

A G E N D A

**LEWISVILLE CITY COUNCIL
AUGUST 12, 2017**

**LEWISVILLE MUNICIPAL ANNEX
COMMUNITY MEETING ROOM
1197 WEST MAIN STREET AT CIVIC CIRCLE
LEWISVILLE, TEXAS**

**CALLED-SPECIAL SESSION - IMMEDIATELY FOLLOWING THE CITY COUNCIL
BUDGET WORKSHOP**

Call to Order and Announce a Quorum is Present.

A. REGULAR HEARING:

- 1. Consideration of an Ordinance Amending Chapter 13, Streets, Sidewalks, and Certain Other Public Ways and Property, of the Lewisville City Code by Replacing the Current Language of Article II, Excavations, with New Language Regarding Right-of-Way Management.**

ADMINISTRATIVE COMMENTS:

The current right-of-way ordinance found in Chapter 13 of the Lewisville City Code is being amended to add new language regarding right-of-way management in an effort to be consistent City-wide.

RECOMMENDATION:

That City Council approve the ordinance as set forth in the caption above.

NOTICE OF ASSISTANCE AT THE PUBLIC MEETINGS

The City will provide appropriate auxiliary aids and services, including sign language interpreters and assisted listening devices, whenever necessary to ensure effective communication with members of the public who have hearing, sight or speech impairments, unless doing so would result in a fundamental alteration of its programs or an undue financial burden. A person who requires an accommodation or auxiliary aid or service to participate in a City program, service or activity, should contact the sponsoring Department, or the Human Resource Department at 972-219-3450 or by Fax at 972-219-5005 as far in advance as possible but no later than 48 hours before the scheduled event.

**AGENDA
LEWISVILLE CITY COUNCIL
AUGUST 12, 2017**

B. ADJOURNMENT

The City Council reserves the right to adjourn into closed session at any time during the course of this meeting to discuss any of the matters listed above, as authorized by Texas Government Code Section 551.071 (Consultation with Attorney), 551.072 (Deliberations about Real Property), 551.073 (Deliberations about Gifts and Donations), 551.074 (Personnel Matters), 551.076 (Deliberations about Security Devices) and 551.087 (Economic Development).

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, AMENDING CHAPTER 13, STREETS, SIDEWALKS, AND CERTAIN OTHER PUBLIC WAYS AND PROPERTY, OF THE LEWISVILLE CITY CODE BY REPLACING THE CURRENT LANGUAGE OF ARTICLE II, EXCAVATIONS, WITH NEW LANGUAGE REGARDING RIGHT-OF-WAY MANAGEMENT; PROVIDING FOR A REPEALER, SEVERABILITY, A PENALTY, AN EFFECTIVE DATE; AND DECLARING AN EMERGENCY.

WHEREAS, the City of Lewisville (the “City”) is a home-rule municipality located in Denton County, Texas created in accordance with the provisions of the Texas Local Government Code and operating pursuant to the legislation of the State of Texas; and

WHEREAS, the City is charged with maintaining control of and access to the public rights-of-way in order to protect the public health, safety and welfare; and

WHEREAS, the standards and procedures provided in this ordinance are necessary to protect the public health, safety, and welfare of the public by minimizing and reducing impacts to public safety within the City’s rights-of-way and to minimize and reduce impacts to the City, its residents, and visitors, and for the general health and welfare of the public; and

WHEREAS, the standards and procedures herein are in furtherance of the City’s authority to manage the public rights-of-way to ensure the health, safety, and welfare of the public.

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

SECTION 1. Findings Incorporated. The findings set forth above are incorporated as if fully set forth herein.

SECTION 2. Replacement of Chapter 13, Article II, Excavations. The Lewisville City Code is hereby amended by deleting the current language in Article II, Excavations, and in its place inserting the new language as provided in Exhibit “A.”

SECTION 3. REPEALER. Every ordinance or parts of ordinances found to be in conflict herewith are hereby repealed.

SECTION 4. SEVERABILITY. If any section, sentence, clause, or phrase of this ordinance shall for any reason be held to be invalid, such decision shall not affect the validity of the remaining sections, sentences, clauses, or phrases of this ordinance, but they shall remain in effect.

SECTION 5. PENALTY. Any person, firm or corporation who violates any provisions of this ordinance shall be deemed guilty of a misdemeanor and, upon conviction thereof in the municipal court, shall be subject to a fine of not more than \$500.00 for each offense, unless the violation relates to fire safety or public health and sanitation in which case the fine shall not exceed \$2,000.00. Each continuing day's violation shall constitute a separate offense.

SECTION 6. EFFECTIVE DATE. This ordinance shall take effect and be in full force and effect from and after the date of its passage and publication as required by law.

SECTION 7. EMERGENCY. It being for the public welfare that this ordinance be passed creates an emergency and public necessity and the rule requiring this ordinance be read on three separate occasions be, and the same is hereby, waived and this ordinance shall be in full force and effect from and after its passage and approval and publication, as the law in such cases provides.

DULY PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF LEWISVILLE, TEXAS, BY A VOTE OF _____ TO _____, ON THIS THE _____ DAY OF AUGUST, 2017.

ORDINANCE NO. _____

APPROVED:

Rudy Durham, MAYOR

ATTEST:

Julie Heinze, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

Exhibit “A”
Chapter 13, Article II
Right-of-Way Management

Chapter 13 – Streets, Sidewalks and Certain Other Public Ways and Property

Article II – Right-of-Way Management

Division 1 – General Provisions

Sec. 13.26- Purpose.

The standards and procedures provided in this ordinance are adopted to protect the public health, safety, and welfare of the public by minimizing and reducing impacts to public safety within the city's Public Right-of-Way and to minimize and reduce impacts to the city, its residents, and visitors, and for the general health and welfare of the public.

Sec. 13.27. - Applicability.

- (a) The provisions of this ordinance apply to any installations in, on, over, or under the Public Rights-of-Way, whether they are installed pursuant to state law, or pursuant to an agreement with the city.
- (b) The Contractors shall comply with all generally applicable ordinances of the city and adhere to the requirements found in this ordinance for the placement of their facilities within the Public Right-of-Way.

Sec. 13-28. Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Contractor shall mean any person or group of persons using the Public Right-of-Way to locate a Facility. This term includes Network Providers, as defined in article IV of this chapter, and in the event this article conflicts with article IV of this chapter, the provisions in article IV of this chapter shall apply. This term does not include the city

Construction means any work performed above the surface, on the surface, or beneath the surface of a Public Right-of-Way, including, but not limited to, installing, servicing, repairing, upgrading, or modifying any Facility(s) in, above or under the surface of the Public Right-of-Way, and restoring the surface and subsurface of the Public Right-of-Way. The word "construction" does not include the installation of Facilities necessary to initiate service to a customer's property, or the repair or maintenance of existing Facilities unless such installation, repair, or maintenance requires the breaking of pavement, excavation, or boring.

Day means a calendar day, unless otherwise specified.

Detour shall mean an alternate route in which vehicular traffic is directed around a street which is closed.

Director means the Department Director designated by the City Manager or designee to administer this Chapter.

Emergency shall mean an unforeseen combination of circumstances or the resulting state that calls for immediate action.

Facility or Facilities shall include, but not be limited to, any and all cables, pipelines, splice boxes, tracks, tunnels, utilities, vaults, manholes, conduits, control boxes, fiber optic cables, power sources, and other appurtenances, equipment, structures, plant or tangible things owned, leased, operated, or licensed by an Owner, that are located or are proposed to be located in the Public Right-of-Way.

Manual shall mean the Manual on Uniform Traffic Control Devices.

Municipal Authorization means the individual grant to use the Public Rights-of-Way issued by the city and accepted by the individual Owner in accordance with the ordinances of the city, a franchise agreement, any other type of agreement, or a license, or under operation of state law that provides a specific grant of authority to use the Public Rights-of-Way.

Owner means any Person who owns any Facility or Facilities that are, or are proposed to be, installed or maintained in the Public Right-of-Way. Included within this definition is the Owner's contractor, subcontractor, agent, or authorized representative.

Permit means the Permit, pursuant to this article, that must be obtained before an Owner may construct Facilities in a Public Right-of-Way. A Permit allows the holder to construct Facilities in that part of the Public Right-of-Way described in such Permit.

Person means any natural or corporate person, business association, or other business entity including, but not limited to, a partnership, a sole proprietorship, a political subdivision (excluding the city), a public or private agency of any kind, a utility, a successor or assign of any of the foregoing, or any other legal entity.

Public Right-of-Way or Right-of-Way shall mean the area on, below, or above a public roadway, highway, Street, public sidewalk, alley, waterway, or utility easement in which the city has an interest. The term does not include:

- (1) a Private Easement; or
- (2) the airwaves above a Public Right-of-Way with regard to wireless telecommunications.

Responsible person shall mean the City Manager or his or her designated representative.

Streets and alleys shall mean a traveled way for vehicular traffic, whether designated as a street, alley, highway, thoroughfare, parkway, throughway, road, avenue, boulevard, lane, place, or however otherwise designated.

Major thoroughfares or arterial streets shall mean principal traffic arteries more or less continuous across the city which are intended to connect remote parts of the city and which are used primarily for fast or heavy volume traffic and shall include but not be limited to each street designated as a major street on the Thoroughfare Plan.

Collector streets shall mean those which carry traffic from minor streets to the major system of arterial streets and highways including the principal entrance streets of a residential development and streets for circulation within such a development.

Minor streets shall mean those which are used primarily for access to abutting residential properties which are intended to serve traffic within a limited residential district.

Alleys shall mean minor traveled ways which are used primarily for vehicular service access to the back or the side of properties otherwise abutting on a street.

Division II – Applications and Permitting

Sec. 13-29. Public Right-of-Way Occupancy.

(a) Prior to the city issuing a permit for installing Facilities in, on, or over the Public Rights-of-Way, all Persons must first obtain a separate Municipal Authorization.

(b) This article does not constitute or create authority to place, reconstruct, or alter Facilities in, on, under, or over the Public Rights-of-Way, nor to engage in Construction, excavation, encroachments, or work activity within or upon any Public Right-of-Way, and said authority must be obtained in accordance with the terms of this article.

(c) Any Person with a current, unexpired franchise, Municipal Authorization, license or other authorization from the city or State of Texas to use the Public Right-of-Way (herein referred to as a “existing authorization”) that is in effect at the time this article takes effect, shall continue to operate under and comply with that existing authorization, and in the event this ordinance conflicts with existing authorization, the more restrictive provision shall apply.

(d) Permittee accepts at its own risk that city may make use of the Public Rights-of-Way in a manner that is inconsistent with Permittee’s placement and use of its Facilities located in the Public Rights-of-Way, and in that event Permittee shall not be entitled to compensation from city.

Sec. 13-30. Registration.

(a) In order to protect the public health, safety and welfare, all Owners of Facilities in the Public Right-of-Way will register with the city. Registration will be issued in the name of the Person who owns the Facilities. Registration must be renewed on or before January 31 of each year. The city shall provide written notification of this renewal requirement. If a registration is not renewed, and subject to sixty (60) Days notification to the Owner, the Facilities of the Owner will

be deemed to have been abandoned. When any information provided for the registration changes, the Owner will inform the city of the change no more than thirty (30) Days after the date the change is made.

(b) Registration shall include:

(1) The name, address(es) and telephone number(s) of the Owner;

(2) The names, address(es) and telephone number(s) of the contact Person(s) for the Owner;

(3) The name(s) and telephone number(s) of an Emergency contact who shall be available twenty-four (24) hours a day;

(4) The source of the Owner's Municipal Authorization (e.g., franchise, state law, etc.). If the Owner is a certificated telecommunications provider, or holds a State Issued Certificate of Franchise Authority, the Owner must provide the certificate number of same issued by the Texas Public Utility Commission; and

(5) Owner shall include with information presented at time of registration detailed drawings reflecting Owner's installations on private property so that city may verify compliance with city ordinances related to zoning, development, building regulations, and setbacks, and for easement verification.

(c) The Owner shall submit two year projections of its plans for the Construction of Facilities in the city at the time of registration renewal; and

(d) Registration shall be a prerequisite to issuance of a Permit. Each Owner shall update and keep current its registration with the city at all times.

Sec. 13.31. - Permit Required. Contractor shall not install any Facility in any portion of the Public Right-of-Way without first applying for and obtaining a Permit in compliance with the city's Permit application process.

Sec. 13.32. - Permit Not Required.

(a) Notwithstanding any other provision of this ordinance, a permit is not required for routine maintenance that does not require excavation or closing of sidewalks or vehicular lanes in a Public Right-of-Way.

(b) Notwithstanding the above, the Contractor shall give the city 30 Days advance notice of the work described above.

Sec. 13-33. Permits - General.

(a) Subject to the provisions of this ordinance, the city will issue permits to Contractors authorizing Contractors to install and maintain Facilities in or on Public Right-of-Way. The locations at which Contractors' Facilities may be permitted, and the size and appearance of such Facilities, shall be determined in accordance with this ordinance. Provisions concerning construction and activities in the Public Right-of-Way in Chapter 6 shall also be applicable to Contractors' activities in the Public Right-of-Way.

(b) The city will issue a Permit(s) to Contractor only when the city reasonably determines, in its sole judgment, that (i) Contractor meets all requirements set forth in this ordinance, and (ii) such Permit(s) comply with all Applicable Codes.

(c) No use, however lengthy, of any of Public Right-of-Way, and no payment of any fees or charges required under this ordinance, shall create or vest in Contractor any easement or other ownership or property right of any nature in any portion of the Public Right-of-Way. After issuance of any Permit, Contractor shall be and remain a mere licensee. Neither this ordinance, nor any Permit granted under this ordinance, shall constitute an assignment of any of the city's rights to the Public Right-of-Way.

(d) No part of Contractors' Facilities or other equipment constructed, modified, or erected, or placed on Public Right-of-Way will become, or be considered by the city as being affixed to or a part of, the Public Right-of-Way. All portions of Contractors' Facilities and other equipment constructed, modified, erected, or placed by Contractor on Public Right-of-Way will be and remain the property of Contractor and may be removed by Contractor at any time.

(e) Nothing in this ordinance or in a Permit granted hereunder shall be construed as granting Contractor any right to locate Contractors' Facilities at any specific location or to compel the city to grant Contractor the right to locate at any specific location.

(f) This ordinance does not in any way limit the city's right to locate, operate, maintain or remove city-owned poles or other city equipment or property in the manner that the city deems appropriate.

(g) Contractor is obligated to obtain all necessary certification, permitting, and franchising from federal, state and local authorities prior to making any installations of Facilities.

(h) Nothing in this ordinance or in any Permit granted hereunder shall be construed to grant Contractor the authority to lease, grant, or otherwise assign any rights under its Permit to any other party without the written consent of the city.

(i) In the event the city determines to deny the use by Contractor of any particular location in the Public Right-of-Way, such denial by the city shall be undertaken in its capacity as proprietor of the Public Right-of-Way, and not in its regulatory capacity.

(j) Any Permit granted under this ordinance is limited to the uses specifically authorized in the Permit and any other use shall be considered a material breach of this ordinance. Nothing in this ordinance or in any Permit granted hereunder shall be construed to require the city to allow Contractor to use the Public Right-of-Way after the termination of the applicable Permit.

(k) Emergency responses related to existing Facilities may be undertaken without first obtaining a Permit; however, the Department shall be notified in writing within two (2) business days of any Construction related to an Emergency response, including a reasonably detailed description of the work performed in the Public Right-of-Way. An updated map of any Facilities that were relocated, if applicable, shall be provided within ninety (90) Days.

(l) A Permit is not required under subsection (a) if the activity in the Public Right-of-Way consists exclusively of a residential service connection on the same side of the Public Right-of-Way, if the connection does not require a pavement cut.

(m) A copy of the Permit and approved engineering plans shall be maintained at the Construction site and made available for inspection by the Responsible Person at all times when Construction work is occurring.

(n) All Construction work authorized by Permit must be completed in the time specified in the Permit. If the work cannot be completed in the specified time period, the Owner may request an extension of the time period from the Responsible Person. The Responsible Person will use his/her best efforts to approve or disapprove a request for Permit as soon as possible. If the request for the extension is made prior to the expiration of the Permit, work may continue while the request is pending.

(o) No Owner or contractor shall perform Construction, excavation, or work in an area larger or at a location different than that specified in the Permit or Permit application. If, after Construction, excavation, or work is commenced under an approved Permit, it becomes necessary to perform Construction, excavation, or work in a larger or different area than originally requested under the application, the Owner or contractor shall notify the Responsible Person immediately and, within twenty-four (24) hours, shall file a supplementary application for the additional Construction, excavation, or work. If the Responsible Person approves the additional Construction, excavation, or work, such approval will be noted in the Permit file and will constitute an amendment to the Permit.

(p) A copy of any Permit or approval issued by federal or state authorities for work in federal or state right-of-way located in the city shall be provided, if requested by the Department.

Sec. 13-34. Permit Application.

(a) The Permit will be in the name of the Owner of the Facilities to be constructed. The Permit application must be completed and signed by a representative of the Owner of the Facilities to be constructed.

(b) Any Person requesting a Permit will provide the Responsible Person with documentation in the format specified by the Department, at the time of Permit application submittal, describing:

(1) The name, telephone number, local address and principal place of business of the Owner.

(2) The name and day and night telephone numbers of the engineer, foreman, or other person who will be in charge of the Construction or repairs for which the Permit is requested.

(3) The times of the day and total number of Days the Owner seeks to block the roadway.

(4) The proposed location and route of all Facilities to be constructed or installed and the Owner's plan for Public Right-of-Way Construction. For lines longer than one hundred feet (100'), the line must be stationed.

(5) Three (3) sets of engineering plans, including plan and profile, which will be on a standard engineering scale, acceptable to the Department, unless waived by the Responsible Person. When required by the Texas Engineering Practice Act, as amended, the plans must be sealed by a professional engineer licensed to practice in the State of Texas.

(6) A map or site plan drawn to scale on 11"x17" or 22"x34" paper showing:
a. the location of the proposed installation, including GIS or street address information;

b. the proximity of the proposed installation to special districts of the city;

c. the proximity to schools and municipal parks; and

d. the proximity to poles, if any, and depicting the sidewalks, and ramps onto sidewalks required by all applicable regulations, the Texas Accessibility Standards, or other law, including the Americans with Disabilities Act, paved street surface and all existing underground and overhead utilities in the Right-of-Way and utility easements.

(7) Detail of the location of all Public Right-of-Way and utility easements that Owner plans to use.

(8) Detail of existing utilities located in the Public Right-of-Way, including the City's utilities, in relationship to Owner's proposed route.

(9) Detail of what Owner proposes to construct including size of Facilities, materials used, such as pipe size, number of ducts, valves, etc.

(10) Detail of plans to remove and replace asphalt or concrete in Public Rights-of-Way.

(11) Drawings of any bores, trenches, handholes, manholes, switch gear, transformers, pedestals, etc., including depth located in Public Right-of-Way.

(12) Typical details of manholes and/or handholes Owner plans to use or access.

(13) Complete legend of drawings submitted by Owner, which may be provided by reference to previously submitted documents acceptable to the city.

(14) The Construction methods to be employed for the protection of existing structures, fixtures, and Facilities within or adjacent to the Public Right-of-Way, and the dates and times work will occur, all of which (methods, dates, times, etc.) are subject to approval of the Responsible Person.

(15) A description of standard barricading showing placement of barricades, cones and informational signs used on the project. In most cases, layouts will be similar to those shown in the latter part of the Manual. Deviation from the Manual will be allowed only with approval of the Responsible Person. The description will include a listing of all persons directly responsible for the safety on each project to include an address or a telephone listing at which such person can be reached at any hour of the day if a hazardous condition develops. This description shall be provided to the city a minimum of five (5) business days prior to the start of construction.

(16) Proof of insurance and bonds as required by the city.

(17) Disclosure if the proposed Facility is:

a. In a residential area; or

b. In an underground utility district or other area with undergrounding requirements.

(18) A pre-permit survey completed, signed and sealed by a qualified and experienced professional engineer in accordance with the city's requirements, certifying that Contractor's Facilities can be installed on the identified structure in compliance with all applicable codes, regulations and laws. The professional engineer's qualifications must include experience performing work for similar attachments on similar facilities.

(19) Detailed plans for each Facility including representative drawings or pictures of the intended equipment and proposed dimensions of same.

(20) Certification that the proposed Facility complies with applicable regulations of the Federal Communications Commission and that the proposed Facility shall not cause any interference with the city's public safety radio system, traffic light system, or other city safety communications components.

(21) Certification that the proposed Facility will be placed into active commercial service by or for the Contractor not later than the 60th day after the date the construction and final testing of the Facility is completed.

(22) If applicable, Contractor shall have in place an executed license agreement with the city.

a. The Permit application will be denied if this license agreement is not in place at the time the application is submitted.

b. Engineering and construction plans and drawings related to the Facility, including where the proposed Facility will be connected, shall also be provided.

c. If the applicant is not the same as the licensee identified in the license agreement, the licensee shall sign the Permit application or provide a letter of agency satisfactory to the city. The licensee in such license agreement shall be presumed to be the owner of the Facility and related equipment, and shall be fully responsible for them and the fees payable to the city thereunder.

(23) If the proposed location lies within a highway right-of-way, the Contractor must provide evidence of a permit from the state or federal government.

(24) Any other information deemed reasonably necessary by the Responsible Person.

(c) The city's acceptance of the submitted design documents does not relieve the Contractor and its engineer of full responsibility and liability for any errors and/or omissions in the engineering analysis.

(d) The city shall review the Permit application for completeness and notify the Contractor in writing if the Contractor needs to submit additional or missing information. Such written notice will be provided within 30 Days after receipt of a Permit application for a Facility. The notice shall specifically identify the missing information. If the Contractor does not submit the missing or additional information within 180 Days of the notice, the Contractor's Permit application shall be deemed withdrawn.

(e) The city shall review the Permit application to determine if the requested location and proposed installation complies with all Applicable Codes.

(1) If the city denies the Permit application, it will notify the Contractor by electronic mail on the date the city denies the application, stating the basis for the denial.

(2) The Contractor may cure the deficiencies identified by the city within thirty (30) Days by resubmitting the application, along with payment to the city for the city's actual costs incurred in reviewing the resubmitted application.

Sec. 13.35. - Pre-Construction Meeting. The Contractor shall notify the city at least seven (7) business days before the commencement of work, as the city may require a pre-construction conference. No work shall commence until the date provided to the city or as specifically authorized at the pre-construction meeting, if any.

Sec. 13.36. - Record Drawings. Upon passing final city inspection, the Contractor shall furnish to the city the original drawings, revised to depict as-built conditions. The plans shall be marked "Record Drawings" on each sheet and shall be signed and dated by the Contractor's design engineer. The Contractor's design engineer shall certify that the plans accurately show the work as actually constructed.

Sec. 13.37. - Termination of Permits.

- (a) Unless the city grants an extension of time upon the Contractor's request, a Permit shall expire six months after approval by the city if installation pursuant to the Permit has not begun by that date.
- (b) Any Permit shall automatically terminate when the Contractor ceases to have authority to construct and operate its Facilities on Public Right-of-Way at the location covered by the Permit. The Contractor shall, at its sole expense, remove the Facility from the Public Right-of-Way within thirty (30) Days. If the Contractor fails to remove the Facility within thirty (30) Days, the city shall have the right to remove the facilities at the Contractor's expense.
- (c) Any Permit shall automatically terminate for a Facility that becomes nonfunctional and no longer fit for service. The Contractor shall, at its sole expense, remove any such Facility, or part of such Facility, within thirty (30) Days of the Facility becoming nonfunctional. If the Contractor fails to remove the nonfunctional Facility within thirty (30) Days, the city shall have the right to remove same at the Contractor's expense.
- (d) The Contractor may at any time surrender any Permit. The Contractor shall, at its sole expense, remove the Facility from the Public Right-of-Way within thirty (30) Days of the Contractor's notice of surrender of a Permit. If the Contractor fails to remove the Facility or any part thereof from the Public Right-of-Way within thirty (30) days, the city shall have the right to remove same at the Contractor's expense.

Sec. 13-38. Permit Application -- Special requirements.

(a) At the time of Permit approval or at any time after a Permit is issued under this article, the Responsible Person may require any or all of the following:

- (1) The use or specific location of additional barricades, signals, signs or other traffic control or safety devices, or the use of special traffic control or safety procedures.

(2) That the work be performed only at certain hours during the day or night, or during specified days of the week.

(3) That only a specified area, or not more than a specified number of lanes, shall be blocked at the same time or at specified times of the day.

(4) That materials and equipment used in the work site and dirt removed from any excavation be located other than in the vehicle lanes of such roadway.

(5) That all equipment be moved from the traffic lanes and any excavation in the traffic lanes be covered or filled with materials of sufficient strength and construction to permit vehicular traffic to pass over such excavation during all or part of the peak traffic periods or at night.

(b) When such requirements are deemed necessary by the Responsible Person in the interest of public safety and to avoid traffic congestion, any such special requirements shall be endorsed on the Permit and shall be a part thereof.

Sec. 13-39. Appeal to city council.

If an application is disapproved, or if an applicant believes he has been unfairly treated by the responsible person, the applicant may in writing appeal such decision to the city council, which shall hear such appeal at the first regularly scheduled meeting after receipt of the written appeal. If the written appeal is received less than 72 hours prior to the next regularly scheduled meeting of the city council, such hearing shall be held at the second regularly scheduled city council meeting. The city council may grant or deny the permit or impose such restrictions or special requirements as it deems necessary, and the decision of the city council shall be final. Any permit not granted or any activity not permitted by the responsible person shall not be granted or permitted until the appeal is heard by the city council, and if the responsible person issues an order to cease some activity, such activity shall cease until such time as the appeal procedure is completed.

Division III – Installation in Right-of-Way

Sec. 13-40. Construction Standards.

(a) All Construction shall be in conformance with all city codes and applicable local, state and federal laws. Facilities shall be installed, operated and maintained in such a manner so as not to unreasonably interfere with vehicular and pedestrian use of Public Rights-of-Way, or with any existing publicly-owned or publicly-franchised water and wastewater lines, gas lines, electric lines, storm sewer lines, open drainage areas, cable, fiber optic cable, roadways, sidewalks, alleys, traffic control devices, public signs, or any other facilities permitted in the Rights-of-Way by the city.

(b) Public notification of work to be performed.

(1) For any closure of a traffic lane or blocking of a sidewalk or alley lasting six (6) Days or less, the Permittee shall conspicuously mark its vehicles with the Permittee's name and telephone number.

(2) For projects scheduled to last seven (7) Days or more, a three (3) feet by three (3) feet informational sign stating the identity of the Person doing the work, a local telephone number, and Owner's identity shall be placed at the location where Construction is to occur at least forty-eight (48) hours prior to the beginning of work in the Public Right-of-Way, and shall continue to be posted at the location during the entire time the work is occurring. The informational sign will be posted on Public Right-of-Way at a location that is one hundred (100) feet before the Construction location commences, unless other posting arrangements are approved or required by the Responsible Person.

(3) When projects last seven (7) Days or more, the Permittee shall also provide written notification to all adjacent property occupants at least forty-eight (48) hours prior to the beginning of Construction. Informational fliers shall include the Person doing the work, a local telephone number, Owner's identity, and the proposed Construction schedule.

(c) Erosion control measures (e.g. silt fence) and advance warning signs, markers, cones, and barricades must be in place before work begins. Owner shall be responsible for storm water management, erosion control, and excavation safety measures that comply with city, state, and federal guidelines. Requirements shall include, but not be limited to, Construction fencing around any excavation that will be left overnight, silt fencing in erosion areas until reasonable vegetation is established, and barricade fencing around open holes. High erosion areas will require wire backed silt fencing. Upon request Owner may be required to furnish documentation submitted or received from federal or state government.

(d) Permittee shall erect, place and maintain all warning signs, traffic control devices and barricades required by the Manual or the Responsible Person. All such signs, devices and barricades should be in good condition, clean and legible and shall be of the type required by the Manual; provided, that the Responsible Person may authorize the use of different or special devices and equipment if, in his opinion, such equipment will be at least as effective for its intended purpose as that set forth for such purpose in the Manual. When additional regulatory signs are deemed necessary by the Responsible Person such signage will be installed as directed along with such regulator signs as are required to be provided by the city pursuant to the Manual.

(e) Without affecting the legal relationship between the Owner and its contractor, Owner is responsible for the workmanship of, and any damages by, its contractors or subcontractors. A responsible representative of the Owner will be available to the Director at all times during Construction.

(f) Owner or contractor or subcontractor will notify the Director immediately of any damage to other utilities, either City- or privately-owned.

(g) Installation of Facilities must not interfere with City utilities, in particular gravity-dependent facilities. Facilities shall not be located over, or within two (2) feet, horizontally or vertically, of any water or sanitary sewer mains, unless approved by the Responsible Person.

(h) New Facilities must be installed to a minimum depth required by state and federal codes and standards, but not less than thirty-six inches (36") below grade.

(i) All directional boring shall have a locator place bore marks and depths while the bore is in progress. Locator shall place a mark at each stem with a paint dot and depth at least every other stem.

(j) Owner will be responsible for verifying the location, both horizontal and vertical, of all Facilities. When required by the Responsible Person, Owner shall verify locations by pot holing, hand digging, or other method approved by the Responsible Person prior to any excavation or boring.

(k) Placement of all manholes and/or handholes must be approved in advance by the Responsible Person. Handholes or manholes will not be located in sidewalks, unless approved by the Responsible Person.

(l) Locate flags shall not be removed from a location while Facilities are being constructed.

(m) When Construction requires pumping of water or mud, the water or mud shall be contained in accordance with federal and state law and the directives of the Director.

(n) A Person shall perform operations, excavations and other Construction in the Public Rights-of-Way in accordance with all applicable City requirements, including the obligation to use trenchless technology whenever commercially economical and practical, and consistent with obligations on other similar users of the Public Right-of-Way. The City shall waive the requirements of trenchless technology if it determines that the field conditions warrant the waiver, based upon information provided to the City by the Person. All excavations and other Construction in the Public Rights-of-Way shall be conducted so as to minimize interference with the use of public and private property. A Person shall follow all reasonable Construction directions given by the City in order to minimize any such interference.

(o) On Construction projects in which excavation will exceed a depth of five (5) feet, the Permittee must have detailed plans and specifications for excavation safety systems. The term "excavation" includes trenches, structural or any Construction that has earthen excavation subject to collapse. The excavation safety plan shall be designed in conformance with state law and Occupational Safety and Health Administration (OSHA) standards and regulations.

(p) Prior to any boring, Permittee shall identify and verify the elevation of all existing utilities and adjust the bore to avoid contact by a minimum of 12 inches below existing utilities, and a minimum of two feet (2') below City utilities, as per section 13.40(g).

(q) The depth of conduit, measured from the top of the conduit to the surface of the ground, shall be a minimum of thirty-six inches (36”).

(r) Within the street right-of-way, with the exception of road crossings, city utility crossings and driveways, a four-inch capacity conduit should be used.

(s) Trenching shall be promptly backfilled with earth and tamped with a mechanical tamper at six-inch lifts, so that the earth is restored to original grade to assure no hazard to vehicular, animal or pedestrian traffic. A density test may be required to ensure compaction at 95 percent standard proctor, with such test results to be furnished directly from the laboratory to the city engineer. All open trenches will be properly guarded or barricaded to prevent damage or injury.

(t) All cable, where practical, shall be located to cross the roadbed at approximately right angles thereto. No cable shall be placed at any culvert or within five feet of the closed point of same.

(w) In areas of potential erosion, the area shall comply with City Storm Water Pollution Prevention Ordinance.

(u) Operations along roadways, walkways and sidewalks shall be kept clear of excavated material or other obstructions at all times. Barricades, warning signs and lights, and flagmen, when necessary, shall be provided by the contractor or the grantee. Operations involving traffic control shall be in accordance with the Manual and an approved traffic control plan, which shall be submitted to City Engineer’s office.

(v) Damage to banks, any public utilities, ditches, roads, fences, lawns, shrubbery, drives and any other property, public or private, caused from the equipment and installation of the Facilities shall be immediately reported. Except for damage to city-owned public utilities, such damage shall be repaired to the satisfaction of the public authorities having jurisdiction over the Public Right-of-Way involved, at the cost of the Owner. Damage to any city-owned public utilities shall be repaired by the city at Permittee’s expense.

(w) All bores shall be accomplished by the dry-bore method or horizontal directional drilling.

(x) No appurtenances shall be located in existing or planned sidewalks.

Sec. 13-41. Standards adopted.

The Manual of Uniform Traffic Control Devices is hereby adopted by and shall be controlling within the city. A copy of such standards shall be maintained on file in the office of the City Secretary.

Sec. 13-42. As-built plans.

Owner shall provide the Responsible Person with “as-built plans” within ninety (90) Days of completion of Facilities in the Public Right-of-Way. The plans shall be provided to the City with as much detail and accuracy as required by the Responsible Person. All the requirements specified for the plans submitted for the initial Permit, as set forth herein shall be submitted and updated in the “as-built plans.” Owners with Facilities in the Public Right-of-Way existing as of the date of this article who have not provided “as-built plans” shall provide one-quarter (1/4) of the information concerning Facilities in city Public Right-of-Way within one (1) year after the enactment of this article, and one-quarter (1/4) each six (6) months thereafter. The detail and accuracy will address location, size of Facilities, materials used, and any other health, safety and welfare concerns. Submittal of “as-built plans” shall be in digital format, and each sheet must be a separate file using TIFF formatting.

Sec. 13.43. Inspection of Facilities.

(a) The Contractor must give seven (7) business days’ notice to the city prior to the start of work. The city reserves the right to inspect new and existing Facilities at any time.

(b) The city’s inspections, or the failure to do so, shall not operate to impose upon the city any liability of any kind whatsoever or relieve the Contractor of any responsibility, obligations or liability for Contractor’s Facilities, whether assumed under the Contractor’s Permit or otherwise existing.

(c) The city shall provide written notice to the Contractor if an inspection reveals that all, or any part, of the Contractor’s Facilities are installed, used, or maintained in violation of this ordinance or Contractor’s Permit. The Contractor agrees to bring its Facilities into full compliance with this ordinance and its Permit within thirty (30) Days of receipt of notice from the city. If the Contractor does not correct the violation(s) within thirty (30) Days as required, the city may correct the conditions at the Contractor’s expense. When the city reasonably believes that the violation(s) poses an immediate threat to the safety of any person, interferes with the performance of the city’s obligations, or poses an immediate threat to the physical integrity of poles or city facilities or the Public Right-of-Way, the city may perform work and/or take action as reasonably necessary to eliminate such immediate threat without first giving written notice to the Contractor. The city will advise the Contractor in writing of the work performed or the action taken, including photographic evidence substantiating the violation and its cause. The Contractor shall pay the city for all costs the city incurs in performing the work or taking the action.

Sec. 13-44. Conformance with public improvements.

(a) An Owner may trim trees in or over the Public Rights-of-Way for the safe and reliable operation, use and maintenance of its Facilities. All tree trimming shall be performed in accordance with standards promulgated by the National Arborist Association and the International Society of Arboriculture. Should the Owner, its contractor or agent, fail to remove trimmings within twenty-four (24) hours, the city may remove the trimmings or have them removed, and

upon receipt of a bill from the city, the Owner shall promptly reimburse the city for all costs incurred within thirty (30) Days.

(c) An Owner shall temporarily remove, raise or lower its aerial Facilities to permit the moving of houses or other bulky structures. The Owner shall temporarily remove, raise or lower its aerial Facilities within fifteen (15) business days of receiving a copy of a Permit issued by the City. The expense of these temporary rearrangements shall be paid by the party or parties requesting and benefiting from the temporary rearrangements. The Owner may require prepayment or prior posting of a bond from the party requesting the temporary move.

Sec. 13-45. Location of poles and utility structures.

(a) Utility structures not exceeding twenty (20) cubic feet are allowed in the Public Right-of-Way or utility easements, subject to available room and located as approved by the Responsible Person. The placement of utility structures larger than twenty (20) cubic feet, but not exceeding thirty (30) cubic feet, will be reviewed on a case-by-case basis by the Responsible Person. Such structures shall not encroach within a sidewalk area, including a vertical clearance of 8 feet above the sidewalk or within the sight visibility area.

(b) Utility structures larger than thirty (30) cubic feet shall be located as close as practical to the back of a public or private utility easement and subject to available room and located as approved by the Responsible Person.

(c) Above-ground Facilities such as pedestals, switching boxes, marker posts, and similar Facilities shall be located no less than three (3) feet from the edge of an alley or the back of street curbs and shall not create a physical or visual barrier to vehicles leaving or entering roads, driveways, or alleys. Such Facilities shall also not be located in front of residential lots in a manner that creates an unreasonable visual or aesthetic impairment for the property owner.

(d) The Owner's identity and telephone number shall be placed on all utility structures placed in the Public Rights-of-Way.

(e) The following provisions are applicable to the identification of existing underground Facilities. Contractors and Owners performing line locates shall comply with the following:

(1) No line locate may be longer than five hundred (500) linear feet. If the project requires a line locate longer than five hundred (500) linear feet, a separate line locate request must be called in for each five hundred (500) foot section.

(2) Area locates must be made with white ultraviolet degradable paint.

(3) All locates must be made with ultraviolet degradable paint.

(4) Painting of decorative surfaces and features should be avoided whenever possible.

(5) If the Responsible Person determines that the locate marks are excessive, the person making the locate marks may be required to remove marks using a method acceptable to the Responsible Person.

(6) All locate flags related to the ticket called in by the contractor shall be removed prior to final acceptance.

(7) All locate requests must be placed in accordance with federal, state, and local laws, with the most stringent law prevailing.

(a) The city shall not grant Permits for Facilities that, in the city's sole determination, will adversely impact pedestrian movement or will be in violation of the Americans with Disabilities Act.

(b) A minimum five (5) foot clear path of travel will be provided at all times.

(c) Separation.

(1) In order to minimize negative visual impact to the surrounding area, the hazard of poles, adjacent to roadways, and the effect on property values, the city may deny a Permit for a new pole, if the requested location is within 45 linear feet of a Street intersection or 300 linear feet per block face of existing pole.

(2) In residential zoning districts, poles shall be located where the shared property line between two residential parcels intersects the Public Right-of-Way.

(3) In non-residential zoning districts, Facilities shall be located between tenant spaces, storefront bays, or adjoining properties where their shared property lines intersect the Public Right-of-Way.

(d) Poles shall be set back a minimum of twenty (20) feet from a traffic signal pole, and set back a minimum of fifteen (15) feet from any pedestrian ramp. The city may require a greater setback from these and other fixtures in the Public Right-of-Way to ensure proper sight lines for public safety purposes.

(e) Poles and accessory equipment shall be located at least ten (10) feet from a driveway and at least twelve (12) feet from the center of existing trees.

Division IV – Removal and Abandonment of Facilities; Repair and Restoration

Sec. 13.46 - Removal Upon Notice from the City for City Project.

(f) The city may determine that it is necessary for the Contractor to remove or relocate its Facilities or any portion thereof from the Public Right-of-Way for city projects. Whenever the city reasonably determines that relocation or removal is needed for the construction, completion, repair, widening, relocation, or maintenance of, or use in

connection with, any city construction or maintenance project of a Street or Public Right-of-Way, or other public purpose, the Contractor shall remove or relocate its Facilities at its sole cost and expense, except as otherwise provided in existing state or federal law.

- (g) The Contractor shall complete the removal or relocation within thirty (30) Days after receiving written notice from the city, provided the city or a third party has not prevented the Contractor from completing such work. The Contractor shall notify the city in writing within ten (10) Days after the removal or relocation has been completed.
- (h) If the Contractor fails to remove or relocate the Facility or portion thereof as requested by the city within thirty (30) Days after receiving written notice from the city, the city shall have the right to remove, or to have removed, the Facility at the Contractor's expense.
- (i) The city shall not be responsible or liable for damage to the Contractor's Facilities except to the extent provided in this ordinance.
- (j) The Contractor shall reimburse the city for the city's actual cost of removal of the Facilities within 30 Days of receiving the invoice from the city.

Sec. 13.47. - Removal Required by the City for Safety and Imminent Danger Reasons.

- (a) The Contractor shall, at its sole cost and expense, promptly disconnect, remove, or relocate the applicable Facility within the time frame and in the manner required by the city if the city reasonably determines that the disconnection, removal, or relocation of any part of a Facility:
 - (1) is necessary to protect the public health, safety, welfare, or public property;
 - (2) if such Facility, or portion thereof, is adversely affecting proper operation of city facilities or equipment; or
 - (3) if the Contractor fails to obtain all applicable licenses, Permits, and certifications required by law for its Facilities or for the use of any location under applicable codes, regulations and law.
- (b) If the city reasonably determines that there is imminent danger to the public, then the city may immediately disconnect, remove, or relocate the applicable Facilities at the Contractor's sole cost and expense in strict accordance with the city's ordinances.

Sec. 13.48. - Repair by Contractor. The Contractor shall repair any damage to any Public Right-of-Way, city facility or equipment, and the property of any third party resulting from the Contractor's removal or relocation activities (or any other of the Contractor's activities hereunder) within 10 Days following the date of such removal or relocation, at the Contractor's sole cost and expense, including restoration to substantially the same condition as it was immediately before the date the Contractor was granted a Permit, including restoration or replacement of any damaged trees, shrubs, or other vegetation. Such repair, restoration and replacement shall be subject to the sole, reasonable approval of the city.

Sec. 13-49. Restoration of property.

(a) The surface of any Public Right-of-Way disturbed by Owner in the construction or maintenance of its Facilities shall be restored to as good a condition as before the commencement of the work promptly but not more than thirty (30) Days after the completion of the work in accordance with all applicable codes and ordinances. The city shall have ninety (90) Days from the date of such restoration to determine whether the restored surface requires additional work to place it in as good a condition as before the commencement of the work. If the city determines that additional restoration work is necessary, Owner shall perform all additional restoration work to the satisfaction of the city. No Public Right-of-Way shall be encumbered for a period longer than necessary to complete all work.

(b) If Restoration is not satisfactory or performed in a timely manner, after written notice, then all work in progress, except that related to the problem, including all work previously Permitted but not complete may be halted and a hold may be placed on any future Permits until all Restoration is complete.

(c) Upon failure of Owner to perform such Restoration, and five (5) Days after written notice has been given to the Owner by the city, and in the event Restoration has not been initiated during such five (5)-Day period, the city may repair such portion of the Public Rights-of-Way as may have been disturbed by the Owner, its contractors or agents. Upon receipt of an invoice from the city, the Owner will reimburse the city for the costs so incurred within thirty (30) Days from the date of the city invoice.

(d) If the city determines that the failure of Owner to properly repair or Restore the Public Rights-of-Way constitutes a safety hazard to the public, the city may undertake Emergency repairs and Restoration efforts, after Emergency notice has been provided, to the extent reasonable under the circumstances. Upon receipt of an invoice from the city, the Owner shall promptly reimburse the city for the costs incurred by the city within thirty (30) Days from the date of the city invoice. If payment is not received within the thirty (30) Days, the city shall initiate a claim for compensation with the appropriate bonding company.

(e) Owner shall warrant any restoration work performed in the Rights-of-Way for two (2) years from the date of final completion and acceptance of the work by the city or, if additional restoration work is required, from the date of acceptance of the additional restoration work by the Responsible Person as meeting city's standards, whichever date is later. This warranty shall include all repairs and actions needed as a result of:

- (1) Defects in workmanship;
- (2) Settling of fills or excavations;
- (3) Any unauthorized deviations from the approved plans and specifications;
- (4) Failure to barricade;

- (5) Failure to clean up during and after performance of the work;
- (6) Restoration of improvements including, but not limited to, landscaping and irrigation; or
- (7) Any other violation of the ordinances of the city.

(f) If repairs are required during the two-year warranty period, those repairs need only be warranted until the end of the initial two-year period starting with the date of acceptance. It is not necessary that a new two-year warranty be provided for subsequent repairs after acceptance.

(g) At any time prior to completion of the two-year warranty period, the city may notify the Owner of any needed repairs. Such repairs shall be completed within twenty-four (24) hours if the city determines the defects are an imminent danger to the public health, safety, or welfare. Non-emergency repairs shall be completed within fifteen (15) calendar days after notice is sent by the city. Within two (2) years from the date of the completion of the repair work, should the city reasonably determine that the surface, base, irrigation system, or landscape treatment requires additional Restoration work to meet the standards of subsection (a), Owner shall perform such additional Restoration work to the satisfaction of the city, subject to all city remedies as provided herein.

(h) Restoration must be to the reasonable satisfaction of the Responsible Person. The Restoration shall include, but not be limited to:

(1) Replacing all ground cover with the type of ground cover damaged during work to a condition equal to or better either by sodding or seeding, or as directed by the Responsible Person. Replacement of sod is to be of like kind, smoothed, shaped, rolled, and compacted for proper landscape maintenance;

(2) Adjusting of all manholes and handholes, as required;

(3) Backfilling all bore pits, potholes, trenches or any other holes shall be completed daily, unless other safety requirements are approved by the Responsible Person. Holes with only vertical walls shall be covered and secured to prevent entry. If bore pits, trenches or other holes are left open for the continuation of work, they shall be fenced and barricaded to secure the work site as approved by the Responsible Person;

(4) Leveling of all trenches and backhoe lines;

(5) Restoration of excavation site to city specifications;

(6) Restoration of all paving, sidewalks, landscaping, ground cover, trees, shrubs and irrigation systems.

(7) Openings in pavement or sidewalks shall be filled by tamping the dirt in such a manner as to leave the street, alley or sidewalk at that point free from depressions

or holes; the opening shall be refilled and maintained by Permittee until the dirt is thoroughly settled and packed, the gravel, if any, replaced and packed; the surplus of dirt and/or gravel removed and the surface of the street, alley or sidewalk is in as good condition as it was prior to the making of any opening or excavation therein.

a. Permittee shall report the completion of the refill to the Responsible Person, whose duty it shall be to inspect and pass upon the completeness and acceptability of the workmanship of the refill.

b. Should the refill not meet with the approval of the Responsible Person, the Permittee will be given two (2) Days' notice, either in writing or otherwise, to complete the job to the satisfaction and approval of the Responsible Person.

(i) Owner or contractor shall remove all locate flags during the clean-up process at the completion of the work.

(j) In the event a Permit issued under this Chapter is revoked, the Permit holder shall immediately commence operations to restore the work area within the roadway to its proper condition, such work to be completed within twenty-four (24) hours. In addition, except as required to restore the work area to its proper condition, the Permit holder shall remove all equipment, men, materials and debris from the roadway. In the event such restoration is not done, the city may, at its election, take charge of the work and restore the premises to its proper condition and shall be entitled to recover from the Permit holder by civil action the actual expenses incurred by the city in restoring the premises, including, but not limited to, cost of labor, materials, overhead, rental of any equipment used by the city in restoring the site and attorney's fees, and for such purposes, the city shall have a right of action against any bonds in effect running from the holder of the Permit to the city, conditioned upon compliance with the ordinances of the city in the performance of such work.

Sec. 13-50. Abandonment of Facilities

Whenever an Owner intends to abandon any of its Facilities within a Public Right-of-Way, it shall submit to the city an application describing the Facilities to be abandoned and the date of the proposed abandonment. The city may require Owner, at Owner's expense: (a) to remove the Facilities from the Public Right-of-Way; or (b) to modify the Facilities in order to protect the public health and safety or otherwise serve the public interest. If the Owner fails to respond to the city's request within sixty (60) days, the abandoned Facilities shall be considered the property of the city. Alternatively, the Owner may choose to remove the Facilities.

Division V – Liability, Indemnification and Insurance

Sec. 13.51. Liability and Indemnification.

(a) The city reserves the right to maintain and operate Public Rights-of-Way in the manner it deems best. The Contractor agrees to use Public Rights-of-Way at the Contractor's sole risk. The city shall exercise reasonable care to avoid damaging the Contractor's Facilities and the city shall report to the Contractor the occurrence of any such damage caused by the city's employees, agents or contractors.

(b) THE CONTRACTOR SHALL INDEMNIFY THE CITY AS PROVIDED IN CHAPTER 283, SECTION 283.057(a) AND (b), TEXAS LOCAL GOVERNMENT CODE.

(c) No provision of this ordinance is intended, or shall be construed, to be a waiver for any purpose by the city of governmental immunity or other provisions of Texas law limiting municipal liability. No indemnification provision contained in this ordinance under which the Contractor indemnifies the city shall be construed in any way to limit any other indemnification provision contained in this ordinance or Texas law.

Sec. 13-52. Insurance requirements.

(a) Owner shall, at its sole cost and expense, obtain, maintain, or cause to be maintained, and provide, throughout the term of the Permit granted herein, insurance in the amounts, types and coverages as required by the city. Such insurance may be in the form of self-insurance to the extent not precluded by applicable law or by obtaining insurance.

(b) Owner must name the city, which includes all authorities, commissions, divisions, and departments, as well as elected and appointed officials, agents, and volunteers, as additional insureds under the required coverage, except workers' compensation coverage. The certificate of insurance must state that the city is an additional insured and provide for an endorsement that the "other insurance" clause shall not apply to the city where the city is an additional insured shown on the policy.

(c) Owner will require its contractors and subcontractors performing work within the Public Rights-of-Way to maintain, at their sole cost and expense, insurance in the form and with the minimum limits required by the city. Such insurance shall be required under the same conditions as specified herein for Owner. Owner will maintain at all times, and will provide to city upon request, proof of its contractors' and subcontractors' compliance with this requirement.

(c) Owner will provide proof of insurance prior to issuance of the Permit. The certificate of insurance shall state the policy number, name of the insurance company, name and address of the agent or authorized representative of the insurance company, name, address, and telephone number of insured, policy expiration date, and specific coverage amounts.

(d) All policies shall be endorsed to read: "THIS POLICY WILL NOT BE CANCELLED OR NON-RENEWED WITHOUT THIRTY (30) DAYS ADVANCE WRITTEN

NOTICE TO THE CITY EXCEPT WHEN THIS POLICY IS BEING CANCELLED FOR NONPAYMENT OF PREMIUM, IN WHICH CASE TEN (10) DAYS ADVANCE WRITTEN NOTICE IS REQUIRED.”

(e) Within ten (10) calendar days of a suspension, cancellation, or non-renewal of coverage, the Owner shall provide a replacement Certificate of Insurance and applicable endorsements to the city. The city shall have the option to suspend the Owner’s performance and the Permit should there be a lapse in coverage at any time during the Construction period.

(f) In addition to any other remedies the city may have upon the Owner’s failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the city shall have the right to order the Owner to stop work under its Permit.

(g) Nothing herein contained shall be construed as limiting in any way the extent to which the Owner may be held responsible for payments of damages to persons or property resulting from the Owner’s or its subcontractors’ performance of the work.

(h) Owner’s insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the city. The insurance required is in addition to and separate from any other obligation of Owner hereunder.

(i) Owner and its subcontractors are responsible for all damage to their own equipment and/or property.

Division VI – Emergencies

Sec. 13-53. Emergency situations.

The requirements of this Chapter are to be used for all planned construction projects. In the event of an emergency type situation, notification of work to be done may be made by telephone directly to the responsible person or his appointed representative, thereby bypassing the requirements of this article. Under these conditions the Owner will still be required to follow the basic barricading standards as outlined in the Manual.

Sec. 13.54. Emergency Contact.

The Contractor shall maintain a staffed 24-hour emergency telephone number, not available to the general public, where the city can contact the Contractor to report damage to the Contractor’s Facilities or other situations requiring immediate communications between the parties. Such contact person shall be qualified and able to respond to the city’s concerns and requests.