENCE South 24°20'00" West, 105.00 feet to a point for a corner;  
THENCE North 66°48'00" West, 75.00 feet to a point for a corner;  
THENCE North 15°28'00" West, 70.00 feet to a point for a corner;  
THENCE North 73°50'00" West, 145.00 feet to a point for a corner;  
THENCE North 90°00'00" West, 210.00 feet to a point for a corner;  
THENCE North 75°20'00" West, 34.15 feet to the PLACE OF BEGINNING  
and containing 1.532 acres of land, more or less.

2 of 3



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED BY KALLAS  
COUNTY CLERK'S OFFICE

87225 4234

**TRACT S4**

**BEGINNING** at a point which is South 00°42'12" West, 676.19 feet from the Southeast corner of that certain 19.838 acre tract described in Exhibit "B" of the above referenced "Correction Deed";

**THENCE** North 68°42'00" East, 585.00 feet to a point for a corner;

**THENCE** South 32°28'00" East, 285.00 feet to a point for a corner;

**THENCE** South 56°00'00" West, 152.00 feet to the beginning of a curve to the left having a radius of 425.00 feet and a chord bearing South 50°11'58" West, 85.90 feet;

**THENCE** along said curve an arc distance of 86.05 feet to the edge of a lake and the beginning of a nontangent curve to the left having a radius of 830.00 feet and a chord bearing North 72°19'01" West, 205.69 feet;

**THENCE** along said curve an arc distance of 206.22 feet along the lake edge to the beginning of a nontangent curve to the right having a radius of 116.00 feet and a chord bearing North 15°45'58" West, 173.71 feet;

**THENCE** along said curve 196.31 feet along the lake edge;

**THENCE** from the lake edge, South 63°45'37" West, 364.15 feet to a point for a corner;

**THENCE** North 60°28'34" West, 405.21 feet to the beginning of a nontangent curve to the right having a radius of 140.00 feet and a chord bearing North 38°40'40" West 81.81 feet;

**THENCE** along said curve an arc distance of 83.02 feet;

**THENCE** North 63°49'01" East, 380.00 feet to a point for a corner;

**THENCE** South 02°52'00" West, 200.00 feet to a point for a corner;

**THENCE** South 45°55'00" East, 190.00 feet to the PLACE OF BEGINNING and containing 4.879 acres of land, more or less.

In all, Tract S, as described above contains 8.501 acres of land, more or less.

3 of 3



TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN DALLAS  
COUNTY CLERK'S OFFICE

87225 4235

PROVISIONS CONTAINED IN ANY DOCUMENT WHICH RESTRICT  
THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED  
THEREIN BECAUSE OF RACE OR COLOR ARE INVALID UNDER  
FEDERAL LAW AND ARE UNENFORCEABLE.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL,  
OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR  
OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL  
LAW.

STATE OF TEXAS COUNTY OF DALLAS  
I hereby certify that this instrument was filed on the  
date and time stamped herein by me and was duly re-  
corded in the volume and page of the named records  
of Dallas County, Texas as stamped herein by me.

NOV 19 1967



*Earl Bullock*  
COUNTY CLERK, Dallas County, Texas

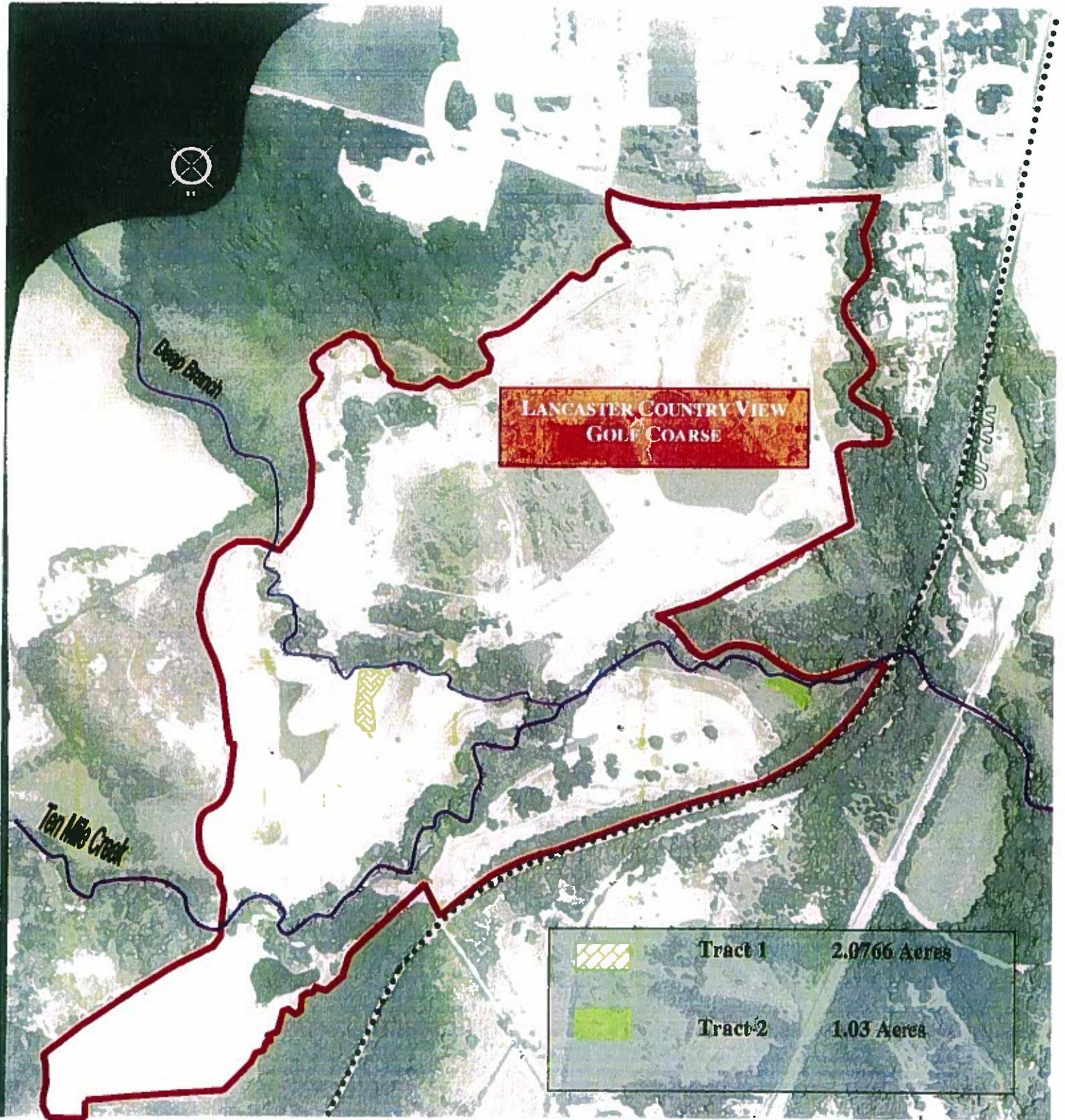


TRUE AND CORRECT  
COPY OF ORIGINAL  
FILED IN VOLUME  
PAGE

RECORD AND RETURN TO:  
City of Lancaster  
211 North Henry  
Lancaster, TX 75166  
Attn: Carol Tomerlin

NOV 19 1967

87225 4236



Tree Mitigation Site Location Map

**LANCASTER CITY COUNCIL**  
Agenda Communication for  
January 9, 2012

**12**  
AG12-012

**Discuss and consider appointment(s) to the Lancaster Recreational Development Corporation / Parks and Recreation Advisory Board.**

**This request supports the City Council 2011-2012 Policy Agenda.**

**Goal: Civic Engagement**

**Background**

There is currently a vacancy on the Lancaster Recreational Development Corporation / Parks and Recreation Advisory Board and potentially a second vacancy if Council takes action to remove the alternate member of the board due to attendance violations. The board currently consists of the following members:

	<u>Term expires</u>
Abe Cooper	2013
Darwin Isham	2013
Mary Sykes	2013
Willene Watson	2012
Cecelia Rutherford	2012
Spencer Hervey	2012
vacant regular position	2012
Alternate:	
Deborah Brooks	2012 (subject to removal due to attendance violation)

**Considerations**

We have seven applications on hand expressing interest in this board from our annual appointments in August. We contacted the seven applicants to determine if each was still interested in being considered at this time. Continued interest is indicated on the attached spreadsheet of applicants.

Since mid November, we have solicited additional applications Lancaster Live, on the City website, and through a press release. We received two additional applications.

**Options/Alternatives**

If the alternate member is removed through action on an earlier agenda item (#3), Council may choose to:

1. Make one or both appointments to fill the vacancies from applications on hand.
2. Leave one or both vacancies unfilled at this time and consider the position(s) at a future meeting.
3. Direct staff to seek additional applications and consider appointment(s) at a future meeting.

If the alternate member is not removed, the current vacancy may be appointed from applications on hand or left unfilled with direction to staff.

It is in the best interest of the board to operate with a full membership as soon as is practical.

**Recommendation**

Board and Commission appointments are solely at Council's discretion.

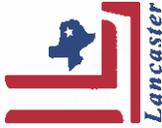
**Attachments**

- Spreadsheet of applicants
- Applications on hand

**Prepared and submitted by:**  
Dolle K. Downe, City Secretary

**Date:** December 28, 2011

# LRDC / Parks and Recreation Advisory Board Applicants



Applicants	LRDC/Parks	Comments
Bell-Murry, Jacqueline	1	contacted; still interested
Blacknall Jr., Wilmer	2	non-working #; emailed; wrong number left
Giles, Jerry W.	1	contacted; still interested
Isaac, Brittainye	1	contacted; still interested
May, Donald	1	new application
Miles, Walter	1	left voice messages; no response
Morris, Francil	1	incorrect phone #; previous attendance violation
Pope, Elie	1	unavailable on Mondays at this time
Sheffield, Eric	1	new application
		<i>updated January 4, 2012</i>



City of Lancaster, Texas  
Boards and Commissions  
Application



Name: Jacqueline Bell-Murry Date: 4-14-11  
 Address: 1832 Apollo Lane Zip: 75134  
 Home Phone: 817 689-8638 Work/Cell Phone: NA  
 Email Address: jbellmurry@hotmail.com Length of residency: 3 yrs 8 months  
 Occupation: Licensed Chemical Dependency Counselor

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Lancaster Recreational Development Corporation (AB)
2. Planning and Zoning Commission
3. Lancaster Economic Development Corporation (Type A)

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

Bachelors Degree, Graduate Student - DBU, Member of (LPSAA)  
Lancaster Public Safety Association Alumni

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

Applications are always welcome as vacancies may occur throughout the year.

Signature Jacqueline Bell-Murry Date 4-14-11

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: <u>Angie Arenas</u>	Office Use Only Date: <u>4/15/11</u>
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Name: Wilmer Blackhall Jr Date: 06/21/2011

Address: 312 TREVINO TR Zip: 75146

Home Phone: (214) 924 7306 Work/Cell Phone: (214) 924 7306

12-28-11  
-no longer working

Email Address: WILMERBLA78@YAHOO.COM Length of residency: 7 yrs

Occupation: CUSTOMER SERVICE REP

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. YOUTH ADVISORY COMMITTEE
2. PARKS AND RECREATIONAL BOARD
3. "

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES  NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

Business Degree, TOASTMASTER, WORK WITH YOUTH GROUP

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process,  
please submit your application by  
July 11, 2011.

Applications are always welcome as vacancies may occur throughout the year.

Signature Wilmer Blackhall Jr - Date 06/21/2011

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail your application to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Office Use Only

Received by: Anaya Areras Date: 6.27.11

BOARDS & COMMISSIONS APPLICATION



Name Jerry W. Giles Date: 5.16.11  
 Address The Artist Cottage 102 W. 7th St. Zip: 75146  
 Home Phone 972.227.5715 Work/Cell Phone 214.415.0713  
 Email Address jer@jergiles.com Length of residency: 38 years  
 Occupation Artist Designer

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

- 1 Park & Recreational Advisory - Lancaster Recreational Development
- 2 Airport Advisory Board
- 3 \_\_\_\_\_

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES Chairman AtZ  NO

Chairman Comprehensive Plan Steering Committee.

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume. See Attached

1. Graduate Civic Leadership Academy & AO Graduate Citizens Public Safety Academy 2011
  2. Attended several national & state P+Z conventions and Congress of New Urbanism
- To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.**

For consideration during the annual appointment process,  
please submit your application by  
July 11, 2011.

Applications are always welcome as vacancies may occur throughout the year.

Signature Jerry W. Giles Date May 16, 2011

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail your application to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Office Use Only

Received by: Adowne Date: 5-24-11

Name: Brittainye Isaac Date: 4/9/11  
Address: 2009 Woodmere Dr Zip: 75134

Home Phone: \_\_\_\_\_ Work/Cell Phone: 214 774 7503

Email Address: brittainye.wise@yahoo.com Length of residency: 4 yrs

Occupation: dance instructor

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Parks and Recreation
2. \_\_\_\_\_
3. \_\_\_\_\_

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES  NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

Demonstrated the ability to use minimal resources and a low budget to create community events  
To be an effective member of a Board or Commission, you must be willing to attend and participate in scheduled meetings.

For consideration during the annual appointment process,  
please submit your application by  
July 11, 2011.

Applications are always welcome as vacancies may occur throughout the year.

Signature: Brittainye Wise Date: 4/9/11

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail your application to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Office Use Only

Received by: ddowne Date: 4-13-11



City of Lancaster, Texas  
Boards and Commissions  
Application



Name: Donald R. May Date: 12-16-11  
 Address: 241 E. Colonial Dr. Zip: 75134  
 Home Phone: 972-227-1539 Work/Cell Phone: 214-215-4303  
 Email Address: maleman48@yahoo.ie Length of residency: 42 yrs.  
 Occupation: retired letter carrier (USPS)

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Parks and Recreation Advisory Board
2. \_\_\_\_\_
3. \_\_\_\_\_

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES  NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

As a young man, worked at the old gym on Centre  
Participated in basketball leagues. Was president of softball  
association. Played until I was 40. Am an avid golfer.

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by  
July 12, 2011.

Applications are always welcome as vacancies may occur throughout the year.

Signature Donald R. May Date 12-16-11

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: <u>Angie Arenas</u>	Office Use Only	Date: <u>Dec 16, 2011 10:47 AM</u>
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City of Lancaster, Texas  
Boards and Commissions  
Application



Name: Walter C. Miles Date: 6/28/11  
 Address: 1322 Rosewood Ln. Zip: 75146-1354  
 Home Phone: 972-227-4530 Work/Cell Phone: 713-809-4881  
 Email Address: wcmiles@gmail.com Length of residency: 2 yrs  
 Occupation: Retired

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Park + Recreation
2. Lancaster Library Advisory Bd
3. Youth Advisory Committee

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

Board - Wood Lawn Development Corporation - Chicago IL  
Chair - Friend Family Medical Ctr (401 Chicago) - Chicago IL  
Board - Apostolic Church of God - Chicago, IL

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by July 12, 2011.

Applications are always welcome as vacancies may occur throughout the year.

Signature: [Signature] Date: 6/28/11

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: <u>Angie Arenas</u>	Office Use Only	Date: <u>7/11/11</u>	<u>1:45 pm</u>
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City of Lancaster, Texas  
Boards and Commissions



Application *number 101-100-119*

Name: Francil Morris Date: \_\_\_\_\_

Address: 237 Park Place Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work/Cell Phone: 214-218-3267

Email Address: \_\_\_\_\_ Length of residency: \_\_\_\_\_

Occupation: personal care, bank clerk, city clerk, Service Police

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Lancaster Recreation Development
2. Historic Landmark Preservation Committee
3. property Standards Appeal Board

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES  NO

~~now I was on a board when I live here before~~  
List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

I work with a community boards with the Roger Clark and our meetin was at the Lancaster Road Park. We painted and fix on houses and clean our neighborhood

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by July 12, 2011.

Applications are always welcome as vacancies may occur throughout the year.

Signature Francil Morris Date \_\_\_\_\_

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: <u>Angie Arenas</u>	Office Use Only
	Date: <u>7/12/11</u>



City of Lancaster, Texas  
Boards and Commissions  
Application

Tuesday + Wednesday  
 TREE CITY USA.

Name: Ellie Pope Date: July 11, 2011  
Address: 240 River Oaks Drive Zip: 75146  
Home Phone: 972227-0166 Work Cell Phone: 214 243-2236  
Email Address: POPEE@LANWT.org Length of residency: 23 years  
Occupation: Legal assistant for legal aid law firm in Dallas

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Parks & recreation/recreational development (4B)
2. Economic development corporation (type A)
3. Animal Shelter Advisory Committee

Have you ever served as a member of any Lancaster boards, commissions, or committees?  
 YES  NO Civic leadership academy grad

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.  
23 year Lancaster Resident and taxpayer. Experience in customer services, taxes, legal, mediation, parent and grandparent, concerned citizen, & pet owner.

To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.

For consideration during the annual appointment process, please submit your application by July 12, 2011.

Applications are always welcome as vacancies may occur throughout the year.

Signature:  Date: 7-11-2011

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: <u>Angie Arenas</u>	Office Use Only	Date: <u>7.11.11</u>
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City of Lancaster, Texas  
Boards and Commissions  
Application



Name: Eric Lamont Sheffield Date: 09/08/11

Address: 2928 Cottage LN. Zip: 75134

Home Phone: 972-224-6500 Work/Cell Phone: 682-583-0954

Email Address: drearl.potts@yaho.com Length of residency: \_\_\_\_\_

Occupation: \_\_\_\_\_

Please list the Boards/Commissions/Corporations you wish to serve on in order of preference.

1. Park & Recreation Advisory Board
2. Youth Advisory Board
3. Library Advisory Board

Have you ever served as a member of any Lancaster boards, commissions, or committees?

YES

NO

List any particular qualifications you feel would be beneficial to serving on any particular board or commission. You may also attach additional sheets as well as a resume.

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*To be an effective member of a Board or Commission, you must be willing to attend and participate in all scheduled meetings.*

Applications are always welcome as vacancies may occur throughout the year.

Signature Eric Sheffield Date 09/08/11

Please return your completed application to the City Secretary's Office at 211 N. Henry St., or mail to P. O. Box 940, Lancaster, TX 75146 or fax to 972-218-1399.

Received by: _____	Office Use Only
	Date: _____

ERIC LAMONT SHEFFIELD  
9940 Forest Lane Apt.#5205  
Dallas, Texas 75243  
682-583-0954

**OBJECTIVE:** To obtain a position as **ADMINISTRATIVE ASSISTANT** and expand upon the qualities that I have gained with previous work experiences and to maintain a min. wages up to \$9.50 -12.50 an hour because I believe that I am on time, more responsible, well-professional, well-organized, and respected not just to a person, but the company. And I believe that I am that person for this position because I have faith and wisdom to take the company all over the world and to make it #1.

**SUMMARY OF**

**EXPERIENCE:** Demonstrated ability as an effective Youth Leader with the ability to establish and maintain rapport with multi-cultural, special needs and at-risk students

Proficient in the use of the personal and mainframe computer and Windows, Microsoft Words Excel, and Powerpoint.

Knowledgeable in clerical duties such as Data Entry, Typing(85 wpm), and Operating Office Machineries.

A professional with a variety of 8 years work experiences in the area of Stocking, Item Processor, Housekeeping Utility, Laundry Attendant, Customer's Services, Clerical/Administrative Assistant.

<b>EDUCATION:</b> 08/14/00-05/27/03	A. Maceo Smith High School	Dallas, Texas
06/03/03-08/30/03	University of Texas Southwestern Medical	Dallas, Texas
Future: El Centro Community College-(Business Administration)		Dallas, Texas
Future: University of North Texas- (Music- Choir Director)		Denton, Texas

**WORK**

<b>EXPERIENCE:</b> 12/14/04-Present	Housekeeping Utility	Renaissance Dallas Richardson Hotel 900 East Lookout Drive Richardson, Texas 75082 214-298-1113-cell 972-367-2000 Gary Garcia-Exec.Housekeeper
-------------------------------------	----------------------	---

5 years experience in Housekeeping Utility, Clerical, Inventory, Customer's Service, Lobby, and Laundry Attendant.

\*Thoroughly clean rooms and projects

\*Occupied and Vacants

\*Organized closets, clerical paperwork, inventory, and other things upon requested.

09/25/04-11/04/04	Housekeeping	American Airline Center 2500 Victory Avenue Dallas, Texas 75207 214-665-4797 Rodney-Supervisor
-------------------	--------------	--

\*Thoroughly clean arenas after every special concerts and games.

06/01/03-04/01/04	Housekeeping	Maid 2 Serve U 2928 Cottage Lane Lancaster, Texas 75134 972-224-6500 Katina Potts- Founder/Manager
-------------------	--------------	--

\*Thoroughly clean homes and windows

\*Occupied and Vacants

\*Organized closets, pantries, and other things upon requested.

09/03/00-10/31/01	Stocker	7-Star Beauty Supply
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1052 West Camp Wisdom Road  
Dallas, Texas 75232  
972-228-4030  
Ms. Joy Song -Supervisor

\*Stocking and pricing every beauty supply products  
\*Thoroughly clean and organized the store.  
05/25/99-09/02/00 Stocker

Polk Love Beauty Supply  
3936 South Polk Street  
Dallas, Texas 75224  
214-376-3554  
Amy Song-Supervisor

\*Stocking and pricing every beauty supply products  
\*Thoroughly clean and organized the store.

**VOLUNTEER**

**EXPERIENCE:** PTA, Teacher's Aide, Office Assistant, Young Men of Distinction-(Treasurer 2X), DECA, Student Council-(Student Senate Representative)

**CONCORD:** Youth Ministries, Praise Team Leader, Food Pantries, Clothes Closets, Birthday Ministries, Young Adult Usher, Set-Up Event Team, Assistant to Pastor Brown, Manning, and Greene, Hospitality Ministries, College and Career Ministries, and Prayer Leader

**CORNERSTONE:** Youth Ministries, Clothes Closets, Food Pantries, Homeless Feeding, Hospitality Ministries, Care Center Assistant, College and Career Ministries, Assistant to Pastor Chris, Prayer Leader, and Fair Park/Park Manor Nursing Home Ministries.

**RENAISSANCE:** Care Committee, Safety Committee, Birthday Committee