



City of Bryan – Water Services

P.O. Box 1000
Bryan, Texas 77805
979-209-5900

CITY OF BRYAN
The Good Life, Texas Style.

Sewer Lateral Assessment Policy

1. Sewer Lateral Assessments, outlined in the Texas Local Government Code, Section 552.901, are limited to the relocation or replacement of private sewer laterals.
2. A private sewer lateral is defined as the portion of pipe that carries household wastewater, starting at the dwelling's outer wall or foundation and ending at the public main. Damaged or blocked pipes located within the interior walls or underneath the foundation of the dwelling are not covered under this policy.
3. Property owners eligible for funding must: (a) be a current City of Bryan resident, (b) own the property where the replacement or relocation is made, and (c) maintain an appropriate credit history. Funding is limited to single family dwellings, duplex and multiplex residential dwellings.
4. A completed pre-qualification application form must be received for each funding request.
5. Relocation or replacement of defective laterals due to leaking joints, pipe infiltration, collapsed lines, or a blockage of the pipe rendering that lateral not functional are included in this program. Simple blockages that can be corrected by sewer cleaning or segment repairs to a defective sewer lateral are not covered under this program.
6. Expenses eligible for program coverage are permit fees, removal and replacement of sidewalks and driveways, excavation, replacement or relocation of the sewer lateral, installation of a city side cleanout (if applicable), and backfilling of the worksite. It is the responsibility of the property owner to restore landscaping and ground cover.
7. Repair costs for sidewalks affected by sewer lateral replacement or relocation will be limited to a maximum length of four (4) feet. Repair costs for driveways affected by sewer lateral replacement or relocation must be pre-approved by the Public Works Director.
8. Removal or relocation of any permanent or semi-permanent structures such as garages, sheds, swimming pools, fencing, porches, steps, playground equipment, retaining walls, sprinkler systems, landscape, etc., located within the work site of the sewer lateral replacement or relocation will be the responsibility of the property owner.
9. A four inch (4") cleanout must be installed at the property line adjacent to the public utility easement or Right of Way if one does not currently exist.
10. Assessments are available to qualifying property owners with no down payment or closing costs. A simple interest rate of 3% will be applied to all assessments.
11. Assessments may be paid off any time during the term without penalty. Property owners will be invoiced monthly by the City of Bryan Finance Department. Property owners will be allowed up to 5 years from the date the work is completed to repay the assessment.

Property Owner's Initials _____

12. The property owner will secure at least two bids for work. Bids must be itemized and include a scope of service and detailed drawing of the project. The bids will be presented to the City for review and acceptance.
13. Consent of the property owner to the bid is ratified by entering into a contract with the City. A \$48.00 filing fee is required for each contract. This fee will cover expenses associated with filing Certificate of Completion, lien, and lien release with Brazos County, Texas.
14. Once a contract is completed, the agreed upon price may be increased by no more than 10 percent due to unforeseen changes or costs in the contract without the written consent of the property owner. Completed contracts are filed with the City Secretary.
15. The property owner is responsible for managing the project. Any increases to the City accepted bid requires notification to the City for approval prior to work being performed.
16. After a contract is signed, property owners are allotted a window of 45 days to reject the contract. Work may not begin until conclusion of the allotted 45 day period unless the property owner files an affidavit with the City Secretary affirming their wish to "waive their right to reject the contract". Work may begin immediately if a property owner waives their right to reject the contract. Property owners desiring to withdraw their consent must notify the Water Services Department in writing of their desire to withdraw consent before conclusion of the 45 day period. After expiration of the 45 day period, the property owner may not withdraw their consent to the contract.
17. Payment will be made to the service provider by the City once the relocation or replacement is accepted by the City. A certificate of completion will be completed by the service provider and Public Works Director certifying that work has been completed in accordance with the contract and applicable codes.
18. The certificate of completion and lien affidavit will be filed with the County Clerk's Office. A copy of the certificate of completion will be provided to the property owner by the City.
19. The property owner will be invoiced monthly by the City's Finance Department for repayment of the assessment. Invoicing will begin in the month following the County Clerk's receipt of the certificate of completion and lien affidavit.
20. The property owner must repay the assessment in full plus simple interest in an amount not to exceed 3%. A release of the assessment and lien will be filed with the County Clerk once the assessment is repaid in full.
21. It is understood and agreed in the event of default in the payment of two consecutive assessment payments, the City may disconnect water services to the residence. Disconnect of service shall be of locking type so as to enable the City to disconnect water to the property in the event of default. The property owner, his agents, or tenants may not remove or tamper in any way with the locking device. The property owner shall be liable to the City for damages caused by property owner, his agents, or tenants to the locking device. The City may notify the proper credit agencies of such default and may proceed to enforce its remedies set forth in the Promissory Assessment.
22. If the property owner fails to pay the assessment during the agreed term the City may enforce the lien on the property.

Property Owner's Initials _____



SEWER LATERAL ASSESSMENT PROGRAM PRE-QUALIFICATION FORM

CITY OF BRYAN
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SECTION I. General Information		
Property Owner Name:	Co-Owner Name (Spouse):	
Property Owner Drivers License Number:	Co-Owner Drivers License Number:	
Property Owner Social Security Number:	Co-Owner Social Security Number:	
Mailing Address:	E-mail Address:	
City:	State:	Zip Code:
Home Number:	Mobile Number	
Property Owner Present Employer:	Work Number:	
Employer Address:	Years of Employment:	
City:	State:	Zip Code:
Co-Owner Present Employer:	Work Number:	
Employer Address:	Years of Employment:	
City:	State:	Zip Code:
Nearest Relative Name:	Work Number:	
Relative Address:		
City:	State:	Zip Code:

SECTION II. Site Information	
Address:	
Legal Description of Property:	
Will Replacement of Sewer Line Require Removal of Sidewalk or Driveway? No <input type="checkbox"/> Yes <input type="checkbox"/>	
Which Best Describes the Property? (CHECK BOX MOST APPLICABLE)	
<input type="checkbox"/> Owner Occupied <input type="checkbox"/> Tenant Occupied <input type="checkbox"/> Duplex <input type="checkbox"/> Multiplex	
ATTACHMENT	
1. Copy of Property Owner's current Brazos County Tax Statement.	
SECTION III. Financial Information	
Property Owner's Current Gross Monthly Income:	Co-Owner Gross Current Monthly Income:
ATTACHMENTS	
1. Copy of Property Owner's most recent U.S. Individual Tax Return Form 1040 2. Copy of Co-Owner's most recent U.S. Individual Tax Return Form 1040 (if filed separately)	
SECTION IV. Certification Statement & Agreement	
I certify by signing this document that consent is given freely and that I am the owner of property described herein. The information provided is true and correct and I have read the City's Sewer Lateral Assessment Policy. I understand that I am not entering into a contract but am authorizing a credit check for Program participation. I further understand that work performed prior to receiving approval is performed at my own risk and may result in denial of any reimbursement of cost incurred.	
Signature of Property Owner:	Date:
Signature of Co-Owner:	Date:

NOTE: Two written bids from separate contractors and \$48.00 filing fee is required to be submitted along with completed Pre-Qualification Form. The filing fee is refundable should you choose not to participate in the program before filing a "Waiver of Right to Reject" Form with the City Secretary's Office or before the 45th day from the date the Promissory Assessment is signed by both parties.

OFFICIAL USE ONLY	
To the best of my knowledge and understanding of the information provided the property owner <input type="checkbox"/> Does <input type="checkbox"/> Does not merit for the Assessment Program	
If Does Not Meet , please specify: <input type="checkbox"/> Credit History <input type="checkbox"/> Insufficient Information <input type="checkbox"/> Other _____	
Signature:	Date: