City of Lubbock, Texas
Regular City Council Meeting
Thursday, May 28, 2015

Glen C. Robertson, Mayor
Jim Gerlt, Mayor Pro Tem, District 4
Victor Hernandez, Councilman, District 1
Floyd Price, Councilman, District 2
Jeff Griffith, Councilman, District 3
Karen Gibson, Councilwoman, District 5
Latrelle Joy, Councilwoman, District 6

James Loomis, City Manager
Chad Weaver, City Attorney
Rebecca Garza, City Secretary

http://www.mylubbock.us

1625 13th Street, Lubbock, Texas

City of Lubbock City Council Meetings are available to all persons regardless of disability. If you require special assistance, please contact the City Secretary's Office at 775-2061 or write to Post Office Box 2000, Lubbock, Texas 79457 at least 48 hours in advance of the meeting.

Note: On occasion the City Council may consider agenda items out of order.

1:30 p.m. -- City Council convenes in work session in Room 103 in City Hall to consider items 1.-1.1. At the completion of the work session, City Council then recesses into executive session to consider items 2.-2.4.

5:15 p.m. -- City Council reconvenes in open session to consider items 3.-7.13.

1. **Work Session - Items for presentations and discussions on such issues that may require more in-depth consideration of the City Council than Regular Agenda items. Action may be taken on a Work Session/Business Agenda item posting if the item indicates to the public the action to be taken.**

1. 1. Discuss Stormwater Utility Rates and possible amendments to the rate structure, financing and debt obligation, including possible action to direct the City Manager to conduct any additional analysis, review or study of the current rate structure or possible amendments thereto, including possible modifications to financing and debt structure.

2. **Executive Session**

2. 1. Hold an executive session in accordance with Texas Government Code, Section 551.071, with legal counsel for advice about pending or contemplated litigation or settlement agreement and on matters in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct conflicts with Chapter 551 of the Texas Government Code.

2. 1. 1. Civil Action No. 5:14-CV-00168-Craig Mooring v. Brady Lewis, Tony Williams and Lubbock Police Department.

2. 1. 2. Discuss the waiver of the Attorney Client Privilege in regard to the report prepared by Tom Riney on July 15, 2013, and consider Attorney General Opinion number OR2013-17487.

2. 1. 3. Purchase Power Agreement

2. 1. 4. Landwer House located in Guadalupe Park.

2. 1. 5. McAlister Park

2. 1. 6. Mackenzie Park

2. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.

2. 2. 1. Landwer House located in Guadalupe Park.

2. 2. 2. McAlister Park

2. 2. 3. Mackenzie Park

2. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.

2. 3. 1. City Attorney

2. 3. 2. City Manager

2. 3. 3. City Secretary

2. 4. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Water Board of Appeals.

3. **Proclamations and Presentations**

3. 1. Invocation by Father Martin Piña, St. Joseph Catholic Church

3. 2. Pledges of Allegiance

3. 3. Presentation of a special recognition for Elder Abuse Awareness Month.

3. 4. **Board Recognitions:**

Animal Services Advisory Board:
Michael Cole

Junked Vehicle Compliance Board:

Roger Karr
Pete Ruiz

Park & Recreation Board:
Jane Nagy

Water Board of Appeals:
Kathy Lust

4. **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall:**

Notify the City Manager's office of that fact, completing the form available at the City Manager's office, or online at the following hyperlink:

Public Comments Sign-Up Form

and submit it no later than seventy-five (75) hours prior to the start of the meeting at which the citizen wishes to appear; or

sign up to speak at the City Council meeting itself, completing the form provided at the meeting, with regard to any item posted on the City Council agenda.

See the Supplemental Citizen Comment Agenda.

5. **Minutes**

5. 1. April 23, 2015 Regular City Council Meeting

6. **Consent Agenda - Items considered to be routine and enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.**

6. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-O0045 Amendment 19 amending the FY 2014-15 Budget for municipal purposes respecting position control to reclassify six firefighter positions; providing for filing; and providing for a savings clause.

6. 2. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-O0046 Amendment 20 amending the FY 2014-15 budget for municipal purposes respecting the General Fund Capital Program to amend capital improvement project (CIP) 92358, City Hall Elevator Installation; providing for filing; and providing for a savings clause.

6. 3. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-O0047 Amendment 21 amending the FY 2014-15 budget for municipal purposes respecting the Airport Fund Capital Program to amend capital improvement project (CIP) 92191, Airport Facility Improvements; providing for filing; and providing for a savings clause.

6. 4. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-O0048 Amendment 22 amending the FY 2014-15 budget for municipal purposes respecting the Storm Water Capital Program to establish Capital Improvement Project (CIP) 8599, Storm Water Utility Fee Re-Structure; and respecting the General Fund to increase the transfer to the Storm Water Capital Project Fund; providing for filing; and providing for a savings clause.

6. 5. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 13 amending the FY 2014-15 budget for municipal purposes respecting the Hotel Occupancy Tax Fund, the Civic Center Fund, Market Lubbock, Inc., the Debt Service Fund, the North Overton Tax Increment Finance (TIF) Fund, Civic Lubbock, Inc., the General Fund Capital Improvement Project (CIP) Fund, CIP 92362 – Buddy Holly Center Renovations Phase II, the Civic Center CIP Fund, and CIP 8594 – Coliseum Parking Lot Seal Coat; providing for filing; and providing for a savings clause.

6. 6. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 23 amending the FY 2014-15 Budget for municipal purposes respecting the North and East Lubbock Neighborhood and Infrastructure Fund to appropriate additional revenue from Oil and Gas Royalties and change the appropriation for Downtown Redevelopment; respecting the Central Business District (CBD) Tax Increment Financing Reinvestment Zone (TIF) Fund to increase the Transfer from the North and East Lubbock Neighborhood and Infrastructure Fund and increase the appropriation for Special Projects; providing for filing; and providing for a savings clause.

6. 7. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 24 amending the FY 2014-15 Budget for municipal purposes to amend Capital Improvement Project (CIP) 8592, Godeke Library Renovations; CIP 91169, Park Pavilions; CIP 91170, Park Playgrounds; establish CIP 8600, Water Damaged Facilities; respecting the Risk Fund by increasing the Transfer to General Fund Capital - General Facilities; providing for filing; and providing for a savings clause.

6. 8. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 25 amending the FY 2014-15 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for the Ebola Preparedness and Response Grant from the Texas Department of Housing and Community Affairs for the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

6. 9. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Change Order 4 to construction services contract 11430 with Red River for Construction Services associated with North Water Treatment Plant (NWTP) Improvements 1.

6. 10. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute a professional services contract with Alan Plummer & Associates, Inc. (APAI) for North Water Treatment Plant Improvements (NWTP) No. 2 Design Services.

6. 11. **Resolution - Wastewater:** Consider a resolution authorizing the Mayor to execute contract 12309 with Ground Effects for ground maintenance at the Southeast Water Reclamation Plant, ITB 15-12309-TF.

6. 12. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2015-O0049 abandoning and closing a 5-foot underground utility easement located in Lot 11-A-1-A, The Gables Addition Lubbock County, Texas, 5235 20th Street, Lubbock, Texas.

6. 13. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Jui-Lien Chou Ho, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 5, Block JS, Lubbock County, Texas.

6. 14. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Quaker Loop, LTD, a Texas Limited Partnership, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 18, Block A, Lubbock County, Texas.

6. 15. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Quaker Loop, LTD, a Texas Limited Partnership, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 18, Block A, Lubbock County, Texas.

6. 16. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Earl's Commercial Holdings, L.L.C., a Texas limited liability company, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 14, Block A, Lubbock County, Texas.

6. 17. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Kyle M. Zahn and wife, Amy L. Zahn, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 13, Block JS, Lubbock County, Texas.

6. 18. **Resolution - Right-of-Way**: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Mike Abbe, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 14, Block A, Lubbock County, Texas.

6. 19. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute a resolution supporting modernization of the Passenger Facility Charge program as part of Federal Aviation Administration (FAA) Reauthorization legislation.

6. 20. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute Amendment 2 to contract 6537 with Republic Parking System, Inc. for public parking management of the Airport Shelter Park facility for Lubbock Preston Smith International Airport.

6. 21. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute a ramp area use agreement with Federal Express Corporation at Lubbock Preston Smith International Airport.

6. 22. **Resolution - Human Resources:** Consider a resolution authorizing the Mayor to approve changes to the City of Lubbock Employee Benefit Plan administered by Blue Cross Blue Shield of Texas concerning certain adjustments to participant deductible, co-payment, and out-of-pocket co-share amounts.

6. 23. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12065 with Perkins + Will of Dallas, Texas for the professional architectural and engineering services relating to the Municipal Facilities Renovations, RFQ 15-12065-MA.

6. 24. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12328, an agreement with Parkhill Smith & Cooper (PSC) for professional architectural and engineering services for the renovations of the LP&L offices located at 402 East Municipal Drive.

6. 25. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12253 with Tommy Klein Construction Company, for the renovations of the Mae Simmons Senior Center located at 2004 Oak Avenue, RFP 15-12253-MA.

6. 26. **Resolution - Radio Shop:** Consider a resolution authorizing the Mayor to execute purchase order Contract 32500540 with CAP FLEET Upfitters for equipment to outfit the 2015 Chevrolet Tahoe Defender vehicles for the Police Patrol.

6. 27. **Resolution - Radio Shop:** Consider two resolutions authorizing the Mayor to execute contract 12264 with OSI Batteries and contract 12184 with Battery Solutions, Inc. for replacement batteries and chargers for mobile radios, ITB 15-12184-PD.

6. 28. **Ordinance 2nd Reading - Civic Center:** Consider Ordinance 2015-O0050 amending Chapter 14 of the Code of Ordinances of the City of Lubbock as it relates to Prohibited Noises Section 14.04.003(a) in connection with the amphitheatre located in Mackenzie Park.

6. 29. **Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute purchase order contract 27600007 with Mity-Lite, Inc. of Orem, Utah to provide banquet chairs and carts for use at the Lubbock Memorial Civic Center.

6. 30. **Resolution - Health:** Consider a resolution authorizing and directing the Mayor to execute a Memorandum of Understanding between the City of Lubbock and StarCare Specialty Health System - Parenting Awareness & Drug Risk Education Program (PADRE).

6. 31. **Resolution - Solid Waste:** Consider resolutions authorizing the Mayor to execute contract 12262 with Jarvis Recycling Metals, Inc. and contract 12352 with Commercial Metals Company for the sale of scrap metal, RFP 15-12262-TF.

6. 32. **Resolution - Fleet:** Consider two resolutions authorizing the Mayor to execute contract 12244 with Hub City Body Works, Inc and contract 12296 with Seay Collision II, LLC for body shop repair services, RFP 15-12244-MA.

6. 33. **Resolution - Fleet:** Consider a resolution authorizing the Mayor to execute purchase order contract 31023395 with Premier Yamaha Boating Centers for a boat for the Police Patrol Division, ITB 15-12316-SS.

6. 34. **Resolution - Parks and Recreation:** Consider a resolution authorizing the Mayor to execute contract 12375 a professional services agreement with Chapman Harvey Architects, Inc., for architectural and engineering services for Lewis Ball Field Complex Facility Improvements.

6. 35. **Ordnance 1st Reading - Parks and Recreation:** Consider an ordinance amending Chapter 16 of the Code of Ordinances of the City of Lubbock, Texas in regards to the possession, sale, or consumption of alcohol at Bayer Museum of Agriculture and the American Wind Power Center.

6. 36. **Resolution - City Manager:** Consider a resolution authorizing the Mayor to execute a Second Amendment correcting the property description and the survey of the Commitment Agreement dated July 23, 2013, between the City of Lubbock and the Lubbock Entertainment and Performing Arts Association.

7. **Regular Agenda**

7. 1. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 1585-G, a request of Bywater Development Group, LLC, for North & East Lubbock CDC, for a zoning change from A-2 to A-2 Specific Use for apartments on Block 68, Roberts-McWhorter Addition, 1913 Baylor Street, and consider an ordinance.

7. 2. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 2255-Q, a request of Lacee Romero, for High Impact Properties TX, Ltd., for a zoning change from C-2 to C-2A Specific Use for a veterinary clinic on Lot 30, Spur 327 Business Park Addition, 5820 66th Street, and consider an ordinance.

7. 3. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 2178-J, a request of Lacee Romero, for High Impact Properties TX, Ltd., for a zoning change from GO and A-1 to C-2 on 1.009 acres of unplatted land out of Block E-2, Section 18, 3419 98th Street, and consider an ordinance.

7. 4. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 2543-E, a request of Brent Birdwell for a zoning change from R-1 Specific Use to Garden Office (GO) on Lot 32, Colonial Heights Addition, 1912 98th Street, and consider an ordinance.

7. 5. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 2911-A, a request of Hugo Reed and Associates, Inc., for Lubbock Crown Development, LLC, for a zoning change from T to R-1 Specific Use on 13.6 acres of unplatted land out of Block E-2, Section 16, west of Utica Avenue and north of 110th Street, and consider an ordinance.

7. 6. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3254, a request of Hugo Reed and Associates, Inc., for UMC Health System, for a zoning change from A-2 and C-3 to AM and IHC on 16.2 acres of unplatted land out of Block JS, Section 1, south of Auburn Street, east of North Brentwood Avenue, and north of 2nd Drive, and consider an ordinance.

7. 7. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 2573-O, a request of Hugo Reed and Associates, Inc., for UMC Health System, for a zoning change from A-2 to AM and C-3 on 19.5 acres of unplatted land out of Block JS, Section 1, west of North Slide Road and north of Colgate Street, and consider an ordinance.

7. 8. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3256, a request of AMD Engineering, LLC, for MRXNO, for a zoning change from R-1 to C-3 on 20.9 acres of unplatted land out of Block AK, Section 34, 7010 34th Street, and consider an ordinance.

7. 9. **Public Hearing 5:30 p.m. – Planning**: Consider a request for Zone Case 3257, a request of Burl Masters, for 1585 Development LLC, for a zoning change from T to A-2 on 16.424 acres of unplatted land out of Block AK, Section 1, south of 130th Street, between Indiana Avenue and University Avenue, and consider an ordinance.

7. 10. **Resolution - Mayor:** Consider but take no action on a resolution to amend the Lubbock City Council Rules, Order of Business and Procedures, as set forth in the Policies and Procedures Manual, regarding separate consideration of items from the consent portion of the City Council meeting agenda.

7. 11. **Resolution - Councilman Hernandez -** Consider a resolution authorizing the execution of a License Agreement between the City of Lubbock and Fiesta del Llanos for the use of the Landwer House located in Guadalupe Park.

7. 12. **Board Appointments - City Secretary:** Consider and take action on the appointment of the Chairperson for the Veterans Advisory Committee.

7. 13. **Board Appointments - City Secretary:** Consider three appointments to the Audit & Investment Committee, one appointment to the Animal Services Advisory Board, three appointments to the Public Transit Advisory Board, six appointments to the Veterans Advisory Committee, and one appointment to the Water Board of Appeals.

BOARD APPOINTMENTS FOR
CITY COUNCIL MEETING, MAY 28, 2015 - EXECUTIVE SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
*	1	WATER BOARD OF APPEALS	KLEIN, TODD	5/1/2015	N/A	CITIZEN	REPLACE	N/A

*Officer of City Status board members as an individual or business shall not contract with the City of Lubbock and serve as a board member.

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/03/2014	Alderson	David	Male	Anglo	50-59	Auto Dealer	Alderson Enterprises, LP	5
09/09/2014	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
01/14/2015	Been	Mattie	Female	Anglo	18-29	Director of Development	Texas Tech University Health Sciences Center	4
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
02/06/2014	Carlson	Paul	Male	Anglo				7
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
09/06/2006	Dirks	James	Male	Anglo	60+	Architect	Cox/Dirks Architects P.C.	5
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
01/15/2015	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	7
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Edcuation Director	Redr Frame & Art	4
01/15/2015	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	7
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Hamilton	Charlie	Male	Anglo				4
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
08/22/2013	McCarty	Charlotte	Female	African-American	40-49	Self employed	Lil' Precious	6
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
12/24/2014	McDougal	Michael	Male	Anglo	40-49	CEO	McDougal Capital	3
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
01/15/2015	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	7
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
09/09/2014	Pierce	Tim	Male	Anglo	50-59	Executive Director	South Plains A	5
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
05/23/2013	Porter	Karen	Female	Anglo	40-49			2
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
09/09/2014	Riley	Nolan	Male	American Indian	30-39	Optometrist / Business Owner	8067931927	7
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
08/08/2013	Walz	Donna	Female	Anglo				5

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
09/09/2014	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	Commodity Export Corporation	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
08/14/2014	Wilkes	Morris	Male	Anglo				6
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woordward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

WATER BOARD OF APPEALS

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	77.1%	66.7% (4)
Hispanic	32.6%	27.6%	9.6%	0.0% (0)
African-American	8.7%	7.4%	9.0%	16.7% (1)
Other	3.7%	4.0%	4.3%	16.6% (1)
GENDER				
Male	48.5%	47.0%	73.8%	83.3% (5)
Female	51.5%	53.0%	26.2%	16.7% (1)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	14.9%	10.2%	0.0% (0)
District 2	16.4%	12.7%	4.6%	0.0% (0)
District 3	16.3%	16.1%	13.6%	16.7% (1)
District 4	17.0%	17.0%	18.8%	16.7% (1)
District 5	16.7%	19.4%	29.0%	33.3% (2)
District 6	17.2%	19.9%	19.5%	33.3% (2)
Other/Unknown	0.0%	0.0%	4.3%	0.0% (0)

PURPOSE:
Officer of City status, determines the suitability of alternate materials and methods of construction and to provide for reasonable interpretation of the provisions of Sec. 28-44 of the Code of Ordinances and to determine exceptions to the requirements of Sec. 28.45.

QUALIFICATIONS: One or more representatives from the following named areas of expertise: licensed irrigator, landscape architect, a representative of the public education system, top 100 water users from the City water system, a representative from water related governmental entities or authorities (such as Canadian River Municipal Water Authority, Brazos River Authority, High Plains Underground Water Conservation District 1, etc.), and two citizens of the city of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Klein, Todd (M,A,3)	Citizen	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Todd Klein:
Patrick Cooke (M,A,5) Justin McCarthy MD

City of Lubbock
Board and Commision Recruiting Database

Updated: 4/28/2015

Water Board of Appeals

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
04/15/2015	Cooke	Patrick	M	A	50-59	Retired / Medical	Justin McCarthy MD	5
Second Preference								
Third Preference								
09/09/2014	Grimstead	Tricia	F	A	30-39	Apartment Owner	AG Rentals, LTD	5
09/11/2014	Isom	Travis	M	A	18-29	Manager	Isom Company	3
Fourth Preference								
Fifith Preference								
04/28/2015	Davis	Jason	M	A	30-39	Vice President - Bank Software	PlainsCapital Bank	4
Sixth Preference								

Committee # 42 Water Board of Appeals — *Perm/Temp Board:* P

	Confidential	***Home***	***Business***			*Reappt Elig.*
Member Public Education **Alexander** **Mr. Benjamin**	N	*2602 79th Street* *Lubbock, TX 79423*	*South Plains College* *915 Gilbert Drive* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	05/01/2015-05/01/2017 05/01/2013-05/01/2015 06/23/2011-05/01/2013	*N*
Email: bealexander@southplainscollege.ed	N N	*8062395872* *8062395872*	*8067164608* *bealexander@southplainscollege.edu*	*Fax:*	*8068851979*	
Chair Govt. Water Entity **Basom** **Mr. William**	Y	*2319 17th Street* *Lubbock, TX 79401*	*Canadian Municipal Water Authority* *3231 East Kent Street* *Lubbock, TX 79403*	*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016 05/01/2012-05/01/2014 08/11/2011-05/01/2012	*Y*
Email: jhbasom@hotmail.com	Y	*8065482570*	*8067631926* *bbasom@crmwa.com*	*Fax:*	*8067631160*	
Member Water User **Friend** **Mr. Sidney**	N	*6509 1st Street* *Lubbock, TX 79416*	*X-Fab Texas, Inc* *2301 N. University Ave* *Lubbock, TX 79415*	*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016 06/21/2012-05/01/2014	*N*
Email: sid.friend@sbcglobal.com	N Y	*8067975565* *8067896718*	*8067474400* *sid.friend@xfab.com*	*Fax:*		
Member Landscape Architect **Lust** **Ms. Katheryn**	N	*8204 Joliet Ave.* *Lubbock, TX 79423*	*KBLandArchitecture* *8204 Joliet Ave.* *Lubbock, TX 79423*	*Curr:* *2nd:* *1st:*	05/01/2015-05/01/2017	*Y*
Email: klust48@yahoo.com	N N	*(806) 777-5387* *(806) 777-5387*	*(806) 777-5387* *klust48@yahoo.com*	*Fax:*		
Member Licensed Irrigator **McLarty** **Mr. Harvey**	Y	*5827 88th Street* *Lubbock, TX 79424*	*M&M Sprinkler* *7335 82nd Street #9* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	05/01/2014-05/01/2016 07/26/2012-05/01/2014	*N*
Email: sprinklr23@yahoo.com	Y	*8067898273*	*8067968209*	*Fax:*		
Member Citizen **Taylor** **Mr. Jay**	Y	*6306 112th* *Lubbock, Tx 79424*	*Paradise Lawn &* *Landscape, LLC &* *Custom Pools of L* *11702 Frankford Ave* *Lubbock, Tx 79424*	*Curr:* *2nd:* *1st:*	09/25/2014-05/01/2016	*Y*
Email: jay@paradiselawnslubbock.com	Y	*(806) 777-0191*	*(806) 789-8288* *jay@paradiselawnslubbock.com*	*Fax:*	*(806) 209-0014*	
Member Citizen **Vacant** **Mr. Vacant**	N	*Vacant* *Vacant, Vacant 79401*	,	*Curr:* *2nd:* *1st:*	05/01/2015-05/01/2017	*N*
Email: thharris@mylubbock.us	N N	*0000000000* *0000000000*		*Fax:*		

City of
Lubbock
TEXAS

CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
April 23, 2015
2:30 P. M.

The City Council of the City of Lubbock, Texas met in regular session on the 23rd of April, 2015, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 2:30 p. m.

2:30 P.M. CITY COUNCIL CONVENED
City Council Chambers, 1625 13th Street, Lubbock, Texas

Present: Mayor Pro Tem Jim Gerlt; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Victor Hernandez; Council Member Latrelle Joy; Council Member Floyd Price; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Mayor Glen C. Robertson

Note: City Council addressed agenda items in the following order:

- *Executive Session; 2.1-2.3; 2.5; 2.4; Citizen Comments 3.1-3.3; Citizen Comments (Sign-ups) 3.4; 4.1; 5.1-5.10; 6.1; 6.3-6.6; 6.2; and 6.7-6.10.*

1. Executive Session

1. 1. Hold an executive session in accordance with Texas Government Code, Section 551.074, to discuss personnel matters, regarding the duties, responsibilities, and/or appointments to the Junked Vehicle Compliance Board and Water Board of Appeals.

1. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.

1. 2. 1. City Attorney

1. 2. 2. City Manager

1. 2. 3. City Secretary

2. Proclamations and Presentations

2. 1. Invocation by Pastor David Langford, Quaker Avenue Church of Christ

Pastor David Langford, Quaker Avenue Church of Christ, led the invocation.

2. 2. Pledges of Allegiance

Pledges of Allegiance were given by those in Council Chambers to the United States and Texas flags.

2. 3. Presentation of a special recognition of National Travel and Tourism Week, May 2 - 10, 2015.

Mayor Pro Tem Jim Gerlt presented a special recognition for National Travel and Tourism Week, May 2 - 10, 2015. Tim Collins, Chair of the Visit Lubbock Board; John Osborn, President & CEO of Visit Lubbock; Holly Givens, Director of Marketing and Communications at Visit Lubbock; and Scott Harrison, Director of Sports for Lubbock Sports Authority, appeared to accept the recognition. Tim Collins gave comments and thanked the City Council.

2. 4. Presentation of a special recognition of National Community Development Week.

Council Member Victor Hernandez presented a special recognition for National Community Development Week. Karen Murfee, Director of Community Development; and staff members, appeared to accept the recognition.

2. 5. **Board Recognitions:** Presented by Mayor Pro Tem Jim Gerlt

Board of Health:
Cameron Herring (unable to attend)
Matthew Lambert (unable to attend)

Civic Lubbock, Inc. Board of Directors:
Jacob Seideman

Keep Lubbock Beautiful Advisory Committee:
L.V. Andrews (unable to attend)
Christi Chadwell
Shanna Hargrave
David Lloyd

North Overton Tax Increment Financing Reinvestment Zone Board of Directors:
Patrick Murfee

3. **Citizen Comments - Pursuant to City Council Resolution 2014-R0320, any citizen wishing to appear before a regular meeting of the City Council shall: Notify the City Manager's office of that fact, completing the form available at the City Manager's office, or online at the following hyperlink: Public Comments Sign-Up Form and submit it no later than seventy-five (75) hours prior to the start of the meeting at which the citizen wishes to appear; or sign up to speak at the City Council meeting**

itself, completing the form provided at the meeting, with regard to any item posted on the City Council agenda.

3. 1. Sarah Smith will appear before the City Council to discuss items 6.7 and 6.8.

Sarah Smith appeared before the City Council to speak in favor of items 6.7 and 6.8 (Chickens).

3. 2. Roderick Smith will appear before City Council to discuss items 6.7 and 6.8.

Roderick Smith appeared before the City Council to speak in favor of items 6.7 and 6.8 (Chickens).

3. 3. Katherine Smith will appear before the City Council to discuss items 6.7 and 6.8.

Katherine Smith did not appear.

3. 4. Sign-ups:

- Matthew Harris, Deanna Pearson, Michael Tackitt, and Amy Tackitt appeared before the City Council to speak in favor of items 6.7 and 6.8 (Chickens).

4. Minutes

4. 1. March 25, 2015 Special City Council Meeting (Texas Municipal League)
March 26, 2015 Regular City Council Meeting
April 7, 2015 Special City Council Meeting

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to approve the March 25, 2015 Special City Council Meeting (Texas Municipal League) minutes, the March 26, 2015 Regular City Council Meeting minutes, and the April 7, 2015 Special City Council Meeting minutes.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. Consent Agenda - Items considered to be routine and enacted by one motion without separate discussion. If the City Council desires to discuss an item, the item is removed from the Consent Agenda and considered separately.

Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve items 5.1-5.10.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

5. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0033, Amendment 16, amending the FY 2014-15 Budget for Municipal purposes respecting the Solid Waste Fund by decreasing the transfer payment in lieu of property tax (PILOT); respecting the Storm Water Fund by decreasing the transfer PILOT; respecting the Wastewater Fund by decreasing the transfer PILOT; respecting the Water Fund by decreasing the transfer PILOT; respecting the General Fund by decreasing the transfers; providing for filing; and providing for a savings clause.

5. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0034, Amendment 17, amending the FY 2014-15 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the National Recreation and Park Association for the Out-of-School Time Programs Grant; to accept and appropriate funding from the Texas Department of Transportation (TxDOT) for the Click-It or Ticket Selective Traffic Enforcement Program (STEP) Grant; providing for filing; and providing for a savings clause.

5. 3. **Budget Amendment Ordinance 1st Reading - Finance:** Ordinance No. 2015-O0035, Amendment 18, amending the FY 2014-15 Budget for municipal purposes respecting the Capital Program to amend Capital Improvement Project (CIP) 91003, Bailey County Wellfield Improvements, and CIP 92255, Bailey County Well Field Supply Line/Pumping System; providing for filing; and providing for a savings clause.

5. 4. **Resolution - Finance:** Resolution No. 2015-R0126 authorizing the Mayor to execute a renewal of the interlocal cooperative purchasing agreement with North Central Council of Governments Purchasing Cooperative for actuarial shared services.

5. 5. **Resolution - Public Works:** Resolution No. 2015-R0127 authorizing the Mayor to execute contract 12329 with Parkhill Smith and Cooper, Inc. for the Engineering and Construction Coordination of North University Streetscape Improvements Phase 2.

5. 6. **Resolution – Public Works Engineering:** Resolution No. 2015-R0128 authorizing the Mayor to execute contract 12080 with Freese and Nichols, Inc. for engineering services associated with Preliminary and Final Design of Pump Station 10, RFQ 15-12080-MA.

5. 7. **Resolution - Traffic Engineering:** Resolution No. 2015-R0129 authorizing the Mayor to execute contract number 12330 with Aegis ITS for systems software maintenance provided by Aegis ITS through RFP 12-10382-RH.

5. 8. **Ordinance 1st Reading – Right-of-Way:** Ordinance No. 2015-O0036 abandoning and closing a 5-foot underground utility easement and a 8-foot x 8-foot switching enclosure easement located in Tracts A, B, C, Bhakta Addition Lubbock County, Texas.

5. 9. **Resolution – Human Resources:** Resolution No.'s 2015-R0130 and 2015-R0130A authorizing the Mayor to execute agreement 12314 with MHBT, Inc. for health benefits consultant/broker services; and agreement 12313 with Milliman, Inc. and MHBT, Inc. to provide actuarial services and reporting services to RDS (Retiree Drug Subsidy) for prescription drug costs for post-65 retirees.

5. 10. **Resolution - Radio Shop:** Resolution No. 2015-R0131 authorizing the Mayor to execute contract 12224 with Houston's Tower Service, Inc. for tower maintenance, painting and lighting repair, RFP 15-12224-TF.

6. **Regular Agenda**

6. 1. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0037, for Zone Case 2690-B, a request of GRACO Real Estate Development for a zoning change from C-3 to Interstate Highway Commercial (IHC) on 4.580 acres of unplatted land out of Block AK, Section 44, 2402 West Loop 289.

Mayor Robertson opened the public hearing at 5:55 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:55 p.m.

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0037.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 2. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0042, for Zone Case 2173-H, a request of Paul Fields, for Fields Land & Cattle, Ltd., for a zoning change from C-2 to C-4 Specific Use for mini warehouses on Lot 1B2, Whisperwood Financial Addition, 220 Slide Road.

Andrew Paxton, Director of Planning, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 5:56 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:56 p.m.

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0042.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 3. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0038, for Zone Case 3211-A, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from R-1 Specific Use to R-1 Specific Use for Garden Homes on 3.8 acres of unplatted land out of Block AK, Section 21, north of 114th Street and west of Frankford Avenue.

Mayor Robertson opened the public hearing at 5:55 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:55 p.m.

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0038.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 4. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0039, for Zone Case 3252, a request of Hugo Reed and Associates, Inc., for Ron Steele, for a zoning change from R-1 to R-1 Specific Use for Garden Homes on 2.8 acres of unplatted land out of Block E-2, Section 5, south of 24th Street and west of Slide Road.

Mayor Robertson opened the public hearing at 5:55 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:55 p.m.

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0039.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 5. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0040, for Zone Case 2573-N, a request of Hugo Reed and Associates, Inc., for Umer Hospitality, for a zoning change from A-2, C-3, and Interstate Highway Commercial (IHC) to IHC for a hotel on two acres of unplatted land out of Block JS, Section 1, north of 2nd Drive and west of Slide Road.

Mayor Robertson opened the public hearing at 5:55 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:55 p.m.

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0040.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 6. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0041, for Zone Case 3253, a request of David Barrett for a zoning change from Transitional (T) to Interstate Highway Commercial (IHC) on 0.911 acres of unplatted land out of Block AK, Section 31, 7427 Marsha Sharp Freeway.

Mayor Robertson opened the public hearing at 5:55 p.m.

No one appeared to speak in favor or opposition.

Mayor Robertson closed the public hearing at 5:55 p.m.

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to approve Ordinance No. 2015-O0041.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 7. **Public Hearing 5:30 p.m. – Planning:** Ordinance No. 2015-O0043, a request of City of Lubbock, to amend Chapter 40 of the Code of Ordinances by amending Division 3, R-1 Single Family Districts, to allow for the keeping of more than four chicken hens as a conditional use.

Chad Weaver, City Attorney, gave comments and answered questions from City Council.

Mayor Robertson opened the public hearing at 5:58 p.m.

No one appeared to speak in opposition.

Larry Simmons; Johnny Zobac; and Shayna Williams appeared to speak in favor.

Mayor Robertson closed the public hearing at 6:04 p.m.

Main Motion by Council Member Karen Gibson, seconded by Council Member Jeff Griffith to approve Ordinance No. 2015-O0043.

Amendment by Council Member Victor Hernandez, seconded by Council Member Jeff Griffith to increase the maximum number of chicken hens allowed to be kept at one residence, without applying for a multipet permit, from (4) to (6).

Vote on Amendment
Vote: 6 - 0 Motion carried
Other: Mayor Glen C. Robertson (ABSENT)

Main Motion Vote with Amendment
Vote: 6 - 0 Motion carried
Other: Mayor Glen C. Robertson (ABSENT)

6. 8. **Ordinance 1st Reading - Planning:** Ordinance No. 2015-O0044, a request of the City of Lubbock, to amend Chapter 4 of the Code of Ordinances, City of Lubbock, Entitled "Animals" by amending Section 4.07.001, "Keeping of Other Animals; Nuisance Conditions" to allow for the Keeping of Chicken hens subject to certain restrictions; providing a penalty; providing a savings clause; and providing for publication.

Motion by Council Member Victor Hernandez, seconded by Council Member Karen Gibson to approve Ordinance No. 2015-O0044 (item 6.8) and conform to the amended version of Ordinance No. 2015-O0043 (item 6.7) respecting the number of chicken hens allowed.

Vote: 6 - 0 Motion carried

Other: Mayor Glen C. Robertson (ABSENT)

6. 9. **Resolution - Planning:** Resolution No. 2015-R0132 approving and granting a variance from the applicable 300-feet minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 6012 82nd Street, Suite A, for an on-premise alcoholic beverage permit.

Andrew Paxton, Director of Planning, gave comments and answered questions from City Council.

Motion by Council Member Karen Gibson, seconded by Council Member Victor Hernandez to approve Resolution No. 2015-R0132.

Vote: 5 - 1 Motion carried

NAY: Mayor Pro Tem Jim Gerlt
Other: Mayor Glen C. Robertson (ABSENT)

6. 10. **Board Appointments - City Secretary:** Consider one appointment to the Animal Services Advisory Board, three appointments to the Junked Vehicle Compliance Board, three appointments to the Park and Recreation Board, and three appointments to the Water Board of Appeals.

Animal Services Advisory Board: Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to appoint Michael Cole to replace George Torres.

Vote: 6 - 0 Motion carried

Junked Vehicle Compliance Board:

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Roger Karr to replace David Howard.

Vote: 6 - 0 Motion carried

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to appoint Pete Ruiz to replace Stephen Leist.

Vote: 6 - 0 Motion carried

Motion by Council Member Latrelle Joy, seconded by Council Member Jeff Griffith to appoint Kyle Winter to replace Robert Strawn.

Vote: 6 - 0 Motion carried

Park & Recreation Board:

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to reappoint Beth Bridges.

Vote: 6 - 0 Motion carried

Motion by Council Member Jeff Griffith, seconded by Council Member Floyd Price to reappoint James Douglass.

Vote: 6 - 0 Motion carried

Motion by Council Member Latrelle Joy, seconded by Council Member Karen Gibson to appoint Jane Nagy to replace Peter Laverty.

Vote: 6 - 0 Motion carried

Water Board of Appeals:

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to reappoint Benjamin Alexander.

Vote: 6 - 0 Motion carried

Motion by Council Member Latrelle Joy, seconded by Council Member Floyd Price to appoint Todd Klein to replace Bill Craft.

Vote: 6 - 0 Motion carried

Motion by Council Member Karen Gibson, seconded by Council Member Floyd Price to appoint Kathy Lust to replace Alex Scarborough.

Vote: 6 - 0 Motion carried

6:18 P.M. CITY COUNCIL ADJOURNED

There being no further business to come before Council, Mayor Robertson adjourned the meeting.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

Regular City Council Meeting **6. 1.**

Meeting Date: 05/28/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2015-O0045 Amendment 19 amending the FY 2014-15 Budget for municipal purposes respecting position control to reclassify six firefighter positions; providing for filing; and providing for a savings clause.

Item Summary

On May 14, 2015 the City Council approved the first reading of the ordinance.

I. Amend position control by reducing total Firefighter positions by six, from 204 to 198.

II. Amend position control by increasing total Fire Equipment Operator positions by three, from 72 to 75.

III. Amend position control by increasing total Fire Captain positions by three, from 27 to 30.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

BA#19 Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING POSITION CONTROL TO RECLASSIFY SIX FIREFIGHTER POSITIONS; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #19) for municipal purposes, as follows:

I. Amend position control by reducing total Firefighter positions by six, from 204 to 198.

II. Amend position control by increasing total Fire Equipment Operator positions by three, from 72 to 75.

III. Amend position control by increasing total Fire Captain positions by three, from 27 to 30.

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

ccdocs/BudgetFY1415.Amend19.ord
April 23, 2015

Regular City Council Meeting **6. 2.**

Meeting Date: 05/28/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2015-O0046 Amendment 20 amending the FY 2014-15 budget for municipal purposes respecting the General Fund Capital Program to amend capital improvement project (CIP) 92358, City Hall Elevator Installation; providing for filing; and providing for a savings clause.

Item Summary

On May 14, 2015 the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 92358, City Hall Elevator Installation, by changing the scope of the project from "The project removes the existing four escalators and replaces them with two new, three-stop elevators located in the area where the escalators were removed." to "Install a new 3-stop hydraulic elevator in existing vacant elevator shaft. The shaft is located next to the existing elevator. The project will include new renovations on the 2nd floor area to accommodate a 2nd floor landing. The escalators will remain in use until the Police Department renovations of City Hall takes place."

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - BA#20

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GENERAL FUND CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92358, CITY HALL ELEVATOR INSTALLATION; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #20) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92358, City Hall Elevator Installation, by changing the scope of the project from "The project removes the existing four escalators and replaces them with two new, three-stop elevators located in the area where the escalators were removed." to "Install a new 3-stop hydraulic elevator in existing vacant elevator shaft. The shaft is located next to the existing elevator. The project will include new renovations on the 2nd floor area to accommodate a 2nd floor landing. The escalators will remain in use until the Police Department renovations of City Hall takes place."

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

ccodes/BudgetFY1415.Amend20.ord
April 23, 2015

Regular City Council Meeting **6. 3.**

Meeting Date: 05/28/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2015-O0047 Amendment 21 amending the FY 2014-15 budget for municipal purposes respecting the Airport Fund Capital Program to amend capital improvement project (CIP) 92191, Airport Facility Improvements; providing for filing; and providing for a savings clause.

Item Summary

On May 14, 2015 the City Council approved the first reading of the ordinance.

I. Amend Capital Improvement Project 92191, Airport Facility Improvements, by increasing the appropriation by $58,736, from $3,075,000 to $$3,133,736. The additional funding is Airport cash.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - BA#21

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE AIRPORT FUND CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 92191, AIRPORT FACILITY IMPROVEMENTS; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #21) for municipal purposes, as follows:

I. Amend Capital Improvement Project 92191, Airport Facility Improvements, by increasing the appropriation by $58,736, from $3,075,000 to $3,133,736.

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

Amy Sims
Deputy City Attorney

ccdocs/BudgetFY1415.Amend21.ord
April 23, 2015

Regular City Council Meeting **6. 4.**

Meeting Date: 05/28/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2015-O0048 Amendment 22 amending the FY 2014-15 budget for municipal purposes respecting the Storm Water Capital Program to establish Capital Improvement Project (CIP) 8599, Storm Water Utility Fee Re-Structure; and respecting the General Fund to increase the transfer to the Storm Water Capital Project Fund; providing for filing; and providing for a savings clause.

Item Summary

On May 14, 2015 the City Council approved the first reading of the ordinance.

I. Establish Capital Improvement Project 8599, Storm Water Utility Fee Re-Structure, and appropriate funding in the amount of $405,191, to provide for modifications to the Storm Water Fee rate structure. Funding will be a transfer from General Fund fund balance. This is an expansion of the original contract and provides for additional oversight and modifications to the Storm Water rate structure. Consultant services are required to help with the potential transition of billing methodologies to restructure the City's current Storm Water billing system.

II. Amend the General Fund FY 2014-15 Budget by increasing the transfer to the Storm Water Capital Project Fund by $405,191, from $0 to $405,191. The transfer will be from General Fund fund balance.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - BA#22

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE STORM WATER CAPITAL PROGRAM TO ESTABLISH CAPITAL IMPROVEMENT PROJECT (CIP) 8599, STORM WATER UTILITY FEE RE-STRUCTURE; RESPECTING THE GENERAL FUND TO INCREASE THE TRANSFER TO THE STORM WATER CAPITAL PROJECT FUND; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #22) for municipal purposes, as follows:

I. Establish Capital Improvement Project 8599, Storm Water Utility Fee Re-Structure, and appropriate funding in the amount of $405,191, to provide for modifications to the Storm Water Fee rate structure. Funding will be a transfer from General Fund fund balance.

II. Amend the General Fund FY 2014-15 Budget by increasing the transfer to the Storm Water Capital Project Fund by $405,191, from $0 to $405,191. The transfer will be from General Fund fund balance.

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

ccdocs/BudgetFY1415Amend22.ord
April 24, 2015

Regular City Council Meeting **6. 5.**

Meeting Date: 05/28/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 13 amending the FY 2014-15 budget for municipal purposes respecting the Hotel Occupancy Tax Fund, the Civic Center Fund, Market Lubbock, Inc., the Debt Service Fund, the North Overton Tax Increment Finance (TIF) Fund, Civic Lubbock, Inc., the General Fund Capital Improvement Project (CIP) Fund, CIP 92362 – Buddy Holly Center Renovations Phase II, the Civic Center CIP Fund, and CIP 8594 – Coliseum Parking Lot Seal Coat; providing for filing; and providing for a savings clause.

Item Summary

I. Amend the Hotel Occupancy Tax (HOT) Fund FY 2014-15 Budget by:

Reducing the HOT revenue appropriation by $633,744, from $7,153,744 to $6,520,000.

Amending the transfer from the HOT Fund to Civic Center Operations/Marketing by decreasing the transfer by $160,179, from $1,808,106 to $1,647,927. Amend the Civic Center fund accordingly.

Amending the transfer from the HOT Fund to Market Lubbock, Inc. - Visit Lubbock by decreasing the transfer by $244,859, from $2,763,986 to $2,519,127. Amend the Market Lubbock, Inc. – Visit Lubbock budget accordingly.

Amending the transfer from the HOT Fund to Market Lubbock, Inc. – Lubbock Sports Authority by decreasing the transfer by $76,712, from $865,928 to $789,216. Amend the Market Lubbock, Inc. – Lubbock Sports Authority budget accordingly.

Amending the transfer from the HOT Fund to the Debt Service Fund for the Buddy and Maria Elena Holly Plaza debt payment by decreasing the transfer by $8,622, from $97,328 to $88,706. Amend the Debt Service Fund accordingly.

Amending the transfer from the HOT Fund to the North Overton TIF by decreasing the transfer by $55,368, from $625,000 to $569,632. Amend the North Overton TIF fund accordingly.

Amending the transfer from the HOT Fund to Civic Lubbock, Inc. by decreasing the transfer by $37,525, from $423,587 to $386,062.

Amending the transfer from the HOT Fund to General Facilities Capital Project Fund for CIP – Buddy Holly Center by decreasing the transfer by $41,620, from $469,809 to $428,189. Amend the General Facilities Capital Project Fund accordingly.

Amending the transfer from the HOT Fund to the Civic Center Capital Project Fund for CIP – Coliseum by decreasing the transfer by $8,859, from $100,000 to $91,141. Amend the Civic Center

Capital Project Fund accordingly.

II. Amend Capital Improvement Project (CIP) 92362 – Buddy Holly Center Renovations Phase II by decreasing the appropriation by $41,620, from $380,000 to $338,380.

III. Amend CIP 8594 – Coliseum Parking Lot Seal Coat by decreasing the appropriation by $8,859, from $100,000 to $91,141.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Budget Amendment 13

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE HOTEL OCCUPANCY TAX (HOT) FUND, THE CIVIC CENTER FUND, MARKET LUBBOCK, INC., THE DEBT SERVICE FUND, THE NORTH OVERTON TAX INCREMENT FINANCE (TIF) FUND, CIVIC LUBBOCK, INC., THE GENERAL FUND CAPITAL IMPROVEMENT PROJECT (CIP) FUND, CIP 92362–BUDDY HOLLY CENTER RENOVATIONS PHASE II, THE CIVIC CENTER CIP FUND, AND CIP 8594–COLISEUM PARKING LOT SEAL COAT; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #13) for municipal purposes, as follows:

I. Amend the Hotel Occupancy Tax (HOT) Fund FY 2014-15 Budget by:

Reducing the HOT revenue appropriation by $633,744, from $7,153,744 to $6,520,000.

Amending the transfer from the HOT Fund to Civic Center Operations/Marketing by decreasing the transfer by $160,179, from $1,808,106 to $1,647,927. Amend the Civic Center fund accordingly.

Amending the transfer from the HOT Fund to Market Lubbock, Inc. - Visit Lubbock by decreasing the transfer by $244,859, from $2,763,986 to $2,519,127. Amend the Market Lubbock, Inc. – Visit Lubbock budget accordingly.

Amending the transfer from the HOT Fund to Market Lubbock, Inc. – Lubbock Sports Authority by decreasing the transfer by $76,712, from $865,928 to $789,216. Amend the Market Lubbock, Inc. – Lubbock Sports Authority budget accordingly.

Amending the transfer from the HOT Fund to the Debt Service Fund for the Buddy and Maria Elena Holly Plaza debt payment by decreasing the transfer by $8,622, from $97,328 to $88,706. Amend the Debt Service Fund accordingly.

Amending the transfer from the HOT Fund to the North Overton TIF by decreasing the transfer by $55,368, from $625,000 to $569,632. Amend the North Overton TIF fund accordingly.

Amending the transfer from the HOT Fund to Civic Lubbock, Inc. by decreasing the transfer by $37,525, from $423,587 to $386,062. Amend the Civic Lubbock, Inc. budget accordingly.

Amending the transfer from the HOT Fund to General Facilities Capital Project Fund for CIP – Buddy Holly Center by decreasing the transfer by $41,620, from $469,809 to $428,189.

Amending the transfer from the HOT Fund to the Civic Center Capital Project Fund for CIP – Coliseum by decreasing the transfer by $8,859, from $100,000 to $91,141.

II. Amend Capital Improvement Project (CIP) 92362 – Buddy Holly Center Renovations Phase II by decreasing the appropriation by $41,620, from $380,000 to $338,380.

III. Amend CIP 8594 – Coliseum Parking Lot Seal Coat by decreasing the appropriation by $8,859, from $100,000 to $91,141.

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

ccdocs/BudgetFY1415.Amend13.ord
May 15, 2015

Regular City Council Meeting **6. 6.**

Meeting Date: 05/28/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 23 amending the FY 2014-15 Budget for municipal purposes respecting the North and East Lubbock Neighborhood and Infrastructure Fund to appropriate additional revenue from Oil and Gas Royalties and change the appropriation for Downtown Redevelopment; respecting the Central Business District (CBD) Tax Increment Financing Reinvestment Zone (TIF) Fund to increase the Transfer from the North and East Lubbock Neighborhood and Infrastructure Fund and increase the appropriation for Special Projects; providing for filing; and providing for a savings clause.

Item Summary

I. Amend the North and East Lubbock Neighborhood and Infrastructure Fund by increasing the appropriation for Oil and Gas Royalties revenue by $255,266, from $469,264 to $724,530.

II. Amend the North and East Lubbock Neighborhood and Infrastructure Fund by changing the appropriation for Downtown Redevelopment to a Transfer to the CBD TIF and increasing the appropriation by $63,816, from $117,316 to $181,132. These amendments true-up the budget for FY 2014-15 with the actual revenue received in FY 2013-14, and amends the appropriation for Downtown Redevelopment to reflect the amended resolution, 2014-R0395, approved by the City Council on November 20, 2014. The amendment grants the downtown portion of the oil and gas revenue to the CBD TIF. The CBD TIF portion will be transferred to Fund 157, Central Business District TIF Fund.

III. Amend the Central Business District (CBD) TIF Fund by increasing the Transfer from the North and East Lubbock Neighborhood and Infrastructure Fund by $181,132, and increasing the appropriation for Special Projects by $181,132, from $10,000 to $191,132.This amendment increases the revenue in the CBD TIF Fund by the amount of the transfer from the North and East Lubbock Neighborhood and Infrastructure Fund and increases the appropriation for Special Projects. The funds will be utilized to take advantage of current opportunities by conducting studies related to downtown redevelopment that will assist the CBD TIF Board in making informed decisions about downtown projects.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - BA#23

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE NORTH AND EAST LUBBOCK NEIGHBORHOOD AND INFRASTRUCTURE FUND TO APPROPRIATE ADDITIONAL REVENUE FROM OIL AND GAS ROYALTIES AND CHANGE THE APPROPRIATION FOR DOWNTOWN REDEVELOPMENT; RESPECTING THE CENTRAL BUSINESS DISTRICT (CBD) TAX INCREMENT FINANCING REINVESTMENT ZONE (TIF) FUND TO INCREASE THE TRANSFER FROM THE NORTH AND EAST LUBBOCK NEIGHBORHOOD AND INFRASTRUCTURE FUND AND INCREASE THE APPROPRIATION FOR SPECIAL PROJECTS; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #23) for municipal purposes, as follows:

I. Amend the North and East Lubbock Neighborhood and Infrastructure Fund by increasing the appropriation for Oil and Gas Royalties revenue by $255,266, from $469,264 to $724,530.

II. Amend the North and East Lubbock Neighborhood and Infrastructure Fund by changing the appropriation for Downtown Redevelopment to a Transfer to the CBD TIF Fund and increasing the appropriation by $63,816, from $117,316 to $181,132.

III. Amend the CBD TIF Fund by increasing the Transfer from the North and East Lubbock Neighborhood and Infrastructure Fund by $181,132, and increasing the appropriation for Special Projects by $181,132, from $10,000 to $191,132.

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

ccdocs/BudgetFY1415.Amend23.ord
May 13, 2015

Regular City Council Meeting **6. 7.**

Meeting Date: 05/28/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 24 amending the FY 2014-15 Budget for municipal purposes to amend Capital Improvement Project (CIP) 8592, Godeke Library Renovations; CIP 91169, Park Pavilions; CIP 91170, Park Playgrounds; establish CIP 8600, Water Damaged Facilities; respecting the Risk Fund by increasing the Transfer to General Fund Capital - General Facilities; providing for filing; and providing for a savings clause.

Item Summary

I. Amend Capital Improvement Project 8592, Godeke Library Renovations, by reducing the appropriation by $199,926, and closing the project.

II. Amend Capital Improvement Project 91169, Park Pavilions, by reducing the appropriation by $357,651, from $1,846,287 to $1,488,636.

III. Amend Capital Improvement Project 91170, Park Playgrounds, by reducing the appropriation by $506,495, from $4,674,726 to $4,168,231.

IV. Establish Capital Improvement Project 8600, Water Damaged Facilities, and appropriate funding in the amount of $2,064,072, for the repair of storm and water damaged City facilities. The project will be cash funded and consists of $199,926 from 8592 Godeke Library Renovations, $357,651 from 91169 Park Pavilions, $506,495 from 91170 Park Playgrounds, and a transfer from the Risk Fund of $1,000,000. The project scope is for the repair of City of Lubbock storm damaged facilities.

V. Amend the Risk Fund FY 2014-15 Approved Budget by increasing the Transfer to General Fund Capital – General Facilities by $1,000,000, for the repair of storm and water damaged City facilities.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - BA#24

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE CAPITAL PROGRAM TO AMEND CAPITAL IMPROVEMENT PROJECT (CIP) 8592, GODEKE LIBRARY RENOVATIONS; CIP 91169, PARK PAVILIONS; CIP 91170, PARK PLAYGROUNDS; ESTABLISH CIP 8600, WATER DAMAGED FACILITIES; RESPECTING THE RISK FUND BY INCREASING THE TRANSFER TO GENERAL FUND CAPITAL – GENERAL FACILITIES; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #24) for municipal purposes, as follows:

I. Amend Capital Improvement Project 8592, Godeke Library Renovations, by reducing the appropriation by $199,926, and closing the project.

II. Amend Capital Improvement Project 91169, Park Pavilions, by reducing the appropriation by $357,651, from $1,846,287 to $1,488,636.

III. Amend Capital Improvement Project 91170, Park Playgrounds, by reducing the appropriation by $506,495, from $4,674,726 to $4,168,231.

IV. Establish Capital Improvement Project 8600, Water Damaged Facilities, and appropriate funding in the amount of $2,064,072, for the repair of storm and water damaged City facilities.

V. Amend the Risk Fund FY 2014-15 Approved Budget by increasing the Transfer to General Fund Capital – General Facilities by $1,000,000, for the repair of storm and water damaged City facilities.

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

ccdocs/BudgetFY1415 Amend24.ord
May 13, 2015

Regular City Council Meeting **6. 8.**

Meeting Date: 05/28/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 25 amending the FY 2014-15 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for the Ebola Preparedness and Response Grant from the Texas Department of Housing and Community Affairs for the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

Item Summary

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 25 amending the FY 2014-15 Budget for municipal purposes respecting the Grant Fund to accept and appropriate funding from the Texas Department of State Health Services for the Ebola Preparedness and Response Grant and from the Texas Department of Housing and Community Affairs for the Community Services Block Grant (CSBG); providing for filing; and providing for a savings clause.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - BA#25
Grant Detail Sheet - PHP Ebola Grant
Grant Detail Sheet - CD CSBG

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE FUNDING FROM THE TEXAS DEPARTMENT OF STATE HEALTH SERVICES FOR THE EBOLA PREPAREDNESS AND RESPONSE GRANT AND FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE COMMUNITY SERVICES BLOCK GRANT (CSBG); PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

WHEREAS, Section 102.010 of the Local Government Code of the State of Texas authorizes the City Council to make changes in the budget for municipal purposes; and

WHEREAS, in accordance with the City Budget Ordinance the City Council shall approve all transfers between funds and departments; and

WHEREAS, the City Council deems it advisable to change the FY 2014-15 Budget for municipal purposes and reallocate funds as follows; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the City Council of the City of Lubbock hereby approves changes to the City of Lubbock Budget FY 2014-15 (Budget Amendment #25) for municipal purposes, as follows:

I. Accept and appropriate $46,559 from the Texas Department of State Health Services for the Ebola Preparedness and Response Grant.

II. Accept and appropriate $92,489 from the Texas Department of Housing and Community Affairs for the CSBG.

SECTION 2. THAT a copy of the changes made to the City of Lubbock Budget pursuant to this Ordinance shall be filed with the City Secretary and County Clerk of Lubbock as required by law.

SECTION 3. THAT should any section, paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

_____
Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:

_____
Amy Sims
Deputy City Attorney

ccdocs/BudgetFY1415 Amend25.ord
May 13, 2015

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
May 28, 2015

Administrative Information:

City Assigned Grant Number:	TBD
Grant Name:	Ebola Preparedness and Response
Grant Effective Date:	5/1/2015 - 09/30/2016
Grant Provider/Agency:	Texas Department of State Health Services

Budget Information:	**Cost**
Grant Appropriation Detail	
Travel	$ 600
Supplies	
PPE	40,500
Monitoring supplies	2,059
Educational materials	1,400
Other	
Printing	2,000
Total Appropriation	$ 46,559

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
May 28, 2015

Administrative Information:

Grant Number:	
Grant Name:	Community Services Block Grant
Grant Effective Date:	1/1/2015-12/31/2015
Grant Provider/Agency:	Texas Department of Housing and Community Affairs

Personnel Information:

# of full-time positions funded w/grant 5

Title of Position	Annual Salary	Annual Benefits	Grant	Other Grant
Program Specialist	$ 40,186	22,232	16,101	46,317
Account Analyst	52,000	24,242	7,280	68,962
Office Assistant	27,470	17,947	7,588	37,829
CD Interim Director	75,435	30,493	6,360	99,568
Interim Contract Coordinator	56,729	25,270	14,476	67,523
Total	$ 251,820	120,184	51,805	320,199

Budget Information:

Grant Appropriation Detail	2/26/15 Award Amount	Amendment Amount	Total Award Amt
Full-time Salaries	$ 17,460	17,545	35,005
Benefits	8,400	8,400	16,800
Travel	840	840	1,680
Supplies	1,120	1,120	2,240
Other	1,540	1,540	3,080
Indirect Cost	2,800	2,800	5,600
Contractual			
Catholic Family Services-SSP	53,244	53,244	106,488
Lutheran Social Servcies CEAP Ops	7,000	7,000	14,000
Total Appropriation	$ 92,404	92,489	184,893

Regular City Council Meeting **6. 9.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Change Order 4 to construction services contract 11430 with Red River for Construction Services associated with North Water Treatment Plant (NWTP) Improvements 1.

Item Summary

The original contract 11430 with Red River Construction Services, in the amount of $3,219,900, addressed maintenance and upgrades required on the Northwest Water Treatment Plant (NWTP). Change Order 1 was issued on April 30, 2014, in the amount of $23,540 for emergency joint seals repair needed to restore sedimentation basins to operation ahead of summer pumping. Change Order 2 was issued on July 24, 2014, in the amount of $98,213 for completing joint seals work in remainder of the sedimentation basins, adding baffle wall reinforcement member, and exchanging filter 8 backwash valve for an influent valve. Change Order 3 was issued on September 25, 2014 in the amount of $21,721 deleting spare conduits, relocating the north gate light pole and replacing failed components within the plant at manhole F.

This Change Order 4 is a credit to the City in the amount of $32,422 for unused bid quantities and project closeout. After these four change orders the new contract total would be $3,330,952 for a total contract change of $111,052. The total of these four change orders increases the original contract amount by 3.45%.

Fiscal Impact

$9,402,000 is appropriated in Capital Improvement Project 91032, Water Treatment Plant Improvements.
This item is a decrease in the contract.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

Resolution
ChOrder Backup
Budget Detail
CIP Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Change Order No CO-4 to that certain Contract No. 11430 by and between the City of Lubbock and Alan Plummer Associates, Inc., for North Water Treatment Plant Improvements Project No.1 per Bid #RFP-13-11430-MA, and related documents. Said Change Order No.CO-4 is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Amy L. Sims, Deputy City Attorney

RES.ChgOrd#CO-4, Contract-11430
4.13.15

City of Lubbock
Purchasing and Contract Management
Change Order

Contract No: 11430 Contractor: Red River Construction Co.

Change Order No. CO-4 Contract Title: NWTP Improvements No.1

BID/RFP No. RFP-13-11430-MA Project Number: 91032.9241.30000

1. **"Change Order"** means a written order to a Contractor executed by the Owner in accordance with the contract authorizing an addition to, deletion from, or adjustment or revision of the requirements of the contract documents, or an adjustment to the compensation payable to Contractor, or to the time for performance of the contract and completion of the Project, or a combination thereof, which does not alter the nature of the thing to be constructed and is an integral part of the project objective. Adjustments to "Estimated Quantities" to a line item in a Unit Price contract do not require a Change Order. All work that alters the nature of the thing to be constructed or that is not an integral part of the project objective must be let out for public bid. **Description of change (alteration, deviation, addition, or deletion) caused by conditions encountered during construction not covered by the specifications and drawings of the project** ***(attach additional pages if necessary)*****:**

See attached for breakdown of unutilized bid items and credits

2. Where the Change Order is negotiated, the Change Order must be fully documented and itemized as to costs, including material quantities, material costs, taxes, insurance, employee benefits, other related costs, profit and overhead. Where certain unit prices are contained in the initial contract, no deviations are allowed in computing negotiated change order costs.

ITEMIZED COSTS MUST BE FULLY DOCUMENTED AND ATTACHED TO THIS FORM.

ITEM	DESCRIPTION	AMOUNT
A.	ORIGINAL CONTRACT VALUE:	$ 3,219,900.00
B.	AMOUNT OF THIS CHANGE ORDER: *Council approval required if over $25,000* COST CENTER: 91032 ACCOUNT: 9241	$ -32,422.00
C.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	-1.01 %
D.	AMOUNT OF PREVIOUS CHANGE ORDERS:	$ 143,474.71
E.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	$ 111,052.71
F.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): *25% increase or decrease*	3.45 %
G.	NEW CONTRACT AMOUNT (A+E):	$ 3,330,952.71

3. It is mutually agreed that the above dollar amount and the time extension, as applicable, as set forth in this Change Order constitutes full compensation to the Contractor for all costs, expenses and damages to the Contractor, whether direct, consequential or otherwise, in anyway incident to, or arising out of or resulting directly or indirectly; from the work performed or modified by the Contractor under this Change Order.

This Change Order is not valid without the following signatures ***(please sign in order and return 3 originals with Contract Cover Sheet to Purchasing and Contract Management Department)*****:**

(1) CONTRACTOR	Date 4/6/15	(2) PROJECT ARCHITECT/ENGINEER	Date 2015 04 07
Approved as to Content: (3) OWNER'S REPRESENTATIVE	Date 04/16/15	Approved as to Form: (4) CITY ATTORNEY	Date 5-5-15
(5) CAPITAL PROJECTS MANAGER	Date 4/20/15	(6) PURCHASING AND CONTRACT MANAGER	Date

Change Orders over $25,000 require a Contract Cover Sheet and the following signatures:

CITY OF LUBBOCK		ATTEST:	
(7) MAYOR	Date	(8) CITY SECRETARY	Date

Council Date:_____ Agenda Item #:_____ Resolution #:_____

PUR-45 (Rev 12/2012)

City of Lubbock, TX
Capital Project
Project Cost Detail
May 28, 2015

Capital Project Number:	91032
Capital Project Name:	Water Treatment Plant Improvements

Encumbered/Expended	**Budget**
City of Lubbock Staff	$ 51,512
Advertisement	2,256
Professional Services	1,855
Design/Study Alan Plummer & Associates	1,646,449
Construction BLTI	730,865
Construction Whiteside	64,810
Construction Anthony Mech	65,449
Other Equipment & Services	118,102
Red River Construction Contract 11430	3,219,900
Red River Contract 11430 Change Order No. 1	23,540
Red River Contract 11430 Change Order No. 2	98,213
Red River Contract 11430 Change Order No. 3	21,722
Agenda Item May 28, 2015	
Red River Contract 11430 Change Order No. 4	(32,422)
Alan Plummer & Assoc. Contract 12343	658,974
Encumbered/Expended to Date	6,671,225
Estimated Costs for Remaining Appropriation	
Water Treatment Plant Improvements	2,730,775
Remaining Appropriation	2,730,775
Total Appropriation To Date	$ 9,402,000

Project Name **Water Treatment Plant Improvements** *Project Number* **91032**

Managing Department **Water Treatment**

Project Manager **Bruce Blalack**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**

Project Scope
Purchase and install new equipment; modify existing equipment, facility and treatment system; and other major maintenance activities.

Project Justification
Replacing and updating aging infrastructure decreases emergency maintenance expenditures and system failures.

Project History
$390,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.
Reduced funding by $60,000 in FY 2005-06, Ord. No. 2006-00077, July 10, 2006.
$1.7 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$5,372,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
Reduced funding by $5,872,000 in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$5,872,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$2.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	9,402,000	0	6,000,000	2,000,000	12,000,000	6,500,000	0	35,902,000
Total Project Appropriation	9,402,000	0	6,000,000	2,000,000	12,000,000	6,500,000	0	35,902,000

Regular City Council Meeting **6. 10.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute a professional services contract with Alan Plummer & Associates, Inc. (APAI) for North Water Treatment Plant Improvements (NWTP) No. 2 Design Services.

Item Summary

The City of Lubbock North Water Treatment Plant (NWTP) was originally designed and built to treat Canadian River Municipal Water Authority (CRMWA) surface water coming from Lake Meredith northeast of Amarillo, Texas. Over the last decade, the lake has yielded less than planned and recently CRMWA has begun to supply the City of Lubbock with ground water exclusively. Alan Plummer & Associates, Inc. (APAI) completed a study in 2008 to upgrade the NWTP using ground water classified as a surface water. As part of a continued effort to increase safety and standardization in plant disinfection processes, as well as rehabilitate aging infrastructure, APAI will complete designs under the second phase of NWTP improvements. The first phase of plant improvements included: upgrading electrical switchgear; reconstructing flocculation basins, baffles and solids recovery system; and replacing anhydrous ammonia disinfection system with liquid ammonium sulfate. Improvements in the second phase will include: replacing flocculators with a new walking-beam type; introducing a chlorine dioxide system to mitigate distribution system nitrification; replacing rapid mix system components; and adding bulk hypochlorite feed and storage facilities. These improvements will standardize the NWTP plant with similar feed systems to the South Water Treatment Plant. In an effort to improve safety and standardize a change was made from chlorine gas to bulk sodium hypochlorite for the new disinfection system at the NWTP.

Staff recommends execution of this contract based upon fair and reasonable hourly rates agreed for a total amount not to exceed $658,974.00.

Fiscal Impact

$9,402,000 is appropriated in Capital Improvement Project 91032, Water Treatment Plant Improvements, with $658,974 available for this purpose.

Staff/Board Recommending

L.Wood Franklin, P.E., Director of Public Works

Attachments

Resolution
Signed Contract
Budget Detail
CIP Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Contract to provide professional engineering services for the North Water Treatment Plant Improvements Project No. 2 Design related to Activities, by and between the City of Lubbock and Alan Plummer Associates, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.PSC-Alan Plummer Associates, Inc 5.4.15

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Contract, (the "Contract" or "Agreement"), effective as of the ___ day of _____, 2015 (the "Effective Date"), is by and between the City of Lubbock, (the "CITY"), a Texas home rule municipal corporation, and Alan Plummer Associates, Inc., ("ENGINEER") a Texas professional corporation authorized to conduct business in Texas.

WITNESSETH

WHEREAS, the CITY desires to obtain professional engineering services related to the design services of the North Water Treatment Plant Improvements Project No. 2 (the "Activities");

WHEREAS, ENGINEER has a professional staff experienced and is qualified to provide professional engineering services related to the Activities, and will provide the Services, as defined below, for the price provided herein, said price stipulated by CITY and ENGINEER to be a fair and reasonable price; and

WHEREAS, the CITY desires to contract with ENGINEER to provide professional engineering services related to the Activities and ENGINEER desires to provide the Services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Contract, the CITY and ENGINEER hereby agree as follows:

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of 400 days. If the ENGINEER determines that additional time is required to complete the Services, the City Engineer, may in his discretion, but is not obligated to, execute an agreement to grant up to an additional six (6) months of time to complete the Services so long as the amount of the monetary consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the monetary consideration must be approved by the CITY acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

A. ENGINEER shall conduct all activities and within such timeframes as set forth on Exhibit "A," attached hereto (the "Services").

B. ENGINEER shall receive as consideration to be paid for the performance of the Services set forth in the Basic Services, and if directed by CITY, the Additional Services and/or Special Services, based on hourly rates, not to exceed $658,974 per Exhibit "A," Exhibit "B," and Exhibit "C."

ARTICLE III. TERMINATION

A. General. CITY may terminate this Contract, for any reason or convenience, upon thirty (30) days written notice to ENGINEER. In the event this Agreement is so terminated, the CITY shall only pay ENGINEER for services actually performed by ENGINEER up to the date ENGINEER is deemed to have received notice of termination as provided herein.

B. Termination and Remedies. In the event ENGINEER breaches any term and/or provision of this Contract, the CITY shall be entitled to exercise any right or remedy available to it by this Contract, at law, equity, or otherwise, including without limitation, termination of this Contract and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

ARTICLE IV. NON-ARBITRATION

The CITY reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the CITY shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. ENGINEER is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. ENGINEER has the corporate power to enter into and perform this Contract and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Contract and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the

part of ENGINEER. This Contract constitutes legal, valid, and binding obligations of the ENGINEER and is enforceable in accordance with the terms thereof.

D. Engineer. ENGINEER maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and are familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. ENGINEER will and shall conduct all activities contemplated by this Contract in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional engineering services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional engineering services, as contemplated hereby.

F. Use of Copyrighted Material. ENGINEER warrants that any materials provided by ENGINEER for use by CITY pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. ENGINEER shall be solely responsible for ensuring that any materials provided by ENGINEER pursuant to this Contract satisfy this requirement and ENGINEER agrees to indemnify and hold CITY harmless from all liability or loss caused to CITY or to which CITY is exposed on account of ENGINEER's failure to perform this duty.

ARTICLE VI. SCOPE OF SERVICES

ENGINEER shall accomplish the following:

Professional Engineering Services related to the design services of the North Water Treatment Plant Improvements Project No. 2, as defined and provided in Exhibit "A," "Scope of Services."

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

ENGINEER and CITY agree that ENGINEER shall perform the duties under this Contract as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. ENGINEER has the sole discretion to determine the manner in which the services are to be performed. During the performance of the Services under this Agreement, ENGINEER and ENGINEER's employees and/or subconsultants, will not be considered, for any purpose, employees or agents of the CITY within the meaning or the application of any federal, state, or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

ENGINEER shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to CITY, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. ENGINEER shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or subconsultant of ENGINEER to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability, and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. All policies will be written on per occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:	
Per Occurrence Single Limit:	$1,000,000
General Aggregate Limit:	$2,000,000
Professional Liability:	
Combined Single Limit:	$1,000,000
Automobile Liability:	
Combined Single Limit for any auto:	$1,000,000 Per Occurrence
Employer's Liability	$1,000,000

ENGINEER shall further cause any approved subcontractor or subconsultant to procure and carry, during the term of this Agreement, insurance coverage, as specified above for ENGINEER, including without limitation protecting CITY against direct losses caused by the professional negligence of the approved subcontractor or subconsultant. The CITY shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. ENGINEER shall provide a Certificate of Insurance to the CITY as evidence of coverage.

The Certificate shall provide 30 days' notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate. ENGINEER shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, ENGINEER shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the ENGINEER maintains said coverage. The ENGINEER may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a

waiver of subrogation in favor of the CITY. If at any time during the life of the Agreement or any extension hereof, ENGINEER fails to maintain the required insurance in full force and effect, ENGINEER shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained, at ENGINEER's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than ten (10) years after the completion of work specified in this Contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

ENGINEER may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Subconsultant"), to perform certain duties of ENGINEER, as set forth on Exhibit "A," attached hereto, under this Contract, provided that the CITY approves the retaining of Subconsultants. ENGINEER is at all times responsible to CITY to perform the Services as provided in this Agreement and ENGINEER is in no event relieved of any obligation under this Contract upon retainage of any approved Subconsultant. Any agent and/or Subconsultant retained and/or employed by ENGINEER shall be required by ENGINEER to carry, for the protection and benefit of the CITY and ENGINEER and naming said third parties as additional insureds, insurance as required of ENGINEER, as described above in this Contract.

ENGINEER represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

ARTICLE X. CONFIDENTIALITY

ENGINEER shall retain all information received from or concerning the CITY and the CITY's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the CITY, unless otherwise required by law.

ARTICLE XI. INDEMNITY

ENGINEER SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO, OR OCCASIONED BY, THE

NEGLIGENT ACTS OF ENGINEER, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OF OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

ENGINEER shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Contract, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from ENGINEER to CITY or CITY to ENGINEER is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. ENGINEER's Address. ENGINEER's address and numbers for the purposes of notice are:

Alan Plummer Associates, Inc.
Attn: David Gudal, P.E.
1320 South University Drive, Suite 300
Fort Worth, Texas 76107
Telephone: (817) 806-1700
Facsimile: (817) 870-2536

C. CITY's Address. The CITY's address and numbers for the purposes of notice are:

City of Lubbock
Attn: John Turpin, P.E.
P. O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: (806) 775 – 2342
Facsimile: (806) 775 – 3344

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Contract, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA

CITY shall furnish ENGINEER non-confidential studies, reports, and other available data in the possession of the CITY pertinent to ENGINEER's Services, so long as CITY is entitled to rely on such studies, reports, and other data for the performance of ENGINEER's Services under this Contract (the "Provided Data"). ENGINEER shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Contract are inserted in this Contract strictly for the parties' convenience in identifying the provisions to this Contract and shall not be given any effect in construing this Contract.

B. Audit. ENGINEER shall provide access to its corporate books and records to the CITY. The CITY may audit, at its expense and during normal business hours, ENGINEER's books and records with respect to this Contract between ENGINEER and CITY.

C. Records. ENGINEER shall maintain records that are necessary to substantiate the Services provided by ENGINEER.

D. Assignability. ENGINEER may not assign this Contract without the prior written approval of the CITY.

E. Successor and Assigns. This Contract binds and inures to the benefit of the CITY and ENGINEER, and in the case of CITY, its respective successors, legal representatives, and assigns, and in the case of ENGINEER, its permitted successors and assigns.

F. Construction and Venue.

THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS CONTRACT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Contract is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Contract and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Contract, and duly authorized and executed by ENGINEER and CITY.

I. Entire Agreement. This Contract, including Exhibits "A," "B,", and "C," attached hereto, contains the entire agreement between the CITY and ENGINEER, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between ENGINEER and the CITY.

K. Documents Owned by CITY. Any and all documents, drawings and specifications prepared by ENGINEER as part of the Services hereunder, shall become the property of the CITY when ENGINEER has been compensated as set forth in Article II, above. The ENGINEER shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either CITY or ENGINEER of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than CITY and ENGINEER.

N. Appropriation. All funds for payment by the CITY under this contract are subject to the availability of an annual appropriation for this purpose by the CITY. In the event of non-appropriation of funds by the CITY Council of the CITY of Lubbock for the goods or services provided under this Contract, the CITY will terminate the Contract, without termination charge or other liability, on the last day of the then -current fiscal year or when the appropriation made for the then-current year for the services covered by this Contract is spent, whichever event occurs first (the "Non-Appropriation Date"). If at any time funds are not appropriated for the continuance of this Contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the CITY shall not be obligated under this Contract beyond the Non-Appropriation Date.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

L. Wood Franklin, P.E., Director of Public Works

John Turpin, P.E., Chief Water Utilities Engineer

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

ALAN PLUMMER ASSOCIATES, INC.

By:

Name: David A. Gudal, P.E.
Title: Principal

ALAN PLUMMER ASSOCIATES, INC.

EXHIBIT A

This Exhibit A is part of the Agreement between Alan Plummer Associates, Inc. (APAI) (the "ENGINEER") and the City of Lubbock (the "CITY") for a project generally described as:

NORTH WATER TREATMENT PLANT IMPROVEMENTS PROJECT NO. 2

The purpose of this Agreement is to:

- Assist the CITY in getting TCEQ approval to feed sodium chlorite at the North Water Treatment Plant to reduce nitrification in the distribution system;
- Provide a detailed design for the North Water Treatment Plant Improvements Project No. 2; and
- Provide advertisement and proposal phase services.

SCOPE OF SERVICES

The ENGINEER agrees to furnish the CITY with the following specific services:

BASIC ENGINEERING SERVICES

1 Sodium Chlorite TCEQ Coordination

1.1 The purpose of feeding sodium chlorite is to observe the impact on nitrification in the distribution system (anticipate a decrease) and chlorine residual, and flushing needed over the 2015 summer.

1.1.1 The ENGINEER will coordinate with the CITY, the sodium chlorite system manufacturer, and with the Texas Commission on Environmental Quality (TCEQ) to determine the requirements to feed sodium chlorite and any requirements for monitoring.

1.1.2 Necessary pumps, valves, piping, and electrical components will be identified by the ENGINEER and will be obtained by the CITY. Locations for the totes/tanks and pumps will be coordinated with the CITY. Installation of the equipment required will be the responsibility of the CITY. The CITY will be responsible for operating the chemical feed system and for any data collection.

1.1.3 The ENGINEER will participate in phone conferences with the CITY and in one meeting with the TCEQ, if necessary. No test protocols or reports will be developed. The only deliverable is a letter of notification to the TCEQ.

2 Detailed Design

2.1 Evaluations and Project Initiation

2.1.1 Project Initiation Meeting

2.1.1.1 The ENGINEER shall conduct a project initiation meeting with the CITY at the CITY's facility.

2.1.1.2 In this meeting, the ENGINEER will review and confirm the scope, schedule, resources, responsibilities, and clarify and define the CITY's expectations, requirements, and responsibilities for the project.

2.1.1.3 This meeting will also review the items listed in the following sections (preliminary process and instrumentation diagrams).

2.1.2 Prior to the project initiation meeting, the ENGINEER will develop design criteria, determine the capacity and size of major pieces of equipment, prepare preliminary process and instrumentation diagrams (P&IDs), and develop preliminary operation and control descriptions for the following facilities:

2.1.2.1 Rapid mix system,

2.1.2.2 Flocculators,

2.1.2.3 Chlorine dioxide system,

2.1.2.4 Bulk hypochlorite storage and feed facilities

2.1.3 Sodium hypochlorite bulk storage and feed facility and new chlorine dioxide facility will both be located in a new building located north of the existing chlorine area, west of the existing chlorine contact basins. Chlorine dioxide system will be similar to the Lake Alan Henry Water Treatment Plant's system or will use chlorine gas, as determined by the CITY.

2.1.4 The CITY will supply the ENGINEER with existing information relative to the project. The ENGINEER shall be entitled to rely upon the accuracy of the data and information provided by the CITY and the CITY's other consultants and contractors without independent review, evaluation, or verification. The ENGINEER shall not be liable for any claims or injury or loss arising from errors, omissions, or inaccuracies in documents or other information provided by the CITY or the CITY's other consultants and contractors.

2.1.5 Deliverables

2.1.5.1 The ENGINEER will furnish the CITY with an electronic copy (PDF) and four (4) packages consisting of the following items no later than seven (7) business days prior to the project initiation meeting:

- Agenda;
- Half-size drawings (11" x 17") of the preliminary P&IDs;
- Preliminary operation and control descriptions;
- Meeting notes will be provided to each participant within seven (7) business days of the meeting.

2.2 Level I, Level II, and Level III Design

2.2.1 The ENGINEER shall prepare, for approval by the CITY, drawings and specifications setting forth in detail the requirements for the construction of the Project, which shall comply with all applicable laws, statutes, ordinances, codes, and regulations. The standard of care applicable to the ENGINEER's services will be the degree of skill and diligence normally employed by professional engineers or consultants performing the same or similar services at the time of such services are performed. The ENGINEER will re-perform any service not meeting this standard of care without additional compensation.

2.2.2 Specifications

2.2.2.1 The ENGINEER will assist the CITY in preparation of necessary request for proposal information and proposal forms. The ENGINEER will utilize the CITY's front end documents (Division 0, which includes the request for proposal requirements, contractual terms and conditions, etc.). These documents will be prepared by the CITY's Purchasing Department with input from the ENGINEER. Input from the ENGINEER will primarily be on the bid tabulation form.

2.2.2.2 Technical specifications will be prepared based on the ENGINEER's standard specifications.

2.2.3 The ENGINEER will finalize the P&IDs and operation and control descriptions.

2.2.4 The ENGINEER will develop a construction sequence for the construction activities. This construction sequence will be reviewed by the CITY and then incorporated into the contract documents.

2.2.5 General and Civil Drawings

2.2.5.1 General sheets will provide organization and a general understanding of the project to the bidders;

2.2.5.2 Yard piping, paving, grading, and drainage; and

2.2.5.3 Standard details.

2.2.6 The ENGINEER will provide a design for the facilities, including the following components:

2.2.6.1 Rapid mix system

- The rapid mix system will be a hydraulic flash mixing system consisting of a centrifugal pump that draws water from the raw water line and re-injects it into the same line at a higher pressure through a nozzle, creating the turbulence necessary for mixing. The pumps and injection system will be housed in a new concrete vault.
- The existing coagulant piping will be re-routed to the new injection point at the new Rapid Mix Vault.
- The ENGINEER will provide ventilation design for the rapid mix vault.

2.2.6.2 Flocculators

- The existing flocculation systems will be demolished and replaced with walking beam flocculators.
- The flocculation system in each basin will have two drives to allow the second stage to operate independently from the first stage.

2.2.6.3 Chlorine dioxide generation system with chemical storage and feed facilities

- Storage and containment will be sized for 15-day storage.
- New injection vault on the raw water pipeline on the plant site near the north fence line.
- Chlorine dioxide feed system will be designed as a vendor supplied system, using either sodium chlorite and chlorine gas or Purate/H_2SO_4 (similar to the Lake Alan Henry Water Treatment Plant) for chlorine dioxide generation. This system will be located in one room of the new three-room building.

2.2.6.4 Bulk hypochlorite storage and feed facilities

- Storage and containment will be sized for 15-day storage. Storage facilities will include a metal roof (sun shield).
- The sodium hypochlorite feed system will consist of one (1) sodium hypochlorite feed skid installed in one room of the new three-room building, associated pipe, and new injection assemblies. The feed skid will be designed to feed sodium hypochlorite at the following injection points:
  - Chlorine contact basin,
  - Raw water manhole, and
  - Clearwell.

2.2.6.5 Raw water sample line

- A new raw water sample line and sample pump will be designed to minimize travel time and allow for the collection of more representative samples upstream of the carbon injection point. Side streams to the Chemical Building and to the Administration Building will be provided. The sample line will ultimately empty into the chlorine contact basin.

2.2.7 The ENGINEER will prepare a horsepower list and instrument list.

2.2.8 Electrical, Instrumentation, and SCADA

2.2.8.1 The ENGINEER will include all necessary design elements for electrical systems for the above designed items.

2.2.8.2 The ENGINEER will design the replacement for the Chemical Building motor control center (MCC) and associated lighting panels.

2.2.8.3 The ENGINEER will design the replacement for the Pump Building switchgear, motor control center (MCC), and associated lighting panels.

2.2.8.4 The ENGINEER will design new field instruments for the new processes.

2.2.8.5 Signature Automation will develop the specifications for the programmable logic controllers (PLCs), instrumentation panels, plant control network, and the application engineering services.

2.2.8.6 Signature Automation will provide comments to the ENGINEER's system architecture drawing, instrumentation drawings, and the input/output list.

2.2.9 Structural Services

2.2.9.1 The ENGINEER will provide structural design services for the facilities described above.

2.2.10 Opinion of Probable Construction Cost

2.2.10.1 The ENGINEER will submit to the CITY an Opinion of Probable Construction Cost (OPCC) which shall be based on calculated quantities such as areas, volumes, or other unit costs. The OPCC will be divided into appropriate categories by structure to indicate the cost of each category of work involved in construction of the project. The ENGINEER will obtain quotes from equipment suppliers related to this project and periodically update unit costs based on recent trends and bidding information in this region.

2.2.10.2 In providing opinions of costs, financial analysis, economic feasibility projections, and schedules for the project, the ENGINEER has no control over cost or price of labor and materials; unknown conditions of existing

equipment or structures that may affect operation and maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by third parties; quality, type, management, or direction of operation personnel; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, the ENGINEER makes no warranty that the CITY's actual project cost, financial aspects, economic feasibility, or schedules will not vary from the ENGINEER's opinions, analyses, projections, or estimates.

2.2.11 Meetings and Workshops

2.2.11.1 The ENGINEER will conduct the following review workshops with the CITY as outlined below:

- Review Workshop No. 1 (Level I Design) at the CITY's facility.
- Review Workshop No. 2 (Level II Design) by conference call.
- Review Workshop No. 3 (Level III Design) at the CITY's facility.

2.2.11.2 Definition of Design Levels:

- Level I – This package will include the following deliverables:
  - General drawings;
  - Site drawings;
  - Mechanical drawings (plans and sections) of project components;
  - Civil drawings consisting of piping, piping connections, proposed electrical conduit routes, etc.
  - Process and instrumentation diagrams;
  - Electrical one-lines;
  - Technical specifications for major equipment items (Division 11); and
  - OPCC.
- Level II – This package will include the following deliverables:
  - Modified Level I package;
  - Structural plan drawings, and major sections;
  - Heating, ventilation, and air conditioning concept drawings;
  - Civil, mechanical, and structural standard details;
  - Technical specifications for Division 2 through 15; and
  - Updated opinion of probable construction cost.
- Level III – This package will include the following deliverables:
  - Modified Level II package;
  - Electrical drawings;
  - Instrumentation drawings;
  - Technical specifications for Divisions 16 and 17;
  - Divisions 0 and 1 (construction contract documents); and
  - Updated opinion of probable construction cost.

2.2.12 Deliverables

2.2.12.1 Review Workshop - The ENGINEER will furnish the CITY with the following items for each of the three (3) workshops:

- Workshop packages, which include the items listed below, shall be provided to the CITY no later than seven (7) business days prior to each review workshop.
  - Agenda;

- Drawings; and
- Specifications.

- Adobe Portable Document Format (PDF) files of the agenda, drawings, and specifications will be provided prior to each workshop. The Adobe PDF files associated with the Level III workshop will be sent to the Construction Representative.
- For the Level I review meeting, the ENGINEER will furnish the CITY with four (4) sets of specifications, one (1) full size set of drawings, and three (3) half size sets of drawings.
- For the Level II and III review meetings, the ENGINEER will furnish the CITY with one (1) set of specifications and one (1) half size sets of drawings. Workshop notes will be provided to each participant in the workshop within seven (7) business days of the meeting.

2.2.12.2 TCEQ Plans – Between the Level III internal review meeting and Level III workshop with the CITY, the ENGINEER will send the plans and contract documents to the TCEQ for review.

2.2.12.3 Final Plans – Upon incorporation of comments from the last Review Workshop, the ENGINEER shall prepare final plans and specifications. The ENGINEER shall furnish the CITY with the following final documents:

- Half-size drawings (11" x 17") – one (1) set;
- Specifications –one (1) set; and
- Adobe Portable Document Format (PDF) files of the drawings and specifications. The Adobe PDF files will be sent to the Construction Representative.

3 Advertisement and Proposal Phase Services

3.1 Advertisement

3.1.1 The CITY will secure proposals, issue notice to offerors, and notify construction news publications of the Project.

3.1.2 The notice to offerors will be furnished to the CITY for publication in the local news media. The cost for publication shall be paid by the CITY.

3.1.3 The CITY will handle distribution of the request for proposal documents (drawings, technical specifications, and contract documents).

3.1.4 The ENGINEER will participate in one (1) pre-proposal conference at locations designated by the CITY.

3.1.5 The ENGINEER will respond to requests and prepare addenda for the CITY to issue, as required.

3.2 Proposal Opening

3.2.1 The ENGINEER will not attend the proposal opening.

3.3 Proposal Review and Recommendation

3.3.1 The ENGINEER shall participate with the CITY in one (1) conference call to review and evaluate the proposals submitted for the Project.

3.3.2 The ENGINEER will review the proposals based on the criteria established in the request for proposals.

3.3.3 The ENGINEER will provide the CITY with a recommendation letter based on the findings of the proposal review.

3.4 Conformed Specifications and Drawings

3.4.1 The ENGINEER shall prepare conformed front end contract documents, technical specifications and drawings based upon the addenda issued during the advertisement.

3.4.2 The ENGINEER will provide the CITY, Construction Representative, and Construction Contractor an Adobe Portable Document Format (PDF) file of the conformed front end documents, technical specifications, and drawings for their use.

3.4.3 The ENGINEER will provide six (6) unbound conformed front end contract documents to the CITY for the use of contract execution. The ENGINEER will provide six (6) bound conformed technical specifications to the CITY for the use of contract execution. The ENGINEER will provide five (5) sets of half-size drawings and two (2) sets of full-size drawings to the CITY for the use of contract execution

3.4.4 The CITY will distribute front end contract documents, technical specifications, and drawings at the Preconstruction Meeting and as outlined in the table below.

	Volume I (Front End Contract Terms) EXECUTED	Volume II (Technical Specifications) CONFORMED	Volume III (Drawings) CONFORMED
CITY	2	2	2 half / 1 full
Construction Contractor	2	2	1 half / 1 full
Construction Representative	1	1	1 half / 1 full
ENGINEER	1	1	1 half / -0- full

3.4.5 After execution of the front end contract documents between the CITY and Construction Contractor, the ENGINEER will provide the CITY, Construction Contractor, and Construction Representative, with an Adobe PDF file of the executed documents.

4 Surveying and Geotechnical Services

4.1 Perform control and topographic surveying for the north and west areas on the plant site. Survey subsurface utility locates at critical locations with CITY performing excavations to locate the utilities. Stake soil boring locations on plant site required for design.

4.2 Perform soil borings on plant site required for design. Perform soil testing and develop foundation design parameters for plant facilities.

4.2.1 In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made.

4.2.2 Because of the inherent uncertainties in subsurface evaluations, changes or unanticipated underground conditions may occur that could affect the total Project cost and/or execution. Such changed conditions and cost/execution effects are not the responsibility of the ENGINEER.

5 Project Management

5.1 The ENGINEER will provide project management activities to properly plan the work, sequence, manage, coordinate, schedule, and monitor the scope tasks and completion of the tasks.

5.2 The ENGINEER will prepare a project management plan including scope, budget, schedule, communication plan, project team, and file organization.

5.3 The ENGINEER will conduct internal team coordination meetings as required to accomplish the work.

5.4 The ENGINEER will provide monthly status updates to the CITY describing and showing the percent complete for scope and tasks and issues, budget status, and schedule.

5.5 The ENGINEER will coordinate, prepare, review, and issue monthly invoices for payment.

5.6 The ENGINEER will maintain and update, on a monthly basis, the following items:

5.6.1 Action item log.

5.6.2 Decision log.

5.6.3 Project change log.

ADDITIONAL ENGINEERING SERVICES

Additional engineering services may be performed by the ENGINEER, if authorized by the CITY, which are not included in the above-described Basic Engineering Services, as described below:

1. Additional meetings or site visits.
2. Preparing applications and supporting documents for grants, loans, or planning advances for providing data for detailed applications.
3. Providing additional copies of reports, plans, specifications, and contract documents.
4. Preparing environmental impact statements, storm water discharge permits, and 404 permit applications, except as specifically included in the Basic Engineering Services.
5. Appearing before the TCEQ.
   Appearing before agencies or courts as an expert witness in any litigation with third parties other than condemnation proceedings arising from the development or construction of the project, including the preparation of engineering data and reports for assistance to the CITY.
6. Investigations involving detailed consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits for inventories required for certifications by force account performed by the CITY.
7. Payment of fees for permit applications and publication of notices.
8. Public relations activities and consulting services.
9. Services associated with Engineer-of-Record Construction Phase Services, Construction Administration, Resident Project Representation, or startup assistance.
10. Any other additional services that may be required by the CITY for completion of the Project that are not included in the Basic Engineering Services.

Additional Engineering Services, which may be required by the CITY, shall be based on the actual hours and costs in accordance with Exhibit C. No work will be undertaken with this item without specific written authorization from the CITY.

OTHER PROVISIONS

The ENGINEER's compensation is based on immediate authorization to proceed and timely completion of the project. If the project timing deviates from the assumed schedule for causes beyond the ENGINEER's control, the ENGINEER reserves the right to request renegotiation of the rates for those portions affected by the time change according to the hourly rates listed in Exhibit C.

ALAN PLUMMER ASSOCIATES, INC.

EXHIBIT B

This Exhibit B is part of the Agreement between Alan Plummer Associates, Inc. (the "ENGINEER") and the City of Lubbock (the "CITY") for a project generally described as:

NORTH WATER TREATMENT PLANT IMPROVEMENTS PROJECT NO. 2

1. Budget Amount by Scope Item for Basic Engineering Services:

Task Item	Task Name	Hours	Fee
1	Sodium Chlorite TCEQ Coordination	131	$25,467
2	Detailed Design	2,789	$515,953
3	Advertisement and Proposal Phase Services	159	$35,349
4	Survey and Geotechnical Services	30	$38,390
5	Project Management	210	$43,815
	Total		$658,974

2. Terms of Payment

Payments to the ENGINEER will be made as follows:

A. The ENGINEER shall provide the CITY sufficient documentation to reasonably substantiate the invoices.

B. The ENGINEER will issue monthly invoices for all work performed under this Agreement. Invoices are due and payment within 30 days of approved receipt.

C. In the event of a disputed or contested billing, only that portion so contested will be withheld from payment, and the undisputed portion will be paid. The CITY will exercise reasonableness in contesting any bill or portion thereof. No interest will accrue on any contested portion of the billing.

D. If the CITY fails to make payment in full to the ENGINEER for billings contested in good faith within 60 days of the amount due, the ENGINEER may, after giving seven (7) days' written notice to CITY, suspend services under this Agreement until paid in full, including interest. In the event of suspension of services, the ENGINEER shall have no liability to the CITY for delays or damages caused the CITY because of such suspension of services.

3. **Direct Expenses (Reimbursable)**

A. The ENGINEER's Reimbursable Expenses, when part of the basis of compensation, are those costs incurred on or directly for the CITY's project, including, but not limited to: necessary transportation costs, including ENGINEER's current rates for ENGINEER's vehicles; meals and lodging; laboratory test and analyses; computer services; word processing services, telephone, printing, binding, and reproduction charges; all reimbursable costs associated with outside consultants, subconsultants, subcontractors, and other outside services and facilities; and other similar costs. Reimbursement for Reimbursable Expenses will be on the basis of actual charges when furnished by commercial sources and on the basis of current rates when furnished by the ENGINEER. ENGINEER and subcontractor direct (reimbursable) expenses will be billed at cost plus a 10 percent (10%) surcharge.

B. The ENGINEER will be paid on an hourly basis rate, as shown in Exhibit C, and any subcontractor personnel services will be billed at cost as shown in Exhibit C. ENGINEER and subcontractor direct (reimbursable) expenses will be billed at cost plus a 10 percent (10%) surcharge.

C. The ENGINEER shall keep records on the basis of generally accepted accounting practices of costs and expenses and such records shall be available for inspection by the CITY during normal business hours.

4. **Not to Exceed Compensation**

The ENGINEER will perform the services described in Exhibit A at a "Not to Exceed" total compensation amount of $658,974 unless this Agreement is amended otherwise by the City Council. The final compensation for the major tasks can be over or under the estimated budget amount per task, as shown in No. 1 of this Exhibit C, as long as the total "Not to Exceed" amount is not surpassed. The City's project manager shall be notified prior to any task exceeding the budget outlined above.

ALAN PLUMMER ASSOCIATES, INC.

EXHIBIT C

This Exhibit B is part of the Agreement between Alan Plummer Associates, Inc. (the "Engineer") and the City of Lubbock (the "CITY") for a project generally described as:

NORTH WATER TREATMENT PLANT IMPROVEMENTS PROJECT NO. 2

Hourly Fee Schedule (2015):

Staff Description	Alan Plummer Associates, Inc.	
	Staff Code	Billing Rate
Admin. Staff	A1 – A3	$ 70.00
Senior Admin. Staff	A4	$ 110.00
Designer/Technician	C1 – C2	$ 95.00
Senior Designer/Technician	C3 – C4	$ 120.00
Engineer-in-Training Scientist-in-Training	ES1 – ES3	$ 120.00
Project Engineer/Scientist	ES4	$ 135.00
Senior Project Engineer/Scientist	ES5	$ 150.00
Project Manager	ES6	$ 190.00
Senior Project Manager	ES7	$ 230.00
Senior Electrical Engineer	EE2	$ 245.00
Senior Structural Engineer	SE2	$ 210.00
Principal	ES8 – ES9	$ 275.00

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/13/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 North Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): E-MAIL ADDRESS:
INSURED Alan Plummer Associates, Inc. 1320 S. University Drive, #300 Fort Worth TX 76107	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Travelers Indemnity Company — 25658 INSURER B: Charter Oak Fire Insurance Co. — 25615 INSURER C: Travelers Lloyds Ins. Company — 41262 INSURER D: XL Specialty Insurance Company — 37885 INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 26892 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X ValPapers-$1,000,000 X Contractual Liab. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	Y	Y	PACP1996L981	6/15/2014	6/15/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	BA2003L924 No Owned Autos	6/15/2014	6/15/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	CUP6428Y427	6/15/2014	6/15/2015	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
D	Professional Liability		Y	DPR9715996	5/9/2014	5/9/2015	Per Claim Annual Aggregate	$ 2,000,000 $ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the policy period and is subject to a deductible. Thirty(30)day notice of cancellation in favor of certificate holder on all policies. City of Lubbock is named as additional insured on the general, auto and umbrella liability coverage as required by contract. Coverage is primary. A waiver of subrogation is shown in favor of the additional insured on all policies as required by contract. RE: Lubbock North WTP No. 2 Design Project - APAI #: 2009-060-00

CERTIFICATE HOLDER

City of Lubbock
Attn: John Turpin, P.E.
P. O. Box 2000
1625 13th Street
Lubbock TX 79457

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe A Bryant

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Alan Plummer Associates, Inc.
PACP1996L981

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph **a. of 4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

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injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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Alan Plummer Associates, Inc.
BA2003L924

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

The following is added to the Section II – Liability Coverage, Paragraph A.1. Who Is An Insured Provision:

Any person or organization that you are required to include as additional insured on the Coverage Form in a written contract or agreement that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

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BA2003L924

COMMERCIAL AUTO

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET WAIVER OF SUBROGATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

Paragraph **5. Transfer of Rights Of Recovery Against Others To Us** of the CONDITIONS section is replaced by the following:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of the operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

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Alan Plummer Associates, Inc.
CUP6428Y427

UMBRELLA

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

AMENDMENT OF WHO IS AN INSURED

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

Paragraph 2.f. of SECTION II – WHO IS AN INSURED is deleted and replaced by the following:

f. Any other person or organization insured under any policy of the "underlying insurance" listed in the SCHEDULE OF UNDERLYING INSURANCE of the DECLARATIONS of this insurance. This insurance is subject to all the provisions and limitations upon coverage under such policy of "underlying insurance", and, the limits of insurance afforded to such person or organization will be:

(i) The difference between the "underlying insurance" limits and the minimum limits of insurance which you agreed to provide; or

(ii) The limits of insurance of this policy

whichever is less.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement modifies insurance provided under the following:

COMMERCIAL EXCESS LIABILITY (UMBRELLA) INSURANCE

The following is added to Paragraph **11., OUR RIGHT TO RECOVER FROM OTHERS.**, of **SECTION IV – CONDITIONS.**:

If the insured has agreed in a contract or agreement to waive that insured's right of recovery against any person or organization, we waive our right of recovery against such person or organization, but only for payments we make because of:

a. "Bodily injury" or "property damage" caused by an "occurrence" that takes place; or

b. "Personal injury" or "advertising injury" caused by an "offense" that is committed;

subsequent to the execution of the contract or agreement.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/14/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh Sponsored Programs
a division of Marsh USA Inc.
701 Market Street, Ste. 1100
St. Louis MO 63101

CONTACT NAME:
PHONE (A/C, No, Ext): 800-338-1391 **FAX (A/C, No):** 888-621-3173
E-MAIL ADDRESS: acecclientrequest@marsh.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Sentinel Insurance Company Ltd	22403
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Alan Plummer Assoc., Inc.
Ms Glynda Kendall
1320 South University Drive
Fort Worth, TX 76107

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	84WBGBT3866	01/01/2015	01/01/2016	X WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: APAI #: 2009-060-00. Lubbock North WTP No. 2 Design Project. Waiver of Subrogation for The City of Lubbock when required by written contract.

CERTIFICATE HOLDER
City of Lubbock
Attn: John Turpin, P.E
P. O. Box 2000
1625 13th Street
Lubbock, Texas 79457

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Jeff Connelly

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TEXAS *W*AIVER OF *O*UR RIGHT TO RECOVER FROM *O*THERS ENDORSEMENT

Policy Number: 84 WBG BT3866 **Endorsement Number:**
Effective Date: 01/01/15 Effective hour is the same as stated on the Information Page of the policy.
Named Insured and Address: ALAN PLUMMER ASSOCIATES, INC.

1320 S UNIVERSITY DR, STE 300
FORT WORTH TX 76107

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ( ) Special Waiver
   Name of person or organization

   (X) Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

2. Operations:
   ALL TEXAS OPERATIONS

3. Premium:
   The premium charge for this endorsement shall be 02 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium:

Form WC 42 03 04 B Printed in U.S.A.
Process Date: 12/18/19 **Policy Expiration Date:** 01/01/16

City of Lubbock, TX
Capital Project
Project Cost Detail
May 28, 2015

Capital Project Number:	91032
Capital Project Name:	Water Treatment Plant Improvements

Encumbered/Expended	**Budget**
City of Lubbock Staff	$ 51,512
Advertisement	2,256
Professional Services	1,855
Design/Study Alan Plummer & Associates	1,646,449
Construction BLTI	730,865
Construction Whiteside	64,810
Construction Anthony Mech	65,449
Other Equipment & Services	118,102
Red River Construction Contract 11430	3,219,900
Red River Contract 11430 Change Order No. 1	23,540
Red River Contract 11430 Change Order No. 2	98,213
Red River Contract 11430 Change Order No. 3	21,722
Agenda Item May 28, 2015	
Red River Contract 11430 Change Order No. 4	(32,422)
Alan Plummer & Assoc. Contract 12343	658,974
Encumbered/Expended to Date	6,671,225
Estimated Costs for Remaining Appropriation	
Water Treatment Plant Improvements	2,730,775
Remaining Appropriation	2,730,775
Total Appropriation To Date	$ 9,402,000

Project Name **Water Treatment Plant Improvements** *Project Number* **91032**

Managing Department **Water Treatment**

Project Manager **Bruce Blalack**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**

Project Scope
Purchase and install new equipment; modify existing equipment, facility and treatment system; and other major maintenance activities.

Project Justification
Replacing and updating aging infrastructure decreases emergency maintenance expenditures and system failures.

Project History
$390,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.
Reduced funding by $60,000 in FY 2005-06, Ord. No. 2006-00077, July 10, 2006.
$1.7 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$5,372,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
Reduced funding by $5,872,000 in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$5,872,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$2.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	9,402,000	0	6,000,000	2,000,000	12,000,000	6,500,000	0	35,902,000
Total Project Appropriation	9,402,000	0	6,000,000	2,000,000	12,000,000	6,500,000	0	35,902,000

Regular City Council Meeting **6. 11.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Wastewater: Consider a resolution authorizing the Mayor to execute contract 12309 with Ground Effects for ground maintenance at the Southeast Water Reclamation Plant, ITB 15-12309-TF.

Item Summary

This contract is for routine mowing and weed maintenance of three acres of land around the Southeast Water Reclamation Plant (SEWRP) operations building, maintenance shop, digesters and landscaped areas outside the gate area. In addition, the contract includes mowing and weed maintenance, if needed, around the tanks and aeration basins at the SEWRP (approximately 28.5 acres) and the outside the perimeter fence of the SEWRP (approximately 18.5 acres).

Providing the appropriate grounds maintenance is an essential part of the City's compliance with the Texas Commission on Environmental Quality (TCEQ) Discharge Permit which requires the City to properly maintain and opperate all of its collection systems, treatment facilities and disposal facilities.

The City received one bid for yearly ground maintenance from the following company:

Ground Effects of Lubbock, TX $ 17,655.

The contract will be for one year and the Contractor and the City may, upon written mutual consent, extend the contract for two additional one- year periods.

Staff recommends contract award to Ground Effects of Lubbock, Texas for $17,655.

Fiscal Impact

The cost for the contract is anticipated to be $17,655 per year for a total cost of $52,965 for the length of a three year contract. Funding is appropriated in the Adopted FY 2014-15 Wastewater Operating Budget.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

Resolution & Contract - Ground Effects

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12309 for Grounds Maintenance at the Southeast Water Reclamation Plant, by and between the City of Lubbock and Ground Effects, Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., Director of Public Works

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.Contract-Ground Effects
4.27.15

Contract 12309

City of Lubbock, TX
Contract for Services
Grounds Maintenance at the Southeast Water Reclamation Plant

THIS CONTRACT made and entered into this 28th day of May, 2015, by and between the City of Lubbock ("City"), and **Ground Effects**, of **Lubbock**, **TX**, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Grounds Maintenance at the Southeast Water Reclamation Plant and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Grounds Maintenance at the Southeast Water Reclamation Plant.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Grounds Maintenance at the Southeast Water Reclamation Plant and more specifically referred to as items one through three on the bid submitted by the Contractor or in the specifications attached hereto.
2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.
3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. All stated annual quantities are approximations of usage during the time period to be covered by pricing established by this bid. Actual usage may be more or less. Order quantities will be determined by actual need. The City of Lubbock does not guarantee any specific amount of compensation, volume, minimum, or maximum amount of services under this bid and resulting contract.
4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.
6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

TYPE	AMOUNT
General Liability Commercial General Liability General Aggregate	$1,000,000
Automotive Liability Combined Single Limit Any Auto	$1,000,000
Workers Compensation	Statutory Amounts

The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on Auto/General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. **Copies of all endorsements are required.**

The contractor will provide a Certificate of Insurance to the City as evidence of coverage. The certificate will provide 30 days notice of cancellation, and under the cancellation section, the wording "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" will be crossed out. A copy of the additional insured endorsement attached to the policy will be included with the certificate.

The contractor shall also maintain workers compensation insurance in the statutory amount.

If at any time during the life of the contract or any extension, the contractor fails to maintain the required insurance in full force and effect, all work under the contract shall be discontinued immediately. Any failure to maintain the required insurance may be sufficient cause for the City to terminate the contract.

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
11. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
12. This Contract consists of the following documents set forth herein; Invitation to Bid No. 15-12309-TF, Specifications, and the Bid Form.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

L. Wood Franklin, P.E.,
Director of Public Works

APPROVED AS TO FORM:

Amy Sims,
Deputy City Attorney

CONTRACTOR

BY _____
Authorized Representative

Allen McIntire, Ownr
Print Name

PO Box 64771
Address

Lubbock, TX 79464
City, State, Zip Code

City of Lubbock, TX
ITB 15-12309-TF
Grounds Maintenance at the Southeast Water Reclamation Plant
Specifications

Class A Areas:

1.1 The landscaped area includes mowing near office building, shop and digesters (approximately 2 acres).
1.2 The landscaped area located outside the fenced area on the east side of Guava, south of the east gate to the plant (approximately 1 acre).

Class B Areas:

1.1 The grass areas within the fence perimeter, excluding Class A areas (approximately 22 acres)
1.2 The grass area outside of the south fence from Plant #3 (approximately 6 acres)
1.3 The grass area outside the fence by Plant 3 aeration basins (approximately 0.5 acres).

Class C Areas:

1.1 All areas within the fence perimeter, excluding Class A and Class B areas (approximately 18 acres).
1.2 The three foot buffer extending outside the perimeter fence (not including item 1.3 under this section)
1.3 The area bordered by the 37th Street, the west gate, the main entrance gate and the south fence.
1.4 The 10 foot buffer around four vaults located across the creek from the Southeast Water Reclamation Plant.

MAINTENANCE

Class A Maintenance Specifications

1.1 Total area to the serviced is approximately 3 acres. Contractor is responsible for safe and careful operation of mowing equipment around trees, shrubs and structures to prevent damage.

1.2 Contractor shall provide a maintenance schedule to the Water Reclamation Plant within fifteen (15) days from the date of Award of Contract and will notify the Maintenance Supervisor or his Agent of any changes in the schedule prior to the schedule change.

1.3 Mowing frequency shall be once every ten- (10) days. Turf shall be cut at a height of 1-1/2", and will increase to 2" beginning the 1st of August through the remainder of the season. Clippings shall not be bagged and all hardscapes shall be cleaned after each service. The mowers shall leave no clumps or windrows of grass. Mowing equipment shall be turf type rotary mower and shall be approved by the Water Utilities Maintenance Foreman at the Southeast Water Reclamation Plant or his Agent.

1.5 Anticipated mowing frequencies:

January	0	July	3
February	0	August	3
March	1	September	2
April	2	October	1
May	3	November	0
June	3	December	0

1.6 All sidewalks, drainage channel edging and curbs shall be edged to a depth of one inch and all debris from this activity shall be removed the same day that the task is performed. All edging shall be performed concurrently with mowing at each site. String trimmer or curb dresser may be used for these tasks. Chemical edging is not permitted.

1.7 All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, buildings, signs, fences and any other plants or structures. All streets and areas must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed.

1.8 Chemical treatment for weed control and fertilizing shall be done as necessary to maintain a healthy turf.

Class B Maintenance Specifications

1.1 Total area to be serviced is approximately 28.5 acres. Contractor is responsible for safe and careful operation of mowing equipment around trees and structures to prevent damage.

1.2 The Water Utilities Maintenance Foreman at the Southeast Water Reclamation Plant or his Agent shall determine mowing frequency. The Water Utilities Maintenance Supervisor or his Agent will notify the contractor as needed to perform mowing services. The contractor will have three business days to respond and perform the required services. Mowing shall be at six (6) inches and include trimming around all objects and elimination of growth on any hardscapes including adjacent public roadways. Mowing equipment shall be determined by site conditions and shall be approved by the Water Utilities Maintenance Foreman at the Southeast Water Reclamation Plant or his Agent.

1.3 All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, building, signs, fences, and structures. All surfaces, streets and areas must be kept free of grass, weeds and debris. This task must be completed the same day the mowing is performed.

Class C Maintenance Specifications

1.1 Total area to be serviced is approximately 18.5 acres. Contractor is responsible for safe and careful operation of mowing equipment around trees and structures to prevent damage.

1.2 The Water Utilities Maintenance Foreman at the Southeast Water Reclamation Plant or his Agent shall determine frequency of weed control. The Water Utilities Maintenance Supervisor or his Agent will notify the contractor as needed to perform weed control services. The contractor will have three business days to respond and perform services. Chemical treatment will be used to control weeds in these areas. In the event that chemical treatment cannot be done, trimming will be allowed until chemical treatment can be accomplished.

ADDITIONAL REQUIREMENTS

1.1 The decision to end the maintenance season shall be made by the Water Utilities Maintenance Foreman at the Southeast Water Reclamation Plant or his Agent. The Contractor shall be notified of the City's decision by letter.

1.2 Contractor will be responsible for any and all damages to vehicles, buildings, structures, sprinkler system, and/or equipment at the Southeast Water Reclamation site. This includes glass breakage.

BID FORM
City of Lubbock, TX
ITB 15-12309-TF
Grounds Maintenance at the Southeast Water Reclamation Plant

In compliance with the Invitation to Bid 15-12309-TF, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 15-12309-TF is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	Annual Maintenance Cycles (+/-)	DESCRIPTION	Approx Acreage (+/-)	Unit Cost per Cycle	Extended Cost
1.	18	Class A- Areas and Properties: Area includes mowing near office building, shop and digesters 2 acres. Approximately 1 acre is located outside the fenced area on the SE side of Guava. Approximate Acreage: 3 acres. Per Specifications	3	$ 700.00	$ 12,600.00
2.	3	Class B-The grass areas within the fence perimeter, excluding Class A areas (approximately 22 acres) The grass area outside of the south fence from Plant #3 (approximately 6 acres) The grass area outside the fence by Plant 3 aeration basins (approximately 0.5 acres). Approximate Acreage 28.5 acres. Per Specifications	28.5	$ 885.00	$ 2,655.00
3.	3	Class C-All areas within the fence perimeter, excluding Class A and Class B areas (approximately 18 acres). The three foot buffer extending outside the perimeter fence. The area bordered by the 37th Street, the west gate, the main entrance gate and the south fence. The 10 foot buffer around four vaults located across the creek from the Southeast Water Reclamation Plant. Approximate Acreage 18.5 acres. Per Specifications	18.5	$ 800.00	$ 2,400.00
		Total (Items 1-3)		$ 17,655.00	

***PRICE: F.O.B. Destination, Freight Pre-Paid and Allowed**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

The City of Lubbock is seeking a contract for Grounds Maintenance at the Southeast Water Reclamation Plant with one or more contractors. In order to assure adequate coverage, the City may make multiple awards, selecting multiple vendors to provide the products desired, if multiple awards are in the best interest of the City. A decision to make a multiple award of this Bid, however, is an option reserved by the City, based on the needs of the City.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of _____%, net __ calendar days. Discounts will not be considered in determining low bid. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING (optional): The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES X NO _____

- If you (the bidder) checked YES, the following will apply:
- Governmental entities utilizing Interlocal Agreements for Cooperative Purchasing with the City of Lubbock will be eligible, but not obligated, to purchase materials/services under the contract(s) awarded as a result of this solicitation. All purchases by governmental entities other than the City of Lubbock will be billed directly to that governmental entity and paid by that governmental entity. City of Lubbock will not be responsible for another governmental entity's debts. Each governmental entity will order their own materials/service as needed.

THIS BID IS SUBMITTED BY Ground Effects a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as Ground Effects of the City of Lubbock, Texas

Firm: Ground Effects

Address: PO Box 64771

City: Lubbock State: Texas Zip 79464

Bidder acknowledges receipt of the following addenda:

Addenda No. 1	Addenda No. _____	Addenda No. _____	Addenda No. _____
Date 04/17/2015	Date _____	Date _____	Date _____

M/WBE Firm:						
		Woman		Black American		Native American
		Hispanic American		Asian Pacific American		Other (Specify)

By Allen McIntire Date: 04/23/2015

Authorized Representative - must sign by hand

Officer Name and Title: Allen McIntire, Owner

Please Print

Business Telephone Number (806)470-0057 FAX: (806)368-3179

E-mail Address: groundeffectslubbock@yahoo.com

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual:_____

Date of Award by City Council *(for bids over $50,000)*:_____ Date P.O./Contract Issued:_____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

Regular City Council Meeting **6. 12.**

Meeting Date: 05/28/2015

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2015-O0049 abandoning and closing a 5-foot underground utility easement located in Lot 11-A-1-A, The Gables Addition Lubbock County, Texas, 5235 20th Street, Lubbock, Texas.

Item Summary

On May 14, 2015 the City Council approved the first reading of the ordinance.

This ordinance abandons and closes a 5-foot underground utility easement located on lot 11-A-1-A in The Gables Addition, which is located south of 20th Street and east of Albany Avenue. The closure is due to a house built over the easement. Public Works Engineering and all utility companies are in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

Ordinance - The Gables

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A 5-FOOT UTILITY EASEMENT LOCATED IN LOT 11-A-1-A, THE GABLES ADDITION, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council finds that the easement hereinafter described in the body of this Ordinance is no longer needed for easement purposes and for public use; and it would be in the public interest to close, vacate and abandon the same for easement purposes and for public use; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT the easement as hereinafter described shall BE and the same is hereby closed, vacated and abandoned for easement purposes and for public use, such easement being more particularly described as follows:

All the 5 foot utility easement as described in Volume 1957, Page 922, in Lot 11-A-1-A , The Gables Addition.

SECTION 2. THAT the City Engineer is hereby authorized and directed to mark the official maps of the City of Lubbock to reflect said abandonment and closing, showing the number of this Ordinance and the date of its final passage.

SECTION 3. THAT should any section, paragraph, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2015.

Passed by the City Council on second reading this _____day of _____, 2015 .

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

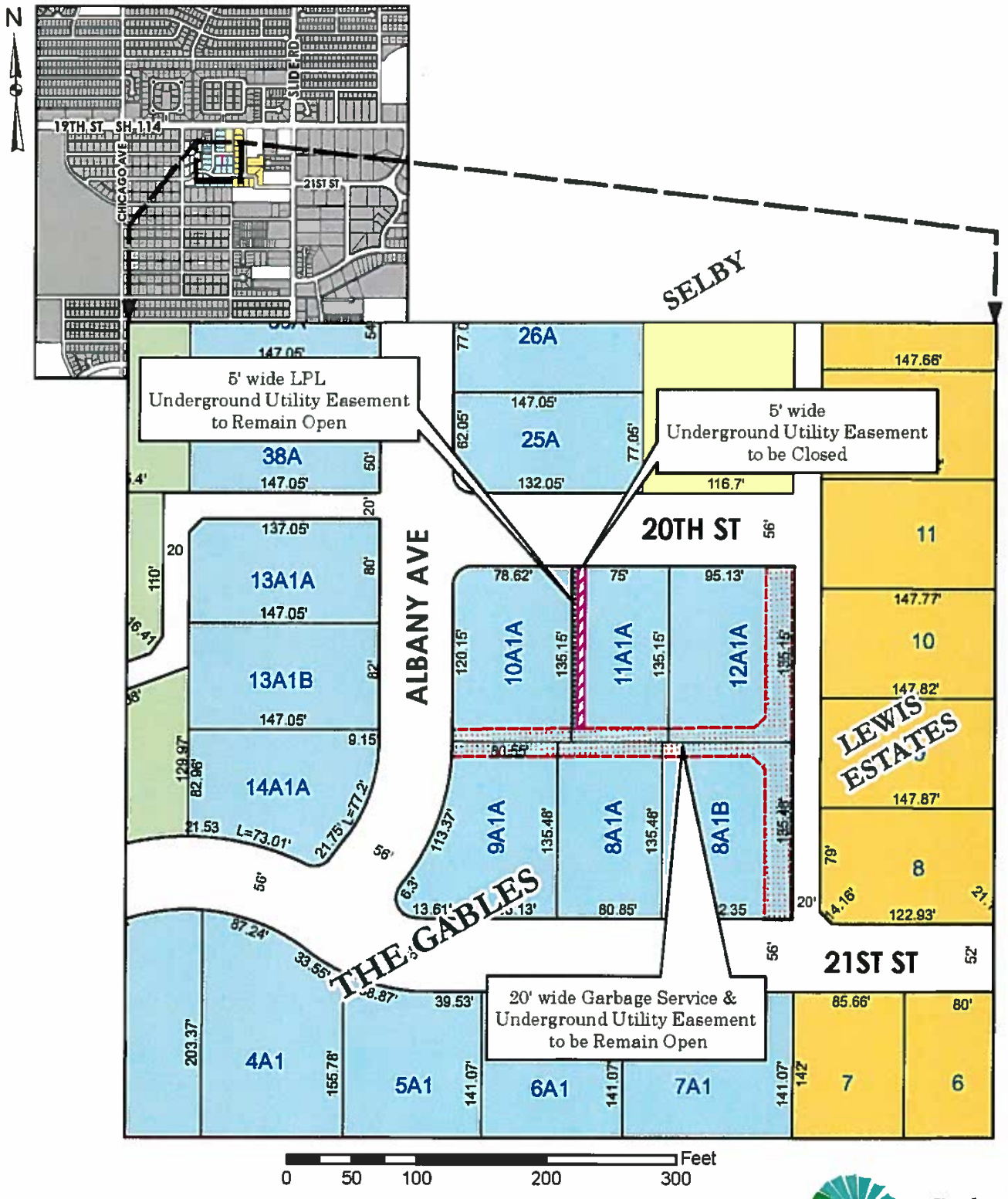
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver, City Attorney

A&C-UUE –The Gables.ord
4.8.15

Proposed Closing of a 5' wide Underground Utility Easement
Located in the North 125.15' of the East 5' of the West 10'
in Lot 11A1A, The Gables Addition, as Dedicated by V. 1957 P. 922



As required by SECTION 1 Chapter 2051, SUBCHAPTER D GEOSPATIAL DATA PRODUCTS of the Government Code, the City of Lubbock hereby provides notice that the data on this map was created by the City of Lubbock. Any data that appears to represent property boundaries is for informational purposes and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries.

City of Lubbock TEXAS

Regular City Council Meeting **6. 13.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Jui-Lien Chou Ho, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 5, Block JS, Lubbock County, Texas.

Item Summary

Over the past several decades, the City of Lubbock has experienced significant growth in the northwest region of the existing sewer collection system that resulted in insufficient conveyance and treatment capacity within the Northwest Sewer Shed. To alleviate the capacity problems and facilitate future growth in the area the 2009 Wastewater Master Plan recommended commissioning a new Northwest Water Reclamation Plant and associated conveyance systems. The City of Lubbock is acquiring right-of-way for construction of a large diameter sanitary sewer main, large diameter water main, and effluent main associated with the proposed Northwest Water Reclamation Plant located at North Slide Road and State Highway 84.

The purchase price is $712.25 plus closing cost with West Texas Title Company.

Fiscal Impact

$75,800,000 is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Project, with $712.25 available for this purpose.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

Ordinance - Jui-Lien Chou Ho
Budget Detail
CIP Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 5, Block JS, Lubbock, Lubbock County, Texas, for the Northwest Water Reclamation Project, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $712.25 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

RES.Easement-Parcels 3 & 3A
5.5.15

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

GRANTOR, JUI-LIEN CHOU HO, a married woman dealing in her sole and separate property, with street address of 4002 21st Street, Suite A, Lubbock, TX 79410-1135, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement together with the right to install, survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, roadways, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water, waste water and effluent through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands. Further, Grantor hereby grants unto Grantee a temporary construction easement (the "Temporary Easement") for the construction and installation of the Pipeline System through, over, under, upon, across and within the lands located adjacent to, and abutting, the Easement (the "Temporary Easement Area") as more specifically described on Exhibit B as well as for all other purposes identified in 13 below. The Temporary Easement shall terminate and expire upon the completion of all construction activities related to that portion of the Pipeline System situated within the Easement.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may shall use and occupy the Easement for purposes incidental and/or related to the Permitted Uses, including but not limited to: (a) the right to perform all Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of unimpaired ingress and egress and regress, entry and access in, to, through,

on, over, under and across said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for any and all purposes necessary and or incident to the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water/effluent transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water, waste water, and/or effluent regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Grantor and Grantee agree that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Lands and from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System. Notwithstanding anything contained herein to the contrary, although the Grantee may reconstruct any roadway crossed by Grantee in exercising its rights hereunder, Grantee assumes no maintenance for any road reconstructed as a result of Grantee's use of the Easement and Grantee expressly waives same.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all

environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement and as described on Exhibit B attached hereto and incorporated herein as thought set forth verbatim for the following:

A. detouring around natural impediments within the Easement; or

B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement 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 hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally

drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil") shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

24. All requirements and obligations of Grantor and Grantee relating to the Easement shall also apply in all respects to the property described in Exhibit B.

25. Nothing contained herein shall be construed as a waiver by the Grantee of immunity of any kind or type, including without limitation, waiver of immunity from liability and immunity from suit, and the Grantee shall retain all such immunities, except as may be otherwise waived pursuant to applicable laws of the United States or State of Texas.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 27th day of April, 2015 ("Effective Date").

GRANTOR:

JUI-LIEN CHOU HO

GRANTEE:

The City of Lubbock

By:_____

Name:_____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E.
City of Lubbock

APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

[Acknowledgements *of the Parties on Next Page]*

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on April 27, 2015, by JUI-LIEN CHOU HO.

Notary Public, State of Texas
Anita A. Coming
Printed Name of Notary
My commission expires: 12/14/15

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2015, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

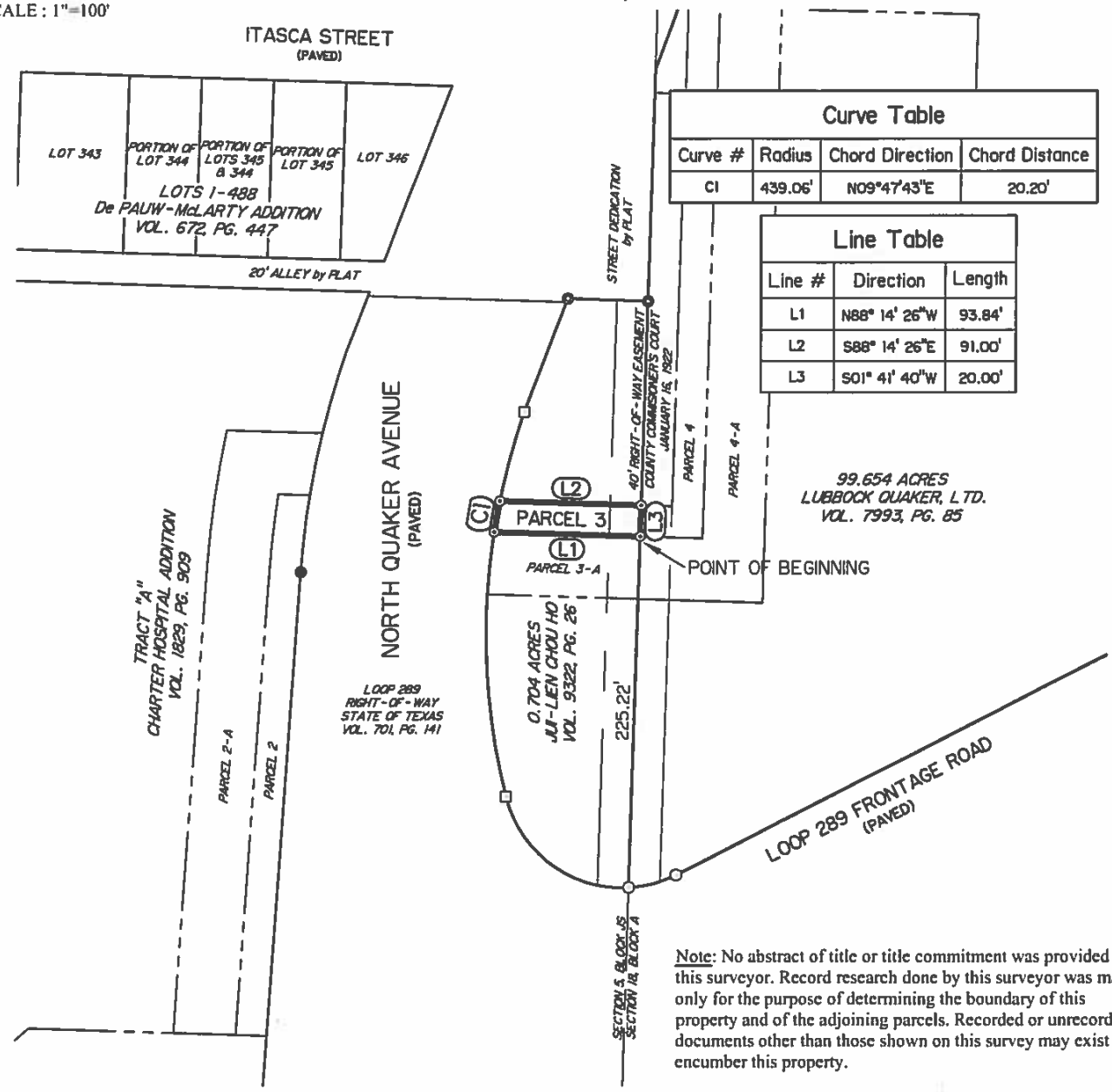
_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 3 - Permanent Easement
PERIMETER SURVEY OF A 0.043 ACRE TRACT LOCATED IN
SECTION 5, BLOCK JS
LUBBOCK COUNTY, TEXAS

SCALE : 1"=100'



Curve Table			
Curve #	Radius	Chord Direction	Chord Distance
C1	439.06'	N09°47'43"E	20.20'

Line Table		
Line #	Direction	Length
L1	N88° 14' 26"W	93.84'
L2	S88° 14' 26"E	91.00'
L3	S01° 41' 40"W	20.00'

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002452

Surveyed on the ground.
March 7, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
● - FOUND 5/8" IRON ROD
◉ - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 1/2" IRON ROD
□ - FOUND 1/2" SQUARE METAL TUBE

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 10067500
TEXAS REGISTERED ENGINEERING FIRM F-780
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 3 - Permanent Easement
PERIMETER SURVEY OF A 0.043 ACRE TRACT LOCATED IN

SECTION 5, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.043 acre parcel located in Section 5, Block JS, Lubbock County, Texas, being a portion of 0.704 acre tract described in Volume 9322, Page 26, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the East line of said 0.704 acre tract and the West line of a 99.654 acre tract described in Volume 7993, Page 85, Official Public Records, Lubbock County, Texas, and in the centerline of a 40.00 foot road easement described in Commissioners Court Minutes dated January 16, 1922, Lubbock County, Texas, also being in the common line of Section 15, Block JS, Lubbock County, Texas, and Section 18, Block A, Lubbock County, Texas, which bears N. 01°41'40" E. a distance of 225.22 feet from a 1/2" iron rod found at the Southeast corner of said 0.704 acre tract, and also bears S. 01°41'40" W. a distance of 4372.88 feet from the Northeast corner of the of Section 5, Block JS, for the Southeast corner of this parcel;

THENCE N. 88°14'26" W. at 40.00 feet pass the West line of said 40.00 foot road easement, continuing for a total distance of 93.84 feet to a 1/2" iron rod with cap set in the West line of said 0.704 acre tract and in the East Right-of-Way of North Quaker Avenue, as described in Volume 701, Page 141, Deed Records, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE Northeasterly along the common line of said 0.704 acre tract and said North Quaker Avenue, around a curve to the right having a radius of 439.06 feet, a chord bearing N. 09°47'43" E. and a chord distance of 20.20 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE S. 88°14'26" E. at 51.00 feet pass the West line of said 40.00 foot road easement, continuing for a total distance of 91.00 feet to a 1/2" iron rod with cap set in the common line of said 0.704 acre tract and said 99.654 acre tract and in the centerline of said 40.00 road easement, for the Northeast corner of this parcel;

THENCE S. 01°41'40"' W. along the common line of said 0.704 acre tract and said 99.654 acre tract and along the centerline of said 40.00 foot road easement, also being the common line of said Section 5, Block JS, and Section 18, Block A, a distance of 20.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
March 7, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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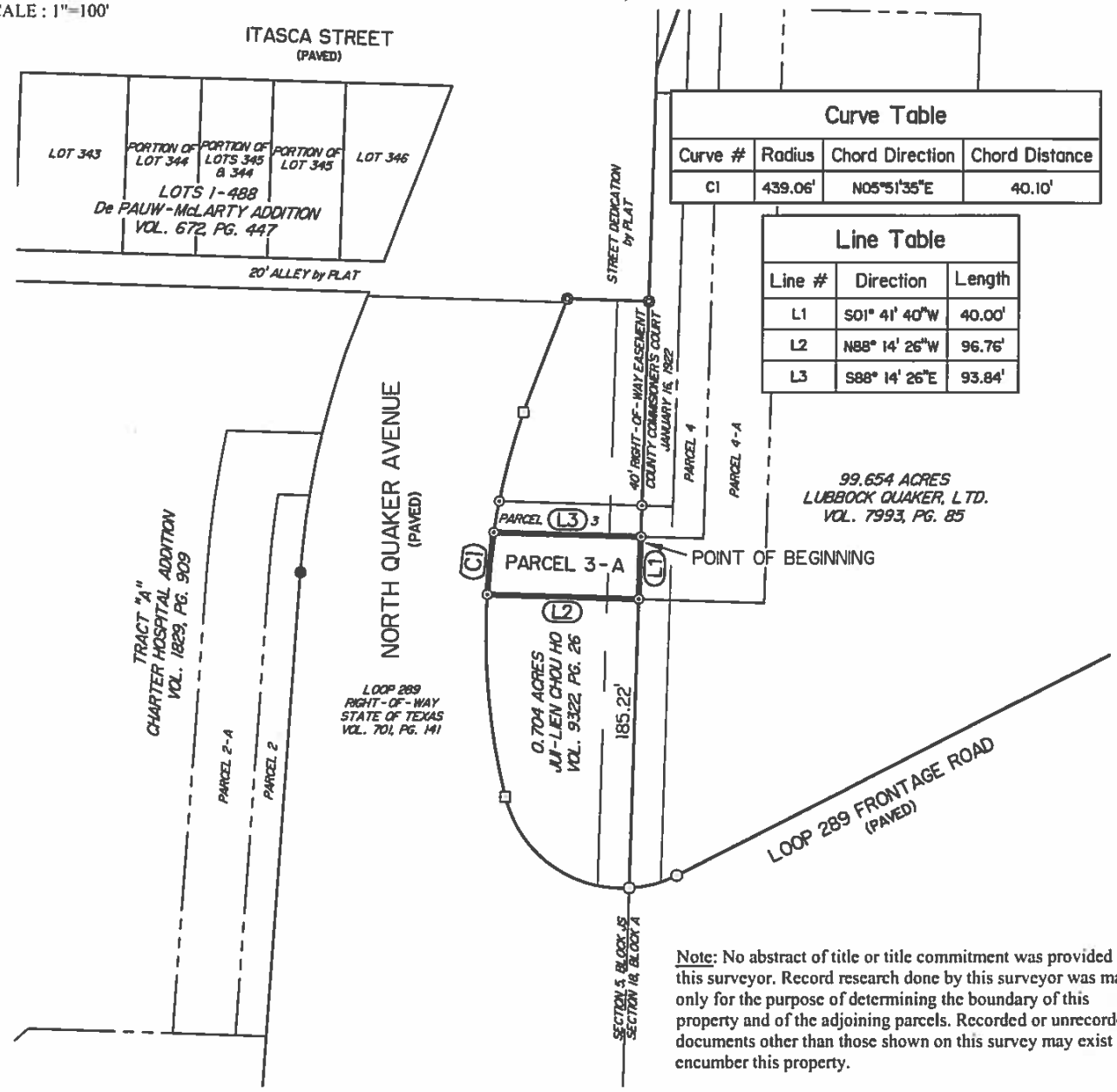
Exhibit B
Legal Description of the Temporary Easement

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 3-A - Temporary Easement
PERIMETER SURVEY OF A 0.088 ACRE TRACT LOCATED IN
SECTION 5, BLOCK JS
LUBBOCK COUNTY, TEXAS

SCALE : 1"=100'



Curve Table

Curve #	Radius	Chord Direction	Chord Distance
C1	439.06'	N05°51'35"E	40.10'

Line Table

Line #	Direction	Length
L1	S01° 41' 40"W	40.00'
L2	N88° 14' 26"W	96.76'
L3	S88° 14' 26"E	93.84'

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002452

Surveyed on the ground.
March 7, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
● - FOUND 5/8" IRON ROD
◉ - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 1/2" IRON ROD
□ - FOUND 1/2" SQUARE METAL TUBE

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE 806 / 763-5642
FAX 806 / 763-3891

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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 3-A - Temporary Easement
PERIMETER SURVEY OF A 0.088 ACRE TRACT LOCATED IN

SECTION 5, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.088 acre parcel located in Section 5, Block JS, Lubbock County, Texas, being a portion of 0.704 acre tract described in Volume 9322, Page 26, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the East line of said 0.704 acre tract and the West line of a 99.654 acre tract described in Volume 7993, Page 85, Official Public Records, Lubbock County, Texas, and in the center line of a 40.00 foot road easement described in Commissioners Court Minutes dated January 16, 1922, Lubbock County, Texas, also being in the common line of Section 15, Block JS, Lubbock County, Texas, and Section 18, Block A, Lubbock County, Texas, which bears N. 01°41'40" E. a distance of 185.22 feet from a 1/2" iron rod found at the Southeast corner of said 0.704 acre tract, and also bears S. 01°41'40" W. a distance of 4412.88 feet from the Northeast corner of the of Section 5, Block JS, for the Northeast corner of this parcel;

THENCE S. 01°41'40"' W. along the common line of said 0.704 acre tract and said 99.654 acre tract and along the centerline of said 40.00 foot road easement, also being in the common line of Section 15, Block JS, Lubbock County, Texas, and Section 18, Block A, Lubbock County, Texas, a distance of 40.00 feet to a 1/2" iron rod with cap set, which bears N. 01°41'40" E. a distance of 185.22 feet from a 1/2" iron rod found at the Southeast corner of said 0.704 acre tract, for the Southeast corner of this parcel;

THENCE N. 88°14'26" W. at 40.00 feet pass the West line of said 40.00 foot road easement, continuing for a total distance of 96.76 feet to a 1/2" iron rod with cap set in the West line of said 0.704 acre tract and in the East Right-of-Way of North Quaker Avenue, as described in Volume 701, Page 141, Deed Records, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE Northeasterly along the common line of said 0.704 acre tract and said North Quaker Avenue, around a curve to the right having a radius of 439.06 feet, a chord bearing N. 05°51'35" E. and a chord distance of 40.10 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE S. 88°14'26" E. at 53.84 feet pass the West line of said 40.00 foot road easement, continuing for a total distance of 93.84 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
March 7, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

Sheet 2 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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City of Lubbock
Capital Project
Project Cost Detail
May 28, 2015

Capital Project Number:	92221
Capital Project Name:	Northwest Water Reclamation Plant

		Budget
Encumbered/Expended		
Feasibilty Study - APAI	$	1,603,816
Surveying for Land Acquisition - Hugo Reed		6,152
Bid Cost		14,127
BNSF Railroad		5,500
Appraisal		16,128
Flow metering		17,850
Staff time		70,529
Professional Services Contract for Final Design - APAI		8,841,689
Easement Acquisition		22,521
Land Acquisition		1,166,743
Construction Contract for NWWRP Potable Water Pipeline		1,245,847
Construction Contract for NWWRP, Eagle Contracting		53,685,000
Construction Phase Services Contract with Alan Plummer		4,293,311
Agenda Item May 28, 2015		
Jul-Lien Chou Ho Easement		712
Quaker Loop, Ltd Easement		42,032
Quaker Loop, Ltd Easement		34,040
Earl's Commercial Holdings, L.L.C. Easement		500
Mike Abbe Easement		500
Kyle and Amy Zahn Easement		500
Encumbered/Expended To Date		71,067,497
Estimated Cost for Remaining Appropriation		
Construction		4,732,503
Remaining Appropriation		4,732,503
Total Appropriation to Date	$	75,800,000

Project Name **Northwest Water Reclamation Plant** *Project Number* **92221**

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **New Facility**

Project Status **Approved**

Project Scope

Design and construction of a new Northwest Water Reclamation Plant. The reclamation plant will handle wastewater flow from Northwest Lubbock. The new plant will handle 5 million gallons of wastewater a day with the ability to expand to 15 million gallons. The new plant will produce stream quality effluent that may be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

Project Justification

The project includes the preliminary engineering, design, and construction of a proposed northwest water reclamation plant as recommended by the Sewer Collection System Master Plan.

Project History

$2.0 million was appropriated in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$3.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$18.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
Reduced by $700,000 in FY 2012-13 Budget Amendment No. 14, Ord. No. 2013-O0009, February 14, 2013.
$53.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	17,800,000	53,000,000	12,500,000	0	0	0	0	83,300,000
Design and Engineering	5,000,000	0	0	0	0	0	0	5,000,000
Total Project Appropriation	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
2005 Wastewater Revenue CO's	139,641	0	0	0	0	0	0	139,641
FY 2010 Wastewater Revenue CO's	1,860,359	0	0	0	0	0	0	1,860,359
FY 2011 Wastewater Revenue CO's	2,300,000	0	0	0	0	0	0	2,300,000
FY 2013 Wastewater Revenue CO's	18,500,000	0	0	0	0	0	0	18,500,000
FY 2015 Wastewater Revenue CO's	0	53,000,000	0	0	0	0	0	53,000,000
FY 2016 Wastewater Revenue CO's	0	0	12,500,000	0	0	0	0	12,500,000
Total Funding Sources	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

Regular City Council Meeting **6. 14.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Quaker Loop, LTD, a Texas Limited Partnership, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 18, Block A, Lubbock County, Texas.

Item Summary

Over the past several decades, the City of Lubbock has experienced significant growth in the northwest region of the existing sewer collection system that resulted in insufficient conveyance and treatment capacity within the Northwest Sewer Shed. To alleviate the capacity problems and facilitate future growth in the area the 2009 Wastewater Master Plan recommended commissioning a new Northwest Water Reclamation Plant and associated conveyance systems. The City of Lubbock is acquiring right-of-way for construction of a large diameter sanitary sewer main, large diameter water main, and effluent main associated with the proposed Northwest Water Reclamation Plant located at North Slide Road and State Highway 84.

The purchase price is $42,032 plus closing cost with West Texas Title Company.

Fiscal Impact

$75,800,000 is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Project, with $42,032 available for this purpose.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

Resol-Easement-Quaker Loop LTD - Section 18 Block A - Parcel 4 4-A 5 5-A

Budget Detail

CIP Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 18, Block A, Lubbock, Lubbock County, Texas, for the Northwest Water Reclamation Project, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $42,032.50 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

RES.Easement-Parcels 4,4-A,5 & 5A
5.5.15

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

GRANTOR, LUBBOCK QUAKER, LTD., a Texas Limited Partnership, with street address of 4002 21st Street, Suite A, Lubbock, TX 79410-1135, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement together with the right to install, survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, roadways, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water, waste water and effluent through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands. Further, Grantor hereby grants unto Grantee a temporary construction easement (the "Temporary Easement") for the construction and installation of the Pipeline System through, over, under, upon, across and within the lands located adjacent to, and abutting, the Easement (the "Temporary Easement Area") as more specifically described on Exhibit B as well as for all other purposes identified in 13 below. The Temporary Easement shall terminate and expire upon the completion of all construction activities related to that portion of the Pipeline System situated within the Easement.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may shall use and occupy the Easement for purposes incidental and/or related to the Permitted Uses, including but not limited to: (a) the right to perform all Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of unimpaired ingress and egress and regress, entry and access in, to, through, on, over, under and across said Easement granted herein, with the right to ingress and

egress and regress to and from and access on and along said Easement, for any and all purposes necessary and or incident to the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water/effluent transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water, waste water, and/or effluent regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Grantor and Grantee agree that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Lands and from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System. Notwithstanding anything contained herein to the contrary, although the Grantee may reconstruct any roadway crossed by Grantee in exercising its rights hereunder, Grantee assumes no maintenance for any road reconstructed as a result of Grantee's use of the Easement and Grantee expressly waives same.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all

environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement and as described on Exhibit B attached hereto and incorporated herein as thought set forth verbatim for the following:

A. detouring around natural impediments within the Easement; or

B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement 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 hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally

drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil") shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

24. All requirements and obligations of Grantor and Grantee relating to the Easement shall also apply in all respects to the property described in Exhibit B.

25. Nothing contained herein shall be construed as a waiver by the Grantee of immunity of any kind or type, including without limitation, waiver of immunity from liability and immunity from suit, and the Grantee shall retain all such immunities, except as may be otherwise waived pursuant to applicable laws of the United States or State of Texas.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 27th day of April, 2015 ("Effective Date").

GRANTOR: LUBBOCK QUAKER, LTD., A Texas Limited Partnership
By: LUBBOCK GATEWAY GLOBAL, LLC, its General Partner

By: _____

Printed Name: Jui-Lien Chou Ito

Title: Managing partner of GP

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E.
City of Lubbock

APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

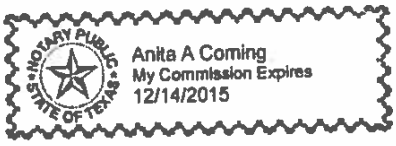
[Acknowledgements *of the Parties on Next Page]*

STATE OF TEXAS §

§

COUNTY OF LUBBOCK §

This instrument was acknowledged before me on April 27, 2015, by Tsui-Lien Chou Ho, Manager/Director of LUBBOCK GATEWAY GLOBAL, LLC, General Partner, of LUBBOCK QUAKER, LTD., a Texas Limited Partnership on behalf of said entity.



Notary Public, State of Texas

Anita A. Corning

Printed Name of Notary

My commission expires: 12/14/15

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2015, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____

Notary Public, State of _____

_____

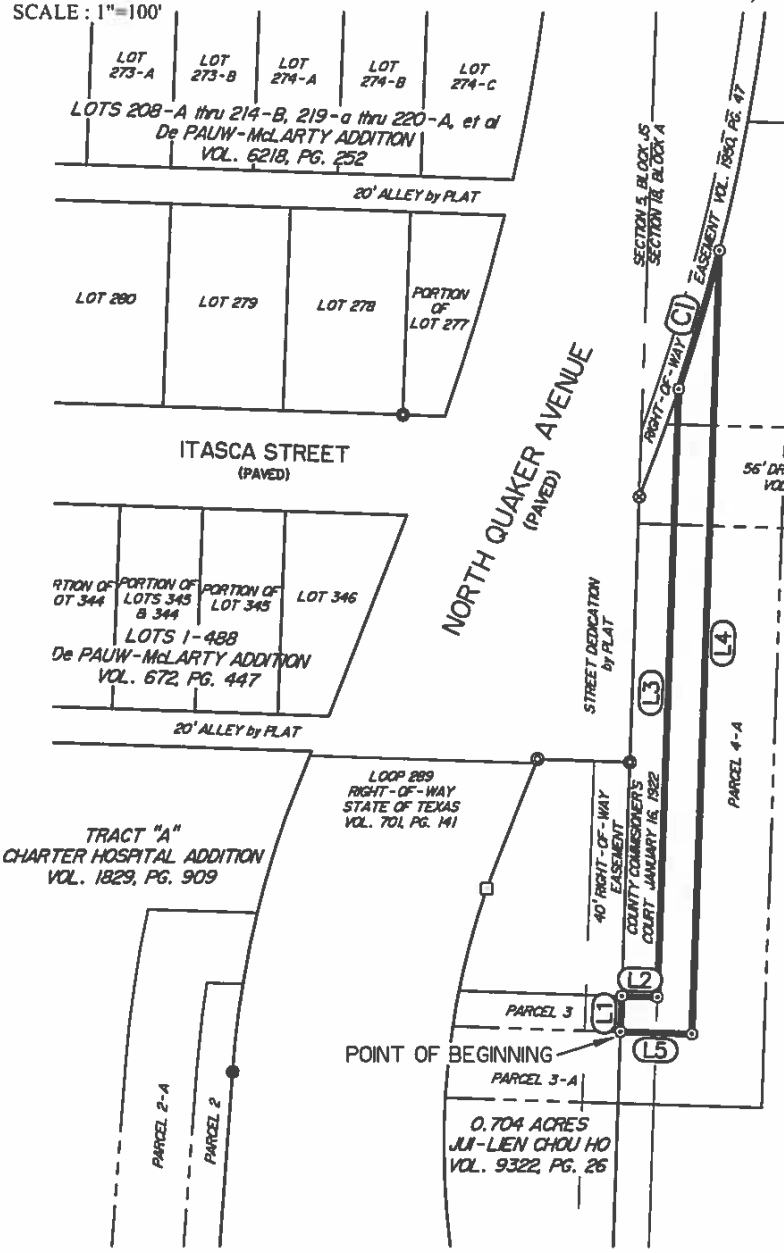
Printed Name of Notary

My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 4 - Permanent Easement
PERIMETER SURVEY OF A 0.192 ACRE TRACT LOCATED IN
SECTION 18, BLOCK A
LUBBOCK COUNTY, TEXAS

SCALE : 1"=100'



Curve Table			
Curve #	Radius	Chord Direction	Chord Distance
C1	1095.00'	N16°06'01"E	80.39'

Line Table		
Line #	Direction	Length
L1	N01° 41' 40"E	20.00'
L2	S88° 14' 26"E	20.00'
L3	N01° 41' 40"E	340.02'
L4	S01° 41' 40"W	437.90'
L5	N88° 14' 26"W	40.00'

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002452

Surveyed on the ground.
March 7, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊗ - FOUND 'X' CUT IN CONCRETE
◉ - FOUND 1/2" IRON ROD WITH CAP
● - FOUND 5/8" IRON ROD
□ - FOUND 1/2" SQUARE METAL TUBE

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100678-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 4 - Permanent Easement
PERIMETER SURVEY OF A 0.192 ACRE TRACT LOCATED IN

SECTION 18, BLOCK A

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.192 acre parcel located in Section 18, Block A, Lubbock County, Texas, being a portion of 99.654 acre tract described in Volume 7993, Page 85, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the West line of said 99.654 acre tract and the East line of a 0.704 acre tract described in Volume 9322, Page 26, Official Public Records, Lubbock County, Texas, and in the centerline of a 40.00 foot road easement described in Commissioners Court Minutes dated January 16, 1922, Lubbock County, Texas, also being in the common line of Section 15, Block JS, Lubbock County, Texas, and Section 18, Block A, Lubbock County, Texas, which bears N. 01°41'40" E. a distance of 225.22 feet from a 1/2" iron rod found for the Southeast corner of said 0.704 acre tract, and also bears S. 01°41'40" W. a distance of 4372.88 feet from the Northeast corner of the of Section 5, Block JS, for the Southeast corner of this parcel;

THENCE N. 01°41'40" E. along the common line of said 99.654 acre tract and said 0.704 acre tract, and along the centerline of said 40.00 foot road easement, also being the common line of said Section 15, Block JS, and Section 18, Block A, a distance of 20.00 feet to a 1/2" iron rod with cap set for the Southernmost Southwest corner of this parcel;

THENCE S. 88°14'26" E. a distance of 20.00 feet to a 1/2" iron rod with cap set in the East line of said 40.00 foot road easement, for an 'ell' corner of this parcel;

THENCE N. 01°41'40" E. along the East of said 40.00 foot road easement a distance of 340.02 feet to a 1/2" iron rod with cap set in East line of said 99.654 acre tract and in the West Right-of-Way of North Quaker Avenue described in Volume 1950, Page 47, Deed Records, Lubbock County, Texas, for the Northwest corner of this parcel;

THENCE Northeasterly along the common line of said 99.654 acre tract and said North Quaker Avenue, around a curve to the left having a radius of 1095.00 feet, a chord bearing N. 16°06'01" E. and a chord distance of 80.39 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°41'40" W. a distance of 437.90 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE N. 88°14'26" W. at 20.00 feet pass the East line of said 40.00 foot road easement, continuing for a total distance of 40.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
March 7, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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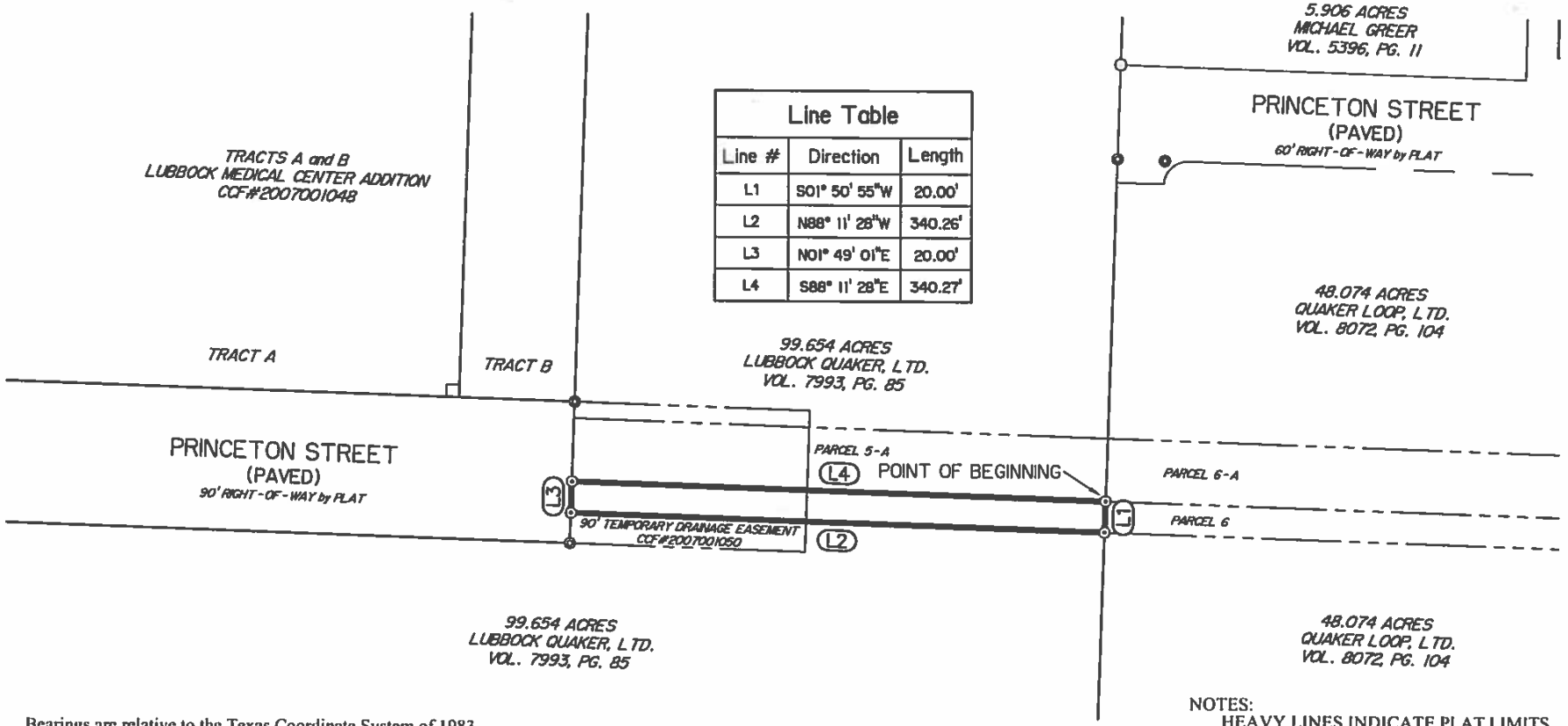
NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 5 - Permanent Easement
PERIMETER SURVEY OF A 0.156 ACRE TRACT LOCATED IN
SECTION 18, BLOCK A
LUBBOCK COUNTY, TEXAS

SCALE : 1"=100'



Line Table		
Line #	Direction	Length
L1	S01° 50' 55"W	20.00'
L2	N88° 11' 28"W	340.26'
L3	N01° 49' 01"E	20.00'
L4	S88° 11' 28"E	340.27'

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
● - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 1/2" IRON ROD

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002452

Surveyed on the ground.
March 11, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 5 - Permanent Easement
PERIMETER SURVEY OF A 0.156 ACRE TRACT LOCATED IN

SECTION 18, BLOCK A

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.156 acre parcel located in Section 18, Block A, Lubbock County, Texas, being a portion of 99.645 acre tract described in Volume 7993, Page 85, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the East line of said 99.645 acre tract and in the West line of a 48.074 acre tract described in Volume 8072, Page 104, Official Public Records, Lubbock County, Texas, which bears S. 01°41'40" W. a distance of 1878.53 feet and S. 88°18'20" E. a distance of 1279.13 feet from an 'X' cut in concrete found at the Northwest corner of Section 18, Block A, for the Northeast corner of this parcel;

THENCE S. 01°50'55" W. along the common line of said 99.645 acre tract and said 48.074 acre tract a distance of 20.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE N. 88°11'28" W. a distance of 340.26 feet to a 1/2" iron rod with cap set in the East line of Princeton Street, a 90.00 foot Right-of-Way according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number 2007001048, Official Public Records, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°49'01" E. along the West line of said Princeton Street a distance of 20.00 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE S. 88°11'28" E. a distance of 240.27 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
March 11, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
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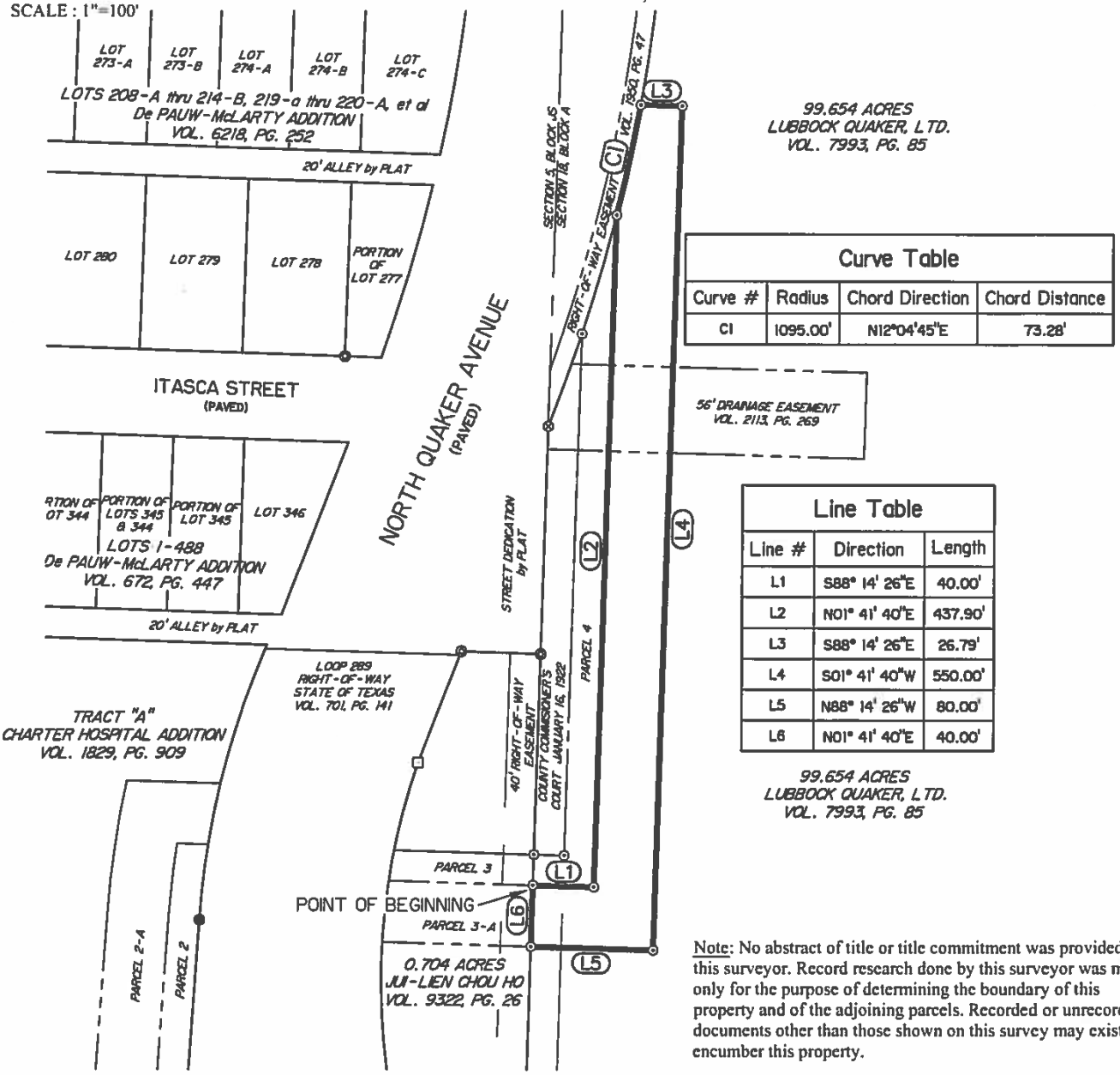
Exhibit B
Legal Description of the Temporary Easement

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 4-A - Temporary Easement
PERIMETER SURVEY OF A 0.530 ACRE TRACT LOCATED IN
SECTION 18, BLOCK A
LUBBOCK COUNTY, TEXAS

SCALE : 1"=100'



Curve Table			
Curve #	Radius	Chord Direction	Chord Distance
C1	1095.00'	N12°04'45"E	73.28'

Line Table		
Line #	Direction	Length
L1	S88° 14' 26"E	40.00'
L2	N01° 41' 40"E	437.90'
L3	S88° 14' 26"E	26.79'
L4	S01° 41' 40"W	550.00'
L5	N88° 14' 26"W	80.00'
L6	N01° 41' 40"E	40.00'

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002452

Surveyed on the ground.
March 7, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊗ - FOUND 'X' CUT IN CONCRETE
● - FOUND 1/2" IRON ROD WITH CAP
● - FOUND 5/8" IRON ROD
□ - FOUND 1/2" SQUARE METAL TUBE

A legal description of even survey date herewith accompanies this plat of survey. Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F 760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 4-A - Temporary Easement
PERIMETER SURVEY OF A 0.530 ACRE TRACT LOCATED IN

SECTION 18, BLOCK A

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.530 acre parcel located in Section 18, Block A, Lubbock County, Texas, being a portion of 99.654 acre tract described in Volume 7993, Page 85, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the West line of said 99.654 acre tract and the East line of a 0.704 acre tract described in Volume 9322, Page 26, Official Public Records, Lubbock County, Texas, and in the centerline of a 40.00 foot road easement described in Commissioners Court Minutes dated January 16, 1922, Lubbock County, Texas, also being in the common line of Section 15, Block JS, Lubbock County, Texas, and Section 18, Block A, Lubbock County, Texas, which bears N. 01°41'40" E. a distance of 225.22 feet from a 1/2" iron rod found for the Southeast corner of said 0.704 acre tract, and also bears S. 01°41'40" W. a distance of 4372.88 feet from the Northeast corner of the of Section 5, Block JS, for a corner of this parcel;

THENCE S. 88°14'26" E. at 20.00 feet pass the East line of said 40.00 foot road easement, continuing for a total distance of 40.00 feet to a 1/2" iron rod with cap set, for an 'ell' corner of this parcel;

THENCE N. 01°41'40" E. a distance of 437.90 feet to a 1/2" iron rod with cap set in the East Right-of-Way of North Quaker Avenue described in Volume 1950, Page 47, Deed Records, Lubbock County, Texas, and in the West line of said 99.654 acre tract, for a corner of this parcel;

THENCE Northeasterly along the common line of said 99.654 acre tract and said North Quaker Avenue, around a curve to the left having a radius of 1095.00 feet, a chord bearing N. 12°04'45" E. and a chord distance of 73.28 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE S. 88°14'26" E. a distance of 26.79 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°41'40" W. a distance of 550.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE N. 88°14'26" W. at 60.00 feet pass the East line of said 40.00 foot road easement, continuing for a total distance of 80.00 feet to a 1/2" iron rod with cap set in the common line of said 99.654 acre tract and said 0.704 acre tract, and the common line of said Section 15, Block JS and Section 18, Block A, and being the centerline of said 40.00 foot road easement, for the Southwest corner of this parcel;

THENCE N. 01°41'40" E. along the common line of said 99.654 acre tract and said 0.704 acre tract, and along the centerline of said 40.00 foot road easement, also being the common line of said Section 15, Block JS, and Section 18, Block A, a distance of 40.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
March 7, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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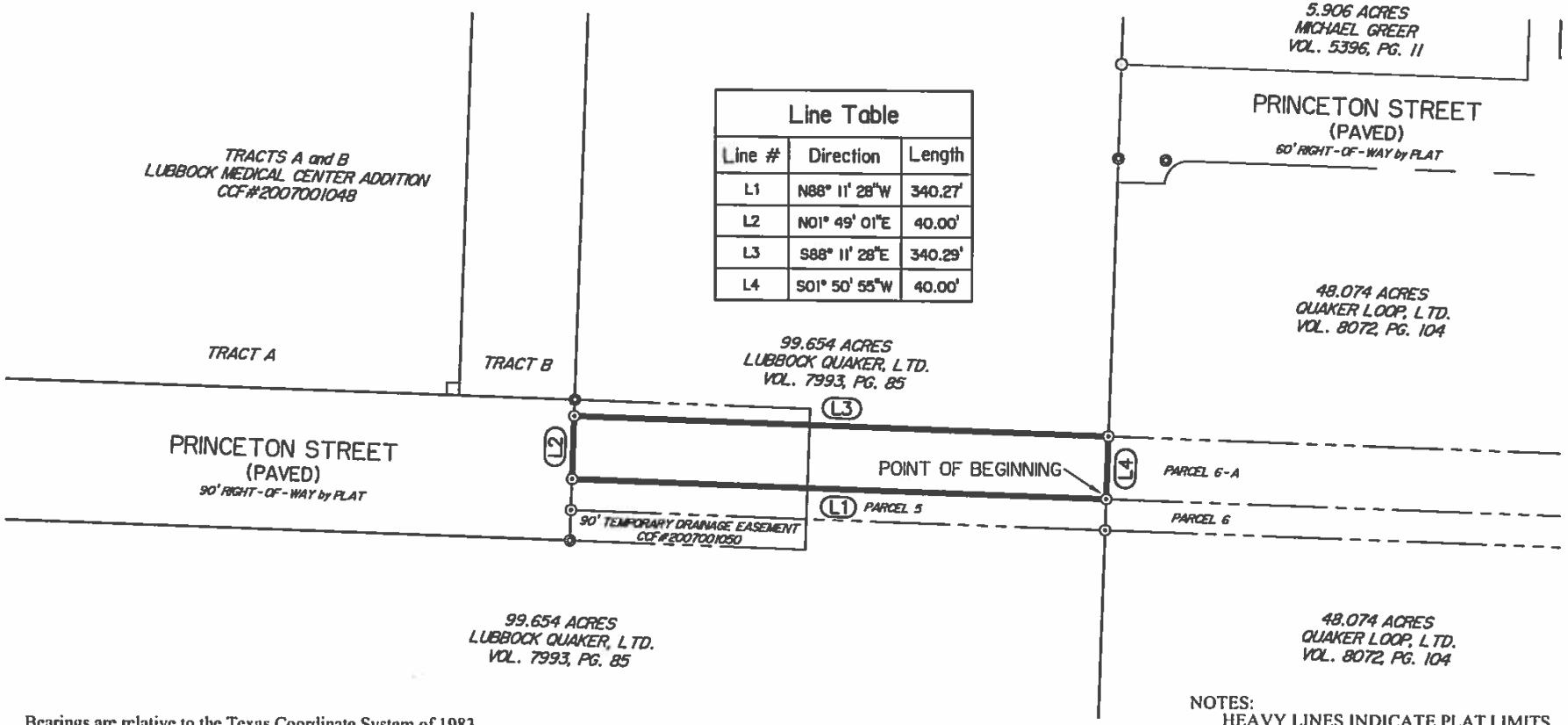
NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 5-A - Temporary Easement
PERIMETER SURVEY OF A 0.313 ACRE TRACT LOCATED IN
SECTION 18, BLOCK A
LUBBOCK COUNTY, TEXAS

SCALE : 1"=100'



Line Table		
Line #	Direction	Length
L1	N88° 11' 28"W	340.27'
L2	N01° 49' 01"E	40.00'
L3	S88° 11' 28"E	340.29'
L4	S01° 50' 55"W	40.00'

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
● - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 1/2" IRON ROD

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002452

Surveyed on the ground.
March 11, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100876-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 5-A - Proposed Temporary Easement
PERIMETER SURVEY OF A 0.313 ACRE TRACT LOCATED IN

SECTION 18, BLOCK A

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.313 acre parcel located in Section 18, Block A, Lubbock County, Texas, being a portion of 99.645 acre tract described in Volume 7993, Page 85, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the East line of said 99.645 acre tract and in the West line of a 48.074 acre tract described in Volume 8072, Page 104, Official Public Records, Lubbock County, Texas, which bears S. 01°41'40" W. a distance of 1878.53 feet and S. 88°18'20" E. a distance of 1279.13 feet from an 'X' cut in concrete found at the Northwest corner of Section 18, Block A, for the Southeast corner of this parcel;

THENCE N. 88°11'28" W. a distance of 340.27 feet to a 1/2" iron rod with cap set in the East line of Princeton Street, a 90.00 foot Right-of-Way according to the map, plat and/or dedication deed thereof recorded in County Clerk File Number 2007001048, Official Public Records, Lubbock County, Texas, for the Southwest corner of this parcel;

THENCE N. 01°49'01" E. along the West line of said Princeton Street a distance of 40.00 feet to a 1/2" iron rod with cap set for the Northwest corner of this parcel;

THENCE S. 88°11'28" W. a distance of 340.29 feet to a 1/2" iron rod with cap set in the common line of said 99.645 acre tract and said 48.074 acre tract Northeast corner of this parcel;

THENCE S. 01°50'55" W. along the common line of said 99.645 acre tract and said 48.074 acre tract a distance of 40.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
March 11, 2014

John E. Allen

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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PHONE: 806 / 763-5642
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City of Lubbock
Capital Project
Project Cost Detail
May 28, 2015

Capital Project Number:	92221
Capital Project Name:	Northwest Water Reclamation Plant

		Budget
Encumbered/Expended		
Feasibilty Study - APAI	$	1,603,816
Surveying for Land Acquisition - Hugo Reed		6,152
Bid Cost		14,127
BNSF Railroad		5,500
Appraisal		16,128
Flow metering		17,850
Staff time		70,529
Professional Services Contract for Final Design - APAI		8,841,689
Easement Acquisition		22,521
Land Acquisition		1,166,743
Construction Contract for NWWRP Potable Water Pipeline		1,245,847
Construction Contract for NWWRP, Eagle Contracting		53,685,000
Construction Phase Services Contract with Alan Plummer		4,293,311
Agenda Item May 28, 2015		
Jul-Lien Chou Ho Easement		712
Quaker Loop, Ltd Easement		42,032
Quaker Loop, Ltd Easement		34,040
Earl's Commercial Holdings, L.L.C. Easement		500
Mike Abbe Easement		500
Kyle and Amy Zahn Easement		500
Encumbered/Expended To Date		71,067,497
Estimated Cost for Remaining Appropriation		
Construction		4,732,503
Remaining Appropriation		4,732,503
Total Appropriation to Date	$	75,800,000

Project Name **Northwest Water Reclamation Plant** *Project Number* **92221**

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **New Facility**

Project Status **Approved**

Project Scope

Design and construction of a new Northwest Water Reclamation Plant. The reclamation plant will handle wastewater flow from Northwest Lubbock. The new plant will handle 5 million gallons of wastewater a day with the ability to expand to 15 million gallons. The new plant will produce stream quality effluent that may be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

Project Justification

The project includes the preliminary engineering, design, and construction of a proposed northwest water reclamation plant as recommended by the Sewer Collection System Master Plan.

Project History

$2.0 million was appropriated in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$3.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$18.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
Reduced by $700,000 in FY 2012-13 Budget Amendment No. 14, Ord. No. 2013-O0009, February 14, 2013.
$53.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	17,800,000	53,000,000	12,500,000	0	0	0	0	83,300,000
Design and Engineering	5,000,000	0	0	0	0	0	0	5,000,000
Total Project Appropriation	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
2005 Wastewater Revenue CO's	139,641	0	0	0	0	0	0	139,641
FY 2010 Wastewater Revenue CO's	1,860,359	0	0	0	0	0	0	1,860,359
FY 2011 Wastewater Revenue CO's	2,300,000	0	0	0	0	0	0	2,300,000
FY 2013 Wastewater Revenue CO's	18,500,000	0	0	0	0	0	0	18,500,000
FY 2015 Wastewater Revenue CO's	0	53,000,000	0	0	0	0	0	53,000,000
FY 2016 Wastewater Revenue CO's	0	0	12,500,000	0	0	0	0	12,500,000
Total Funding Sources	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

Regular City Council Meeting **6. 15.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Quaker Loop, LTD, a Texas Limited Partnership, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 18, Block A, Lubbock County, Texas.

Item Summary

Over the past several decades, the City of Lubbock has experienced significant growth in the northwest region of the existing sewer collection system that resulted in insufficient conveyance and treatment capacity within the Northwest Sewer Shed. To alleviate the capacity problems and facilitate future growth in the area the 2009 Wastewater Master Plan recommended commissioning a new Northwest Water Reclamation Plant and associated conveyance systems. The City of Lubbock is acquiring right-of-way for construction of a large diameter sanitary sewer main, large diameter water main, and effluent main associated with the proposed Northwest Water Reclamation Plant located at North Slide Road and State Highway 84.

The purchase price is $34,040 plus closing cost with West Texas Title Company.

Fiscal Impact

$75,800,000 is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Project, with $34,040 available for this purpose.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

Resol- Easement- Quaker Loop LTD - Section 18 Block A Parcels 6 6-A 7 7-A

Budget Detail

CIP Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 18, Block A, Lubbock, Lubbock County, Texas, for the Northwest Water Reclamation Project, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $34,039.64 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

RES.Easement-Parcels6,6A,7 & 7A
5.5.15

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

GRANTOR, QUAKER LOOP, LTD., a Texas Limited Partnership, with street address of 4002 21st Street, Suite A, Lubbock, TX 79410-1135, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement together with the right to install, survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, roadways, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water, waste water and effluent through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands. Further, Grantor hereby grants unto Grantee a temporary construction easement (the "Temporary Easement") for the construction and installation of the Pipeline System through, over, under, upon, across and within the lands located adjacent to, and abutting, the Easement (the "Temporary Easement Area") as more specifically described on Exhibit B as well as for all other purposes identified in 13 below. The Temporary Easement shall terminate and expire upon the completion of all construction activities related to that portion of the Pipeline System situated within the Easement.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may shall use and occupy the Easement for purposes incidental and/or related to the Permitted Uses, including but not limited to: (a) the right to perform all Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of unimpaired ingress and egress and regress, entry and access in, to, through, on, over, under and across said Easement granted herein, with the right to ingress and

egress and regress to and from and access on and along said Easement, for any and all purposes necessary and or incident to the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water/effluent transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water, waste water, and/or effluent regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Grantor and Grantee agree that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Lands and from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System. Notwithstanding anything contained herein to the contrary, although the Grantee may reconstruct any roadway crossed by Grantee in exercising its rights hereunder, Grantee assumes no maintenance for any road reconstructed as a result of Grantee's use of the Easement and Grantee expressly waives same.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all

environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement and as described on Exhibit B attached hereto and incorporated herein as thought set forth verbatim for the following:

A. detouring around natural impediments within the Easement; or

B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement 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 hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally

drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil") shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

24. All requirements and obligations of Grantor and Grantee relating to the Easement shall also apply in all respects to the property described in Exhibit B.

25. Nothing contained herein shall be construed as a waiver by the Grantee of immunity of any kind or type, including without limitation, waiver of immunity from liability and immunity from suit, and the Grantee shall retain all such immunities, except as may be otherwise waived pursuant to applicable laws of the United States or State of Texas.

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 27th day of April, 2015 ("Effective Date").

GRANTOR: QUAKER LOOP, LTD., A Texas Limited Partnership
By: LUBBOCK GATEWAY GLOBAL, LLC, its General Partner

By: _____

Printed Name: Jui-Lien Chou Ho

Title: Managing partner of GP

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E.
Director of P.W. & Col

APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

[Acknowledgements *of the Parties on Next Page]*

STATE OF TEXAS §

§

COUNTY OF LUBBOCK §

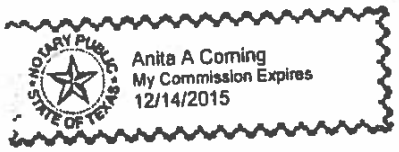
This instrument was acknowledged before me on April 27, 2015, by Jui-Lien Chou PhD, Manager/Director of LUBBOCK GATEWAY GLOBAL, LLC, General Partner, of QUAKER LOOP, LTD., a Texas Limited Partnership on behalf of said entity.

Notary Public, State of Texas

Anita A. Corning

Printed Name of Notary

My commission expires: 12/14/15



STATE OF TEXAS §

COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2015, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____

Notary Public, State of _____

_____

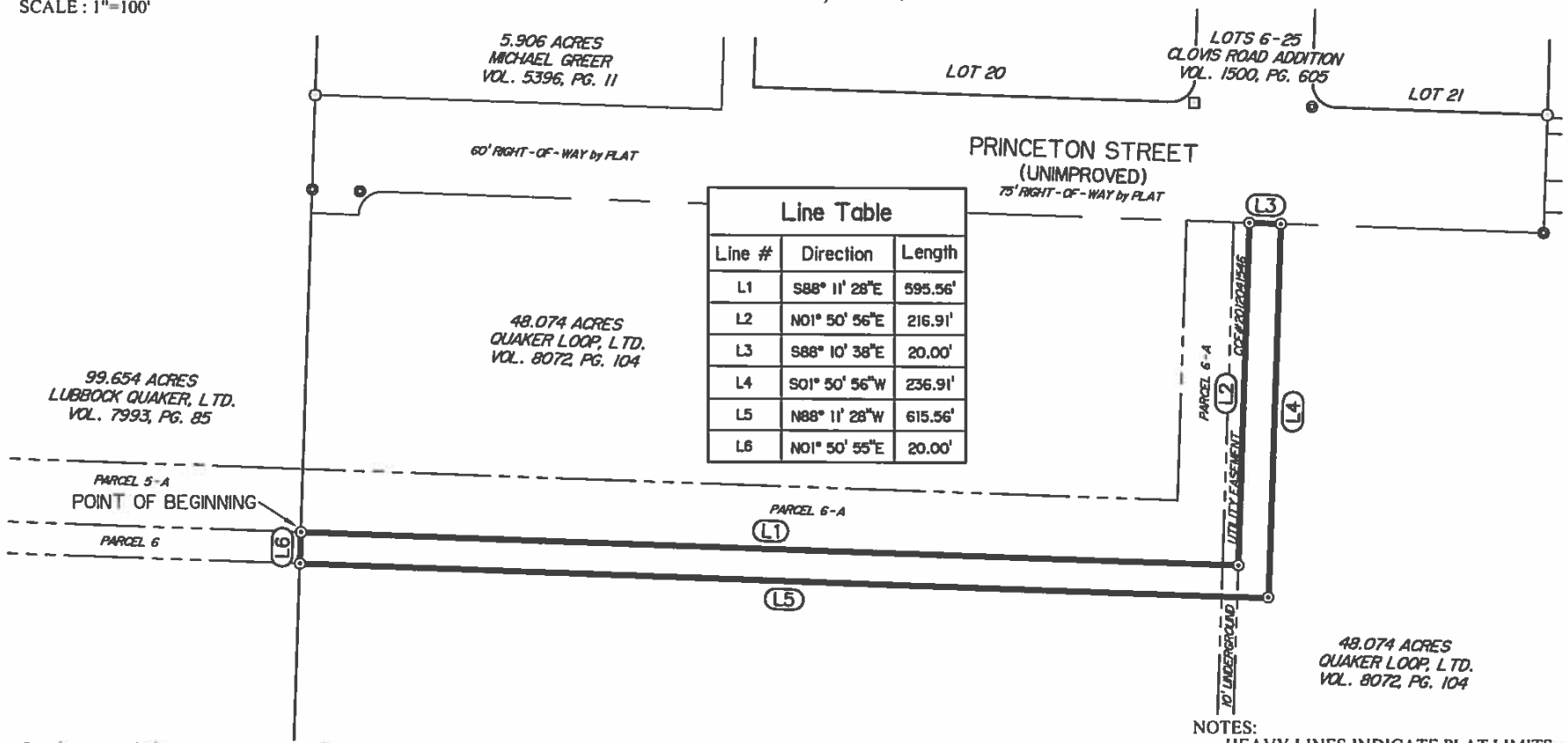
Printed Name of Notary

My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 6 - Permanent Easement
PERIMETER SURVEY OF A 0.384 ACRE TRACT LOCATED IN
SECTION 18, BLOCK A
LUBBOCK COUNTY, TEXAS

SCALE : 1"=100'



Line Table		
Line #	Direction	Length
L1	S88° 11' 28"E	595.56'
L2	N01° 50' 56"E	216.91'
L3	S88° 10' 38"E	20.00'
L4	S01° 50' 56"W	236.91'
L5	N88° 11' 28"W	615.56'
L6	N01° 50' 55"E	20.00'

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002452

Surveyed on the ground.
March 11, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
● - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 5/8" IRON ROD
□ - FOUND 1/2" SQUARE METAL TUBE

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE. 806 / 763-5642
FAX. 806 / 763-3891

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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 6 - Permanent Easement
PERIMETER SURVEY OF A 0.384 ACRE TRACT LOCATED IN

SECTION 18, BLOCK A

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.384 acre parcel located in Section 18, Block A, Lubbock County, Texas, being a portion of 48.074 acre tract described in Volume 8072, Page 104, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the West line of said 48.074 acre tract and in the East line of a 99.645 acre tract described in Volume 7993, Page 85, Official Public Records, Lubbock County, Texas, which bears S. 01°41'40" W. a distance of 1878.53 feet and S. 88°18'20" E. a distance of 1279.13 feet from an 'X' cut in concrete found at the Northwest corner of Section 18, Block A, for the most Westerly Northwest corner of this parcel;

THENCE S. 88°11'28" W. at 575.56 feet pass the West line of a 10.00 foot underground utility easement described in County Clerk File Number 2012041546, Official Public Records, Lubbock County, Texas, continuing for a total distance of 595.56 feet to a 1/2" iron rod with cap set in the East line of said 10.00 foot underground utility easement, for an 'ell' corner of this parcel;

THENCE N. 01°50'56" E. along the East line of said 10.00 foot underground utility easement, a distance of 216.91 feet to a 1/2" iron rod with cap set in the South line of Princeton Street, a 75.00 foot Right-of-Way according to the map, plat and/or dedication deed recorded in Volume 1500, Page 605, Deed Records, Lubbock County, Texas, and at the Northeast corner of said 10.00 foot underground utility easement, for the most Northerly Northwest corner of this parcel;

THENCE S. 88°10'38" E. along the South line of said Princeton Street a distance of 20.00 feet to a 1/2" iron rod with cap set for the Northeast corner of this parcel;

THENCE S. 01°50'56" W. a distance of 236.91 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE N. 88°11'28" W. at 20.00 feet pass the East line of said 10.00 foot underground utility easement, at 30.00 feet pass the West line of said 10.00 foot underground utility easement, continuing for a total distance of 615.56 feet to a 1/2" iron rod with cap set in the common line of said 48.074 acre tract and said 99.645 acre tract, for the Southwest corner of this parcel;

THENCE N. 01°50'55" E. along the common line of said 48.074 acre tract and said 99.645 acre tract a distance of 20.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
March 11, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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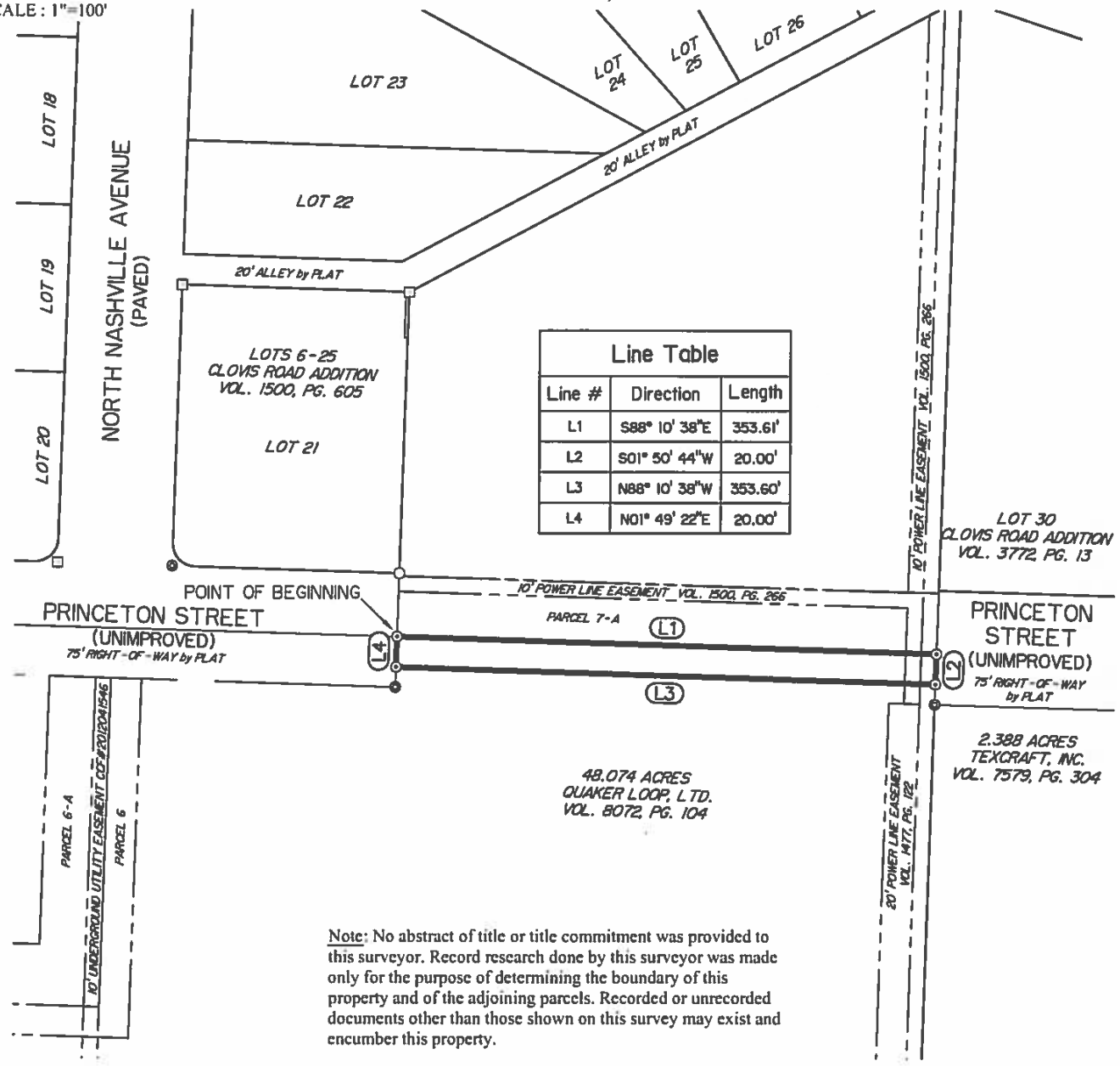
NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 7 - Permanent Easement
PERIMETER SURVEY OF A 0.161 ACRE TRACT LOCATED IN
SECTION 18, BLOCK A
LUBBOCK COUNTY, TEXAS

SCALE : 1"=100'



Line Table		
Line #	Direction	Length
L1	S88° 10' 38"E	353.61'
L2	S01° 50' 44"W	20.00'
L3	N88° 10' 38"W	353.60'
L4	N01° 49' 22"E	20.00'

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002452

Surveyed on the ground.
March 11, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
◉ - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 5/8" IRON ROD
□ - FOUND 1/2" SQUARE METAL TUBE

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE 806 / 763-5642
FAX 806 / 763-3891

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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 7 - Permanent Easement
PERIMETER SURVEY OF A 0.161 ACRE TRACT LOCATED IN

SECTION 18, BLOCK A

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.161 acre parcel located in Section 18, Block A, Lubbock County, Texas, being a portion of 48.074 acre tract described in Volume 8072, Page 104, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the East line of Princeton Street, a 75.00 foot Right-of-Way according to the map, plat and/or dedication deed thereof recorded in Volume 1500, Page 605, Deed Records, Lubbock County, Texas, and in the West line of said 48.074 acre tract, which bears N. 01°49'22" E. a distance of 33.32 feet from a 1/2" iron rod with cap found at the Southeast corner of said Princeton Street, and also bears S. 01°41'40" W. a distance of 1629.92 feet and S. 88°18'20" E. a distance of 2062.67 feet from an 'X' cut in concrete found at the Northwest corner of Section 18, Block A, for the most Westerly Northwest corner of this parcel;

THENCE S. 88°10'38" E. at 335.61 feet pass the West line of a 10.00 foot power line easement described in Volume 1500, Page 266, Deed Records, Lubbock County, Texas, at 345.61 feet pass the East line of said 10.00 foot power line easement, continuing for a total distance of 353.61 feet to a 1/2" iron rod with cap set in the East line of said 48.074 acre tract and in the West line of Princeton Street, a 75.00 foot Right-of-Way according to the map, plat and/or dedication deed thereof recorded in Volume 3772, Page 13, Deed Records, Lubbock County, Texas, for the Northeast corner of this parcel;

THENCE S. 01°50'44" W. along the West line of said 48.074 acre tract and along the West line of said Princeton Street, a distance of 20.00 feet to a 1/2" iron rod with cap set, which bears N. 01°50'44" E. a distance of 13.32 feet from a 1/2" iron rod with cap found at the Southwest corner of said Princeton Street, for the Southeast corner of this parcel;

THENCE N. 88°10'38" W. at 9.95 feet pass the East line of said 10.00 foot underground utility easement, at 19.95 feet pass the West line of said 10.00 foot underground utility easement, continuing for a total distance of 353.60 feet to a 1/2" iron rod with cap set in the West line of said 48.074 acre tract and in the East line of said Princeton Street, for the Southwest corner of this parcel;

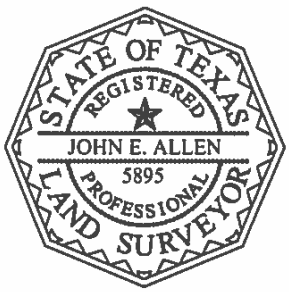
THENCE N. 01°49'22" E. along the West line of said 48.074 acre tract and along the East line of said Princeton Street, a distance of 20.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
March 11, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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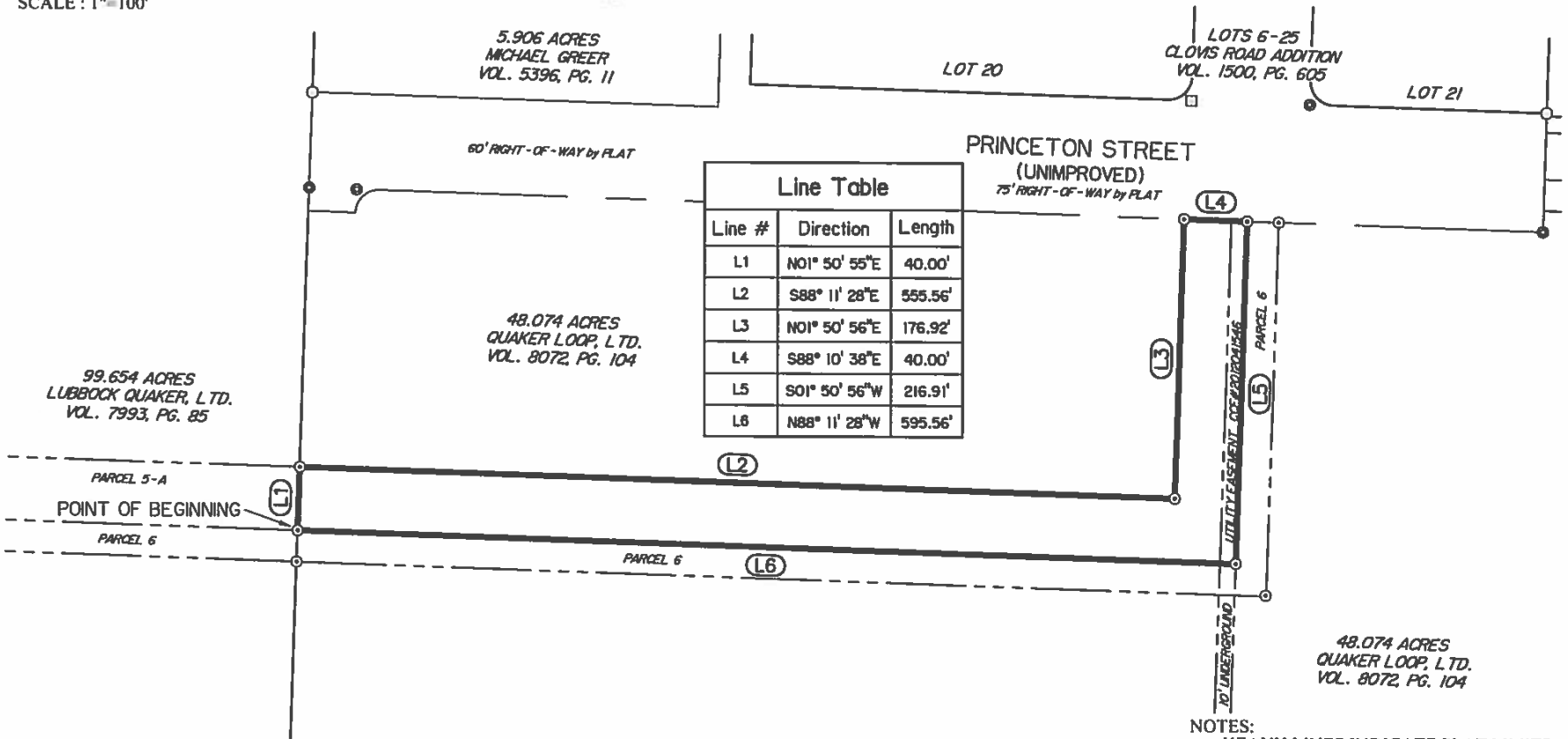
Exhibit B
Legal Description of the Temporary Easement

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 6-A - Temporary Easement
PERIMETER SURVEY OF A 0.709 ACRE TRACT LOCATED IN
SECTION 18, BLOCK A
LUBBOCK COUNTY, TEXAS

SCALE : 1"=100'



Line Table		
Line #	Direction	Length
L1	N01° 50' 55"E	40.00'
L2	S88° 11' 28"E	555.56'
L3	N01° 50' 56"E	176.92'
L4	S88° 10' 38"E	40.00'
L5	S01° 50' 56"W	216.91'
L6	N88° 11' 28"W	595.56'

Bearings are relative to the Texas Coordinate System of 1983,
North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002452

Surveyed on the ground.
March 11, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
● - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 5/8" IRON ROD
□ - FOUND 1/2" SQUARE METAL TUBE

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 6-A - Temporary Easement
PERIMETER SURVEY OF A 0.709 ACRE TRACT LOCATED IN

SECTION 18, BLOCK A

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.709 acre parcel located in Section 18, Block A, Lubbock County, Texas, being a portion of 48.074 acre tract described in Volume 8072, Page 104, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the West line of said 48.074 acre tract and in the East line of a 99.645 acre tract described in Volume 7993, Page 85, Official Public Records, Lubbock County, Texas, which bears S. 01°41'40" W. a distance of 1878.53 feet and S. 88°18'20" E. a distance of 1279.13 feet from an 'X' cut in concrete found at the Northwest corner of Section 18, Block A, for the Southwest corner of this parcel;

THENCE N. 01°50'55" E. along the common line of said 48.074 acre tract and said 99.645 acre tract a distance of 40.00 feet to a 1/2" iron rod with cap set for the most Westerly Northwest corner of this parcel;

THENCE S. 88°11'28" W. a distance of 555.56 feet to a 1/2" iron rod with cap set, for an 'ell' corner of this parcel;

THENCE N. 01°50'56" E. a distance of 176.92 feet to a 1/2" iron rod with cap set in the South line of Princeton Street, a 75.00 foot Right-of-Way according to the map, plat and/or dedication deed recorded in Volume 1500, Page 605, Deed Records, Lubbock County, Texas, for the most Northerly Northwest corner of this parcel;

THENCE S. 88°10'38" E. along the South line of said Princeton Street, at 30.00 feet pass the Northwest corner of a 10.00 foot underground utility easement described in County Clerk File Number 2012041546, Official Public Records, Lubbock County, Texas, continuing for a total distance of 40.00 feet to a 1/2" iron rod with cap set at the Northeast corner of said 10.00 foot underground utility easement, for the Northeast corner of this parcel;

THENCE S. 01°50'56" W. along the East line of said 10.00 foot underground utility easement, a distance of 216.91 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE N. 88°11'28" W. at 10.00 feet pass the West line of said 10.00 foot underground utility easement, continuing for a total distance of 595.56 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
March 11, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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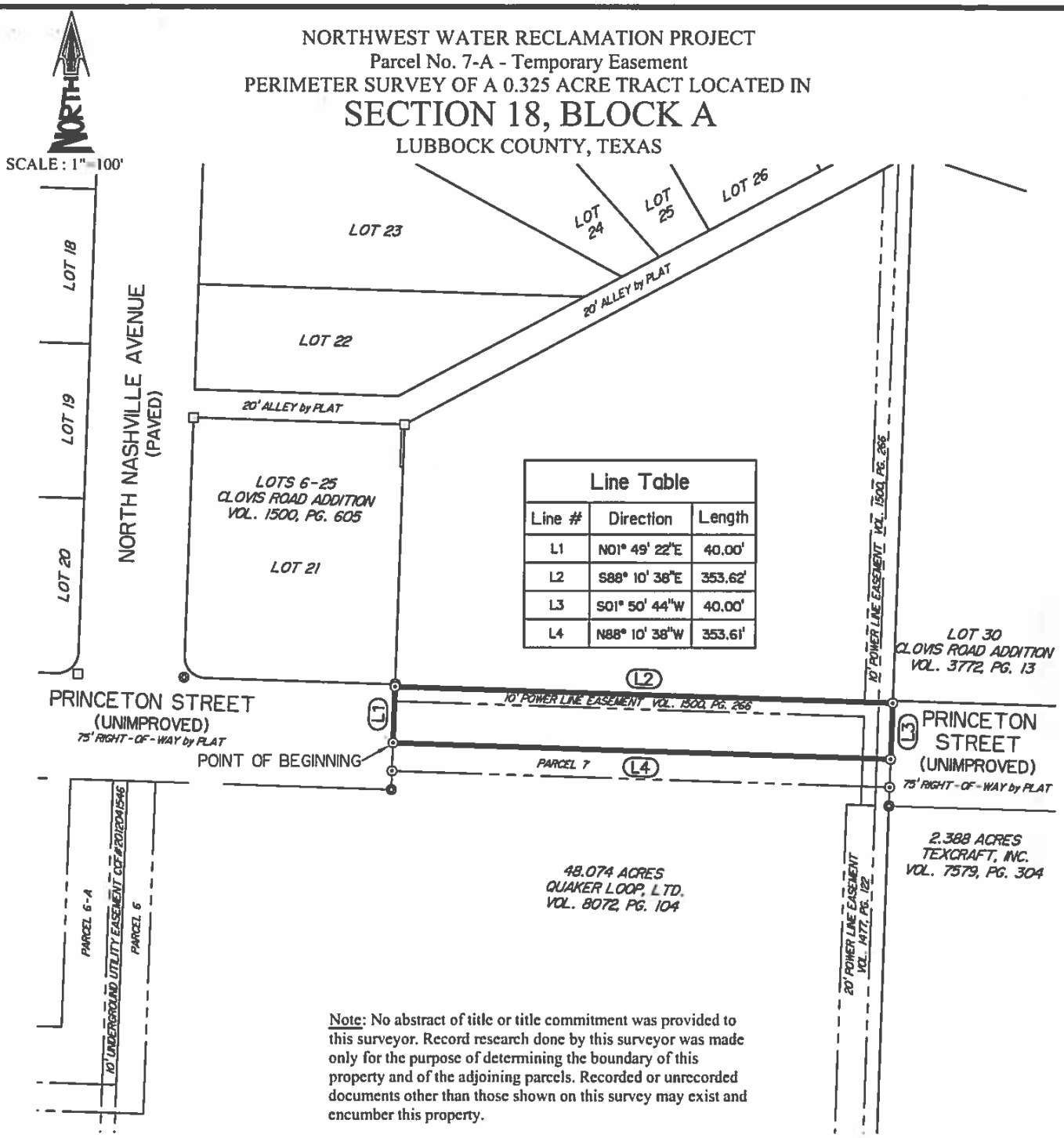
NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 7-A - Temporary Easement
PERIMETER SURVEY OF A 0.325 ACRE TRACT LOCATED IN

SECTION 18, BLOCK A

LUBBOCK COUNTY, TEXAS



Line Table		
Line #	Direction	Length
L1	N01° 49' 22"E	40.00'
L2	S88° 10' 38"E	353.62'
L3	S01° 50' 44"W	40.00'
L4	N88° 10' 38"W	353.61'

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002452

Surveyed on the ground.
March 11, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
◉ - FOUND 1/2" IRON ROD WITH CAP
○ - FOUND 5/8" IRON ROD
□ - FOUND 1/2" SQUARE METAL TUBE

A legal description of even survey date herewith accompanies this plat of survey.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 7-A - Temporary Easement
PERIMETER SURVEY OF A 0.325 ACRE TRACT LOCATED IN

SECTION 18, BLOCK A

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.325 acre parcel located in Section 18, Block A, Lubbock County, Texas, being a portion of 48.074 acre tract described in Volume 8072, Page 104, Official Public Records, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the East line of Princeton Street, a 75.00 foot Right-of-Way according to the map, plat and/or dedication deed thereof recorded in Volume 1500, Page 605, Deed Records, Lubbock County, Texas, and in the West line of said 48.074 acre tract, which bears N. 01°49'22" E. a distance of 33.32 feet from a 1/2" iron rod with cap found at the Southeast corner of said Princeton Street, and also bears S. 01°41'40" W. a distance of 1629.92 feet and S. 88°18'20" E. a distance of 2062.67 feet from an 'X' cut in concrete found at the Northwest corner of Section 18, Block A, for the most Westerly Northwest corner of this parcel;

THENCE N. 01°49'22" E. along the East line of said Princeton Street and the West line of said 48.074 acre tract, at 29.68 feet pass the most Westerly Southwest corner of a 10.00 foot power line easement described in Volume 1500, Page 266, Deed Records, Lubbock County, Texas, at 39.68 feet pass the most Westerly Northwest corner of said 10.00 foot power line easement, continuing for a total distance of 40.00 feet to a 1/2" iron rod with cap set, which bears S. 01°49'22" W. a distance of 1.68 feet from a 5/8" iron rod found at the Northeast corner of said Princeton Street, for the Northwest corner of this parcel;

THENCE S. 88°10'38" E. at 335.61 feet pass the West line of a 10.00 foot power line easement described in Volume 1500, Page 266, Deed Records, Lubbock County, Texas, at 345.61 feet pass the East line of said 10.00 foot power line easement, continuing for a total distance of 353.62 feet to a 1/2" iron rod with cap set in the East line of said 48.074 acre tract and in the West line of Princeton Street, a 75.00 foot Right-of-Way according to the map, plat and/or dedication deed thereof recorded in Volume 3772, Page 13, Deed Records, Lubbock County, Texas, which bears S. 01°50'44" W. a distance of 1.68 feet from the Northwest corner of said Princeton Street, for the Northeast corner of this parcel;

THENCE S. 01°50'44" W. along the East line of said 48.074 acre tract and along the West line of said Princeton Street, a distance of 40.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE N. 88°10'38" W. at 9.95 feet pass the East line of said 10.00 foot underground utility easement, at 19.95 feet pass the West line of said 10.00 foot underground utility easement, continuing for a total distance of 353.61 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
March 11, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
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1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
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City of Lubbock
Capital Project
Project Cost Detail
May 28, 2015

Capital Project Number:	92221
Capital Project Name:	Northwest Water Reclamation Plant

		Budget
Encumbered/Expended		
Feasibilty Study - APAI	$	1,603,816
Surveying for Land Acquisition - Hugo Reed		6,152
Bid Cost		14,127
BNSF Railroad		5,500
Appraisal		16,128
Flow metering		17,850
Staff time		70,529
Professional Services Contract for Final Design - APAI		8,841,689
Easement Acquisition		22,521
Land Acquisition		1,166,743
Construction Contract for NWWRP Potable Water Pipeline		1,245,847
Construction Contract for NWWRP, Eagle Contracting		53,685,000
Construction Phase Services Contract with Alan Plummer		4,293,311
Agenda Item May 28, 2015		
Jul-Lien Chou Ho Easement		712
Quaker Loop, Ltd Easement		42,032
Quaker Loop, Ltd Easement		34,040
Earl's Commercial Holdings, L.L.C. Easement		500
Mike Abbe Easement		500
Kyle and Amy Zahn Easement		500
Encumbered/Expended To Date		71,067,497
Estimated Cost for Remaining Appropriation		
Construction		4,732,503
Remaining Appropriation		4,732,503
Total Appropriation to Date	$	75,800,000

Project Name **Northwest Water Reclamation Plant** *Project Number* **92221**

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **New Facility**

Project Status **Approved**

Project Scope

Design and construction of a new Northwest Water Reclamation Plant. The reclamation plant will handle wastewater flow from Northwest Lubbock. The new plant will handle 5 million gallons of wastewater a day with the ability to expand to 15 million gallons. The new plant will produce stream quality effluent that may be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

Project Justification

The project includes the preliminary engineering, design, and construction of a proposed northwest water reclamation plant as recommended by the Sewer Collection System Master Plan.

Project History

$2.0 million was appropriated in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$3.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$18.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
Reduced by $700,000 in FY 2012-13 Budget Amendment No. 14, Ord. No. 2013-O0009, February 14, 2013.
$53.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	17,800,000	53,000,000	12,500,000	0	0	0	0	83,300,000
Design and Engineering	5,000,000	0	0	0	0	0	0	5,000,000
Total Project Appropriation	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
2005 Wastewater Revenue CO's	139,641	0	0	0	0	0	0	139,641
FY 2010 Wastewater Revenue CO's	1,860,359	0	0	0	0	0	0	1,860,359
FY 2011 Wastewater Revenue CO's	2,300,000	0	0	0	0	0	0	2,300,000
FY 2013 Wastewater Revenue CO's	18,500,000	0	0	0	0	0	0	18,500,000
FY 2015 Wastewater Revenue CO's	0	53,000,000	0	0	0	0	0	53,000,000
FY 2016 Wastewater Revenue CO's	0	0	12,500,000	0	0	0	0	12,500,000
Total Funding Sources	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

Regular City Council Meeting **6. 16.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Earl's Commercial Holdings, L.L.C., a Texas limited liability company, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 14, Block A, Lubbock County, Texas.

Item Summary

Over the past several decades, the City of Lubbock has experienced significant growth in the northwest region of the existing sewer collection system that resulted in insufficient conveyance and treatment capacity within the Northwest Sewer Shed. To alleviate the capacity problems and facilitate future growth in the area the 2009 Wastewater Master Plan recommended commissioning a new Northwest Water Reclamation Plant and associated conveyance systems. The City of Lubbock is acquiring right-of-way for construction of a large diameter sanitary sewer main, large diameter water main, and effluent main associated with the proposed Northwest Water Reclamation Plant located at North Slide Road and State Highway 84.

The purchase price is $500.00 plus closing cost with West Texas Title Company.

Fiscal Impact

$75,800,000 is appropriated in Capital Improvement Project No 92221, Northwest Water Reclamation Project, with $500 available for this purpose.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

Resolution - Earl's
Budget Detail
CIP Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 14, Block A, Lubbock, Lubbock County, Texas, for the Northwest Water Reclamation Project, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $500.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
E. Wood Franklin, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

RES.Easement-Parcel 30 4.22.15

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

GRANTOR, EARL'S COMMERCIAL HOLDINGS, L.L.C., A Texas limited liability Company, whose mailing address is 6202 100th Street, Lubbock, Texas 79424, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement together with the right to install, survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, roadways, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water, waste water and effluent through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may shall use and occupy the Easement for purposes incidental and/or related to the Permitted Uses, including but not limited to: (a) the right to perform all Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of unimpaired ingress and egress and regress, entry and access in, to, through, on, over, under and across said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for any and all purposes necessary and or incident to the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water/effluent transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water, waste water, and/or effluent regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Grantor and Grantee agree that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Lands and from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System. Notwithstanding anything contained herein to the contrary, although the Grantee may reconstruct any roadway crossed by Grantee in exercising its rights hereunder, Grantee assumes no maintenance for any road reconstructed as a result of Grantee's use of the Easement and Grantee expressly waives same, which waiver is acknowledged by Grantor.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement for the following:

A. detouring around natural impediments within the Easement; or

B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement 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 hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil") shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

24. *Nothing contained herein shall be construed as a waiver by the Grantee of immunity of any kind or type, including without limitation, waiver of immunity from liability and immunity from suit, and the Grantee shall retain all such immunities, except as may be otherwise waived pursuant to applicable laws of the United States or State of Texas.*

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 20th day of April, 2015 ("Effective Date").

GRANTOR: EARL'S COMMERCIAL HOLDINGS, LLC

David Earl Haralson, Managing Member

GRANTEE:

The City of Lubbock

By:_____

Name:_____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

_____
Wood Franklin, P.E.
Director of Public Works

APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on April 20th, 2015, by David Earl Haralson, Managing Member, on behalf of EARL'S COMMERCIAL HOLDINGS, LLC.

Notary Public, State of Texas
Anita Coming
Printed Name of Notary
My commission expires: 12/14/15

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2015, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

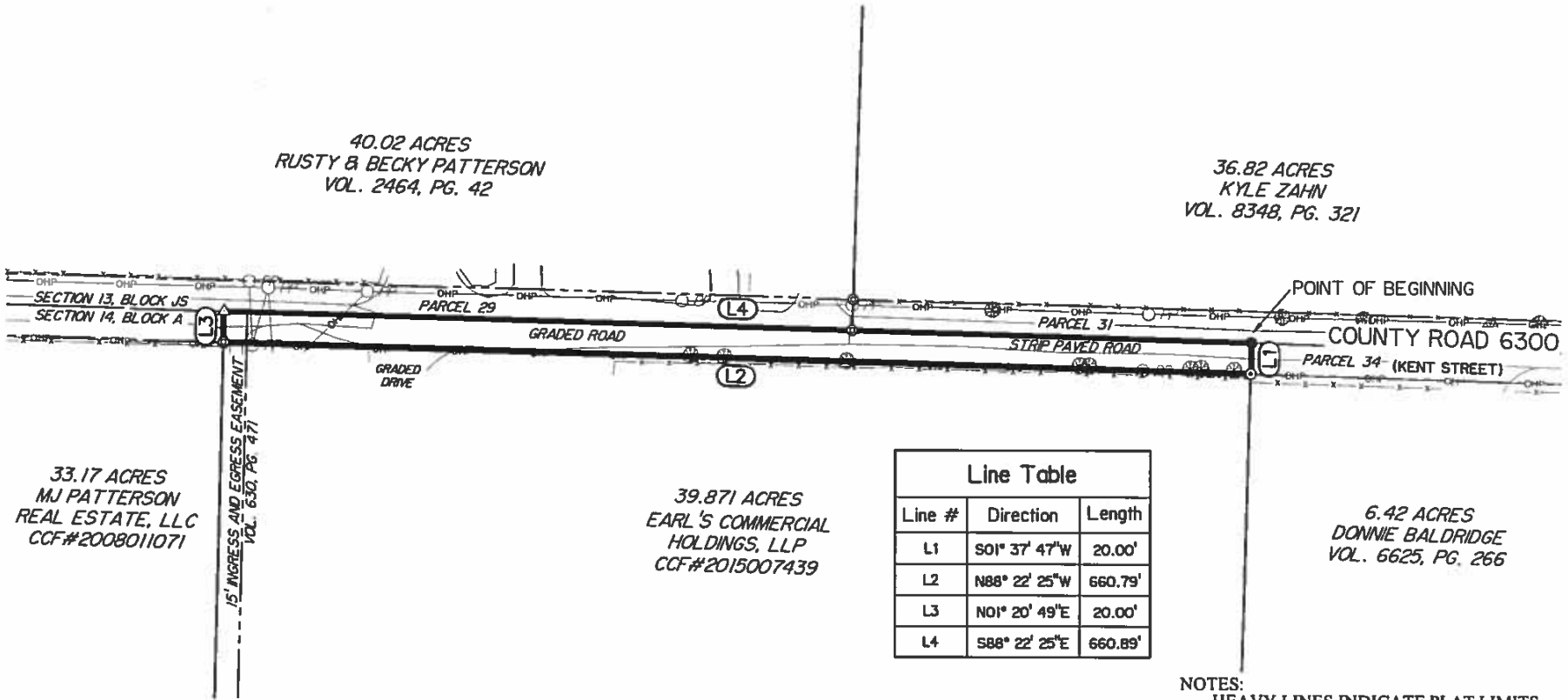
_____
Notary Public, State of _____

_____
Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 30 - Permanent Easement
PERIMETER SURVEY OF A 0.303 ACRE TRACT LOCATED IN
SECTION 14, BLOCK A
LUBBOCK COUNTY, TEXAS

SCALE : 1"=100'



Line Table		
Line #	Direction	Length
L1	S01° 37' 47"W	20.00'
L2	N88° 22' 25"W	660.79'
L3	N01° 20' 49"E	20.00'
L4	S88° 22' 25"E	660.89'

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
● - FOUND 1/2" IRON ROD WITH CAP
● - FOUND 5/8" IRON ROD WITH CAP
△ - FOUND RAILROAD SPIKE
A legal description of even survey date herewith accompanies this plat of survey.

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002452

Surveyed on the ground.
November 13, 2014
April 10, 2015; Revised ownership

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 30 - Permanent Easement
PERIMETER SURVEY OF A 0.303 ACRE TRACT LOCATED IN

SECTION 14, BLOCK A

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.303 acre parcel located in Section 14, Block A, Lubbock County, Texas, being the North 20.00 feet of a 39.871 acre tract described in County Clerk File Number (CCFN) 2015007439, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a 5/8" iron rod with cap found in the North line of said Section 14, Block A, and the South line of Section 13, Block JS, Lubbock County, Texas, and in the South line of a 36.82 acre tract described in Volume 8348, Page 321, OPRLCT, and at the Northwest corner of a 6.42 acre tract described in Volume 6625, Page 266, Real Property Records, Lubbock County, Texas (RPRLCT), and at the Northeast corner of said 38.86 acre tract which bears N. 88°22'25" W. a distance of 1789.55 feet from a 1/2" iron pipe found at the Northeast corner of said Section 14, Block A, for the Northeast corner of this parcel;

THENCE S. 01°37'47" W. along the common line of said 39.871 acre tract and said 6.42 acre tract a distance of 20.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this parcel;

THENCE N. 88°22'25" W. a distance of 660.79 feet to a 1/2" iron rod with cap found in the West line of said 39.871 acre tract and in the East line of a 33.17 acre tract described in CCFN 2008011071, OPRLCT, for the Southwest corner of this parcel;

THENCE N. 01°20'49" E. along the common line of said 39.871 acre tract and said 33.17 acre tract a distance of 20.00 feet to a rail road spike found in the common line of said Section 14, Block A, and said Section 13, Block JS, and in the South line of a 40.02 acre tract described in Volume 2464, Page 42, RPRLCT, and at the Northeast corner of said 33.17 acre tract and at the Northwest corner of said 38.86 acre tract, for the Northwest corner of this parcel;

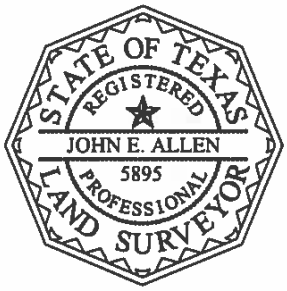
THENCE S. 88°22'25" E. along the common line of said Section 14, Block A, and said Section 13, Block JS, and along the South line of said 40.02 acre tract and along the North line of said 39.871 acre tract, at 404.50 feet pass a 1/2" iron rod with cap found at the Southeast corner of said 40.02 acre tract and at the Southwest corner of said 36.82 acre tract, continuing along said common Section line, and along the South line of said 36.82 acre tract and the North line of said 39.871 acre tract a total distance of 660.89 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
November 13, 2014
April 10, 2015; Revised ownership

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-780
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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City of Lubbock
Capital Project
Project Cost Detail
May 28, 2015

Capital Project Number:	92221
Capital Project Name:	Northwest Water Reclamation Plant

		Budget
Encumbered/Expended		
Feasibilty Study - APAI	$	1,603,816
Surveying for Land Acquisition - Hugo Reed		6,152
Bid Cost		14,127
BNSF Railroad		5,500
Appraisal		16,128
Flow metering		17,850
Staff time		70,529
Professional Services Contract for Final Design - APAI		8,841,689
Easement Acquisition		22,521
Land Acquisition		1,166,743
Construction Contract for NWWRP Potable Water Pipeline		1,245,847
Construction Contract for NWWRP, Eagle Contracting		53,685,000
Construction Phase Services Contract with Alan Plummer		4,293,311
Agenda Item May 28, 2015		
Jul-Lien Chou Ho Easement		712
Quaker Loop, Ltd Easement		42,032
Quaker Loop, Ltd Easement		34,040
Earl's Commercial Holdings, L.L.C. Easement		500
Mike Abbe Easement		500
Kyle and Amy Zahn Easement		500
Encumbered/Expended To Date		71,067,497
Estimated Cost for Remaining Appropriation		
Construction		4,732,503
Remaining Appropriation		4,732,503
Total Appropriation to Date	$	75,800,000

Project Name **Northwest Water Reclamation Plant** *Project Number* **92221**

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **New Facility**

Project Status **Approved**

Project Scope

Design and construction of a new Northwest Water Reclamation Plant. The reclamation plant will handle wastewater flow from Northwest Lubbock. The new plant will handle 5 million gallons of wastewater a day with the ability to expand to 15 million gallons. The new plant will produce stream quality effluent that may be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

Project Justification

The project includes the preliminary engineering, design, and construction of a proposed northwest water reclamation plant as recommended by the Sewer Collection System Master Plan.

Project History

$2.0 million was appropriated in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$3.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$18.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
Reduced by $700,000 in FY 2012-13 Budget Amendment No. 14, Ord. No. 2013-O0009, February 14, 2013.
$53.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	17,800,000	53,000,000	12,500,000	0	0	0	0	83,300,000
Design and Engineering	5,000,000	0	0	0	0	0	0	5,000,000
Total Project Appropriation	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
2005 Wastewater Revenue CO's	139,641	0	0	0	0	0	0	139,641
FY 2010 Wastewater Revenue CO's	1,860,359	0	0	0	0	0	0	1,860,359
FY 2011 Wastewater Revenue CO's	2,300,000	0	0	0	0	0	0	2,300,000
FY 2013 Wastewater Revenue CO's	18,500,000	0	0	0	0	0	0	18,500,000
FY 2015 Wastewater Revenue CO's	0	53,000,000	0	0	0	0	0	53,000,000
FY 2016 Wastewater Revenue CO's	0	0	12,500,000	0	0	0	0	12,500,000
Total Funding Sources	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

Regular City Council Meeting **6. 17.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Kyle M. Zahn and wife, Amy L. Zahn, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 13, Block JS, Lubbock County, Texas.

Item Summary

Over the past several decades, the City of Lubbock has experienced significant growth in the northwest region of the existing sewer collection system that resulted in insufficient conveyance and treatment capacity within the Northwest Sewer Shed. To alleviate the capacity problems and facilitate future growth in the area the 2009 Wastewater Master Plan recommended commissioning a new Northwest Water Reclamation Plant and associated conveyance systems. The City of Lubbock is acquiring right-of-way for construction of a large diameter sanitary sewer main, large diameter water main, and effluent main associated with the proposed Northwest Water Reclamation Plant located at North Slide Road and State Highway 84.

The purchase price is $500.00 plus closing cost with West Texas Title Company.

Fiscal Impact

$75,800,000 is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Project, with $500 available for this purpose.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

Resolution - Easement - Kyle Zahn - Parcel 31 and 32

Budget Detail

CIP Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 13, Block JS, Lubbock, Lubbock County, Texas, for the Northwest Water Reclamation Project, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $500.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

RES.Easement-Parcels 31,32
5.13.15

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

GRANTOR, KYLE M. ZAHN and wife, AMY L. ZAHN, with street address of 181-A Pony Express Trail, Lubbock, Texas 79404-1901, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement together with the right to install, survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, roadways, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water, waste water and effluent through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for purposes incidental and/or related to the Permitted Uses, including but not limited to: (a) the right to perform all Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of unimpaired ingress and egress and regress, entry and access in, to, through, on, over, under and across said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for any and all purposes necessary and or incident to the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water/effluent transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water, waste water, and/or effluent regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Grantor and Grantee agree that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Lands and from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System. Notwithstanding anything contained herein to the contrary, although the Grantee may reconstruct any roadway crossed by Grantee in exercising its rights hereunder, Grantee assumes no maintenance for any road reconstructed as a result of Grantee's use of the Easement and Grantee expressly waives same, which waiver is acknowledged by Grantor.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement for the following:

A. detouring around natural impediments within the Easement; or

B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement 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 hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil") shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

24. *Nothing contained herein shall be construed as a waiver by the Grantee of immunity of any kind or type, including without limitation, waiver of immunity from liability and immunity from suit, and the Grantee shall retain all such immunities, except as may be otherwise waived pursuant to applicable laws of the United States or State of Texas.*

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 8th day of May, 2015 ("Effective Date").

GRANTOR:

KYLE M. ZAHN

AMY L. ZAHN

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

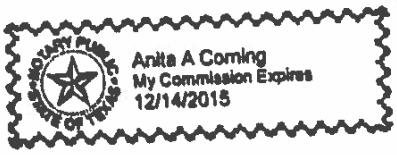
_____

APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on May 8, 2015, by Kyle M. Zahn and wife, Amy L. Zahn.



Notary Public, State of Texas
Anita A. Corning
Printed Name of Notary
My commission expires: 12/14/2015

STATE OF TEXAS §
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on _____, 2015, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____
Notary Public, State of _____

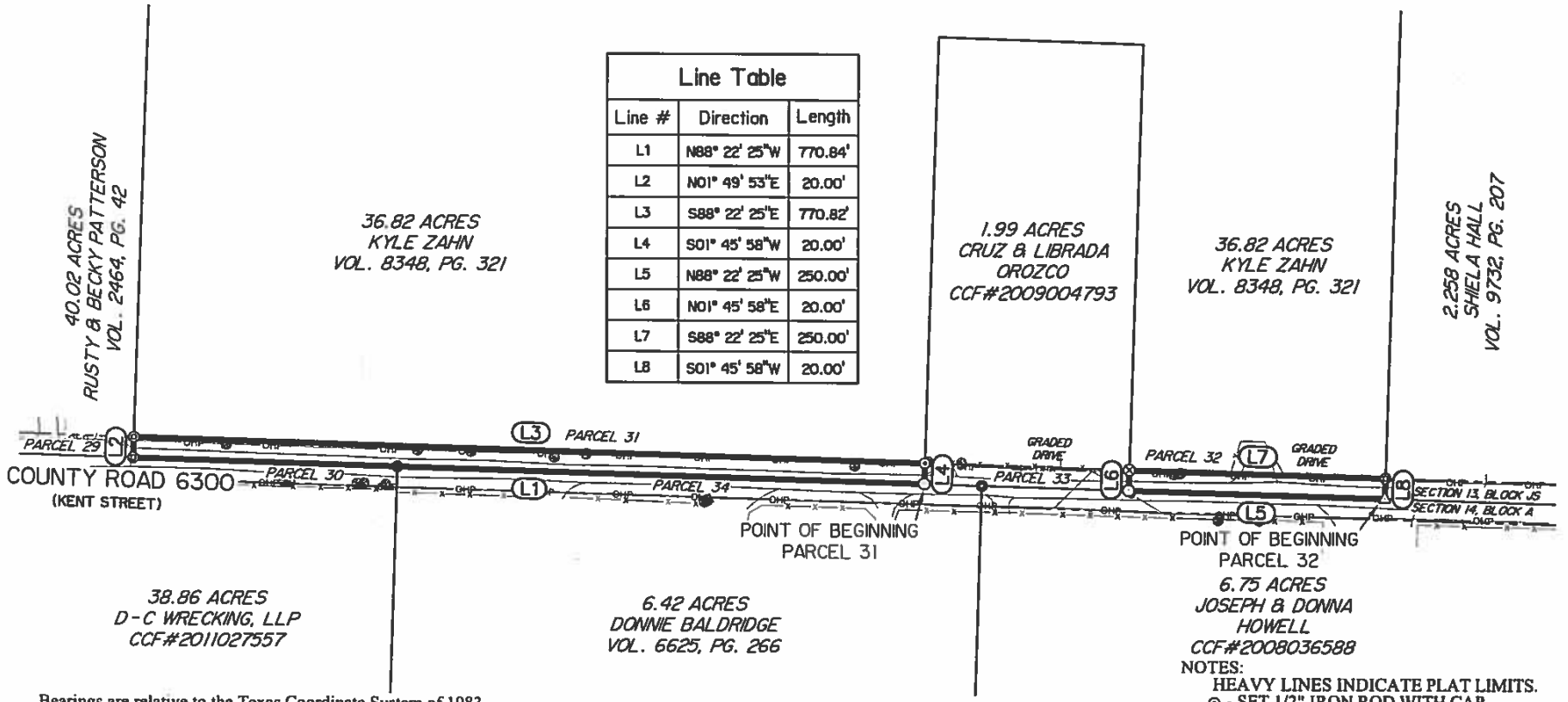
_____
Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 31 and 32 - Permanent Easements
PERIMETER SURVEY OF A 0.354 ACRE TRACT and
A 0.115 ACRE TRACT LOCATED IN
SECTION 13, BLOCK JS
LUBBOCK COUNTY, TEXAS

SCALE : 1"=150'

Line Table		
Line #	Direction	Length
L1	N88° 22' 25"W	770.84'
L2	N01° 49' 53"E	20.00'
L3	S88° 22' 25"E	770.82'
L4	S01° 45' 58"W	20.00'
L5	N88° 22' 25"W	250.00'
L6	N01° 45' 58"E	20.00'
L7	S88° 22' 25"E	250.00'
L8	S01° 45' 58"W	20.00'



NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
⊗ - SET MAG NAIL WITH CAP
● - FOUND 1/2" IRON ROD WITH CAP
● - FOUND 5/8" IRON ROD WITH CAP
○ - FOUND MAG NAIL
△ - FOUND RAIL ROAD SPIKE
A legal description of even survey date herewith accompanies this plat of survey.

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002452

Surveyed on the ground.
November 14, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 31 - Permanent Easement
PERIMETER SURVEY OF A 0.354 ACRE TRACT LOCATED IN

SECTION 13, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.354 acre parcel located in Section 13, Block JS, Lubbock County, Texas, being the South 20.00 feet of the West 770.84 feet of a 36.82 acre tract described in Volume 8348, Page 321, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a mag nail found in the South line of said Section 13, Block JS, and in the North line of Section 14, Block A, Lubbock County, Texas, and in the North line of a 6.42 acre tract described in Volume 6625, Page 266, Real Property Records, Lubbock County, Texas (RPRLCT), and in the South line of said 36.82 acre tract and at the Southwest corner of a 1.99 acre tract described in County Clerk File Number (CCFN) 2009004793, OPRLCT, which bears N. 88°22'25" W. a distance of 1275.10 feet from a 1/2" iron pipe found at the Southeast corner of said Section 13, Block JS, for the Southeast corner of this parcel;

THENCE N. 88°22'25" W. along the common line of said Section 13, Block JS, and said Section 14, Block A, and along the South line of said 36.82 acre tract, and along the North line of said 6.42 acre tract, at 514.45 feet pass a 5/8" iron rod with cap found found at the Northwest corner of said 6.42 acre tract and at the Northeast corner of a 38.86 acre tract described in CCFN 2011027557, OPRLCT, continuing along said common Section line, and along the South line of said 36.82 acre tract, and along the North line of said 38.86 acre tract, for total distance of 770.84 feet to a 1/2" iron rod with cap found at the Southeast corner of a 40.02 acre tract described in Volume 2464, Page 42, RPRLCT, and at the Southwest corner of said 36.82 acre tract, for the Southwest corner of this parcel;

THENCE N. 01°49'53" E. along the common line of said 40.02 acre tract and said 36.82 acre tract a distance of 20.00 feet to a 1/2" iron rod with cap found for the Northwest corner of this parcel;

THENCE S. 88°22'25" E. a distance of 770.82 feet to a 1/2" iron rod with cap set in the West line of said 1.99 acre tract, for the Northeast corner of this parcel;

THENCE S. 01°45'58" W. along the West line of said 1.99 acre tract a distance of 20.00 feet to the Point of Beginning.

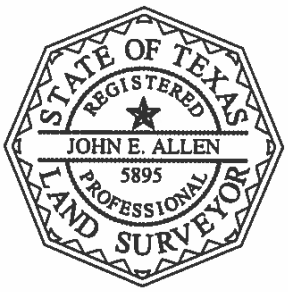
Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
November 14, 2014

John E. Allen

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 32 - Permanent Easement
PERIMETER SURVEY OF A 0.115 ACRE TRACT LOCATED IN

SECTION 13, BLOCK JS

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.115 acre parcel located in Section 13, Block JS, Lubbock County, Texas, being the South 20.00 feet of the East 250.00 feet of a 36.82 acre tract described in Volume 8348, Page 321, Official Public Records, Lubbock County, Texas (OPRLCT), being further described as follows:

BEGINNING at a rail road spike found in the South line of said Section 13, Block JS, and in the North line of Section 14, Block A, Lubbock County, Texas, and in the North line of a 6.75 acre tract described in County Clerk File Number (CCFN) 2008036588, OPRLCT, and at the Southeast corner of said 36.82 acre tract, and at the Southwest corner of a 2.258 acre tract described in Volume 9732, Page 207, OPRLCT, which bears N. 88°22'25" W. a distance of 825.10 feet from a 1/2" iron pipe found at the Southeast corner of said Section 13, Block JS, for the Southeast corner of this parcel;

THENCE N. 88°22'25" W. along the common line of said Section 13, Block JS, and said Section 14, Block A, and along the North line of said 6.75 acre tract and along the South line of said 36.82 acre tract a distance of 250.00 feet to a mag nail found at the Southeast corner of a 1.99 acre tract described in CCFN 2009004793, OPRLCT, for the Southwest corner of this parcel;

THENCE N. 01°45'58" E. along the East line of said 1.99 acre tract a distance of 20.00 feet to a mag nail with cap set for the Northwest corner of this parcel;

THENCE S. 88°22'25" E. a distance of 250.00 feet to a 1/2" iron rod with cap found in the East line of said 36.82 acre tract and in the West line of said 2.258 acre tract, for the Northeast corner of this parcel;

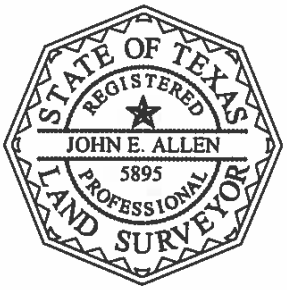
THENCE S. 01°45'58" W. along the common line of said 2.258 acre tract and said 36.82 acre tract a distance of 20.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
November 14, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

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City of Lubbock
Capital Project
Project Cost Detail
May 28, 2015

Capital Project Number:	92221
Capital Project Name:	Northwest Water Reclamation Plant

		Budget
Encumbered/Expended		
Feasibilty Study - APAI	$	1,603,816
Surveying for Land Acquisition - Hugo Reed		6,152
Bid Cost		14,127
BNSF Railroad		5,500
Appraisal		16,128
Flow metering		17,850
Staff time		70,529
Professional Services Contract for Final Design - APAI		8,841,689
Easement Acquisition		22,521
Land Acquisition		1,166,743
Construction Contract for NWWRP Potable Water Pipeline		1,245,847
Construction Contract for NWWRP, Eagle Contracting		53,685,000
Construction Phase Services Contract with Alan Plummer		4,293,311
Agenda Item May 28, 2015		
Jul-Lien Chou Ho Easement		712
Quaker Loop, Ltd Easement		42,032
Quaker Loop, Ltd Easement		34,040
Earl's Commercial Holdings, L.L.C. Easement		500
Mike Abbe		500
Kyle and Amy Zahn Easement		500
Encumbered/Expended To Date		71,067,497
Estimated Cost for Remaining Appropriation		
Construction		4,732,503
Remaining Appropriation		4,732,503
Total Appropriation to Date	$	75,800,000

Project Name **Northwest Water Reclamation Plant** *Project Number* **92221**

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **New Facility**

Project Status **Approved**

Project Scope

Design and construction of a new Northwest Water Reclamation Plant. The reclamation plant will handle wastewater flow from Northwest Lubbock. The new plant will handle 5 million gallons of wastewater a day with the ability to expand to 15 million gallons. The new plant will produce stream quality effluent that may be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

Project Justification

The project includes the preliminary engineering, design, and construction of a proposed northwest water reclamation plant as recommended by the Sewer Collection System Master Plan.

Project History

$2.0 million was appropriated in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$3.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$18.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
Reduced by $700,000 in FY 2012-13 Budget Amendment No. 14, Ord. No. 2013-O0009, February 14, 2013.
$53.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	17,800,000	53,000,000	12,500,000	0	0	0	0	83,300,000
Design and Engineering	5,000,000	0	0	0	0	0	0	5,000,000
Total Project Appropriation	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
2005 Wastewater Revenue CO's	139,641	0	0	0	0	0	0	139,641
FY 2010 Wastewater Revenue CO's	1,860,359	0	0	0	0	0	0	1,860,359
FY 2011 Wastewater Revenue CO's	2,300,000	0	0	0	0	0	0	2,300,000
FY 2013 Wastewater Revenue CO's	18,500,000	0	0	0	0	0	0	18,500,000
FY 2015 Wastewater Revenue CO's	0	53,000,000	0	0	0	0	0	53,000,000
FY 2016 Wastewater Revenue CO's	0	0	12,500,000	0	0	0	0	12,500,000
Total Funding Sources	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

Regular City Council Meeting **6. 18.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the City Council to accept on behalf of the City of Lubbock an easement from Mike Abbe, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 14, Block A, Lubbock County, Texas.

Item Summary

Over the past several decades, the City of Lubbock has experienced significant growth in the northwest region of the existing sewer collection system that resulted in insufficient conveyance and treatment capacity within the Northwest Sewer Shed. To alleviate the capacity problems and facilitate future growth in the area the 2009 Wastewater Master Plan recommended commissioning a new Northwest Water Reclamation Plant and associated conveyance systems. The City of Lubbock is acquiring right-of-way for construction of a large diameter sanitary sewer main, large diameter water main, and effluent main associated with the proposed Northwest Water Reclamation Plant located at North Slide Road and State Highway 84.

The purchase price is $500.00 plus closing cost with West Texas Title Company.

Fiscal Impact

$75,800,000 is appropriated in Capital Improvement Project 92221, Northwest Water Reclamation Project, with $500 available for this purpose.

Staff/Board Recommending

L. Wood Franklin, P.E., Director of Public Works

Attachments

Resolution - Easement - Mike Abbe - Parcel 24

Budget Detail

CIP Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the City Council hereby accepts on behalf of the City of Lubbock an Easement as described on Exhibit "A" attached hereto and incorporated herein by reference, located in Section 14, Block A, Lubbock, Lubbock County, Texas, for the Northwest Water Reclamation Project, and related documents. Said Easement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

THAT the consideration for the Easement shall be $500.00 and that closing costs shall also be paid in connection with the purchase of the property, said payments approved herein.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
L. Wood Franklin, P.E., Director of Public Works

_____
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

_____
Chad Weaver, City Attorney

RES.Easement-Parcel 24
5.13.15

EASEMENT

STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF LUBBOCK §

GRANTOR, MIKE ABBE, a single man, with street address of 4923 CR 6300, Lubbock, Texas 79415, for a valuable consideration, to it paid by The City of Lubbock, Texas (the "Grantee") with offices at 1625 13th Street, Lubbock, Texas 79401, the receipt and sufficiency of which are hereby acknowledged, has granted and does by these presents grant unto Grantee the following described perpetual exclusive easement, servitude and right-of-way, as described herein (hereinafter called the "Easement") through, over, under, upon, across and within the lands, described in Exhibit A (hereinafter called the "Lands" or "Easement Lands") situated in Lubbock County, Texas.

Pipelines and Equipment

Grantor hereby grants to Grantee a perpetual exclusive Easement together with the right to install, survey, construct, reconstruct, install, operate, inspect, maintain, alter, relocate, replace, repair, and remove (hereinafter called "Permitted Uses") pipelines, conduits, drain (blow-off) valves, valve boxes, meters, meter boxes, vents, manholes, manhole covers, corrosion monitoring test stations, pipeline markers, fence gates, impressed current deep well anode stations with power supplies, flow meters, system communication lines and splice boxes, roadways, and all other equipment and facilities related thereto, or any part thereof (hereinafter collectively called the "Pipeline System"), for and/or related to the transportation of water, waste water and effluent through, under, upon, over, across and within the Lands. Such perpetual exclusive Easement shall be as described herein and on Exhibit A attached hereto and incorporated herein, and hereby made a part hereof by reference to describe the Easement and the Lands.

For Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, this Easement is specifically made by Grantor and accepted by Grantee subject to the following terms, covenants, obligations and conditions:

1. Grantee may use and occupy the Easement for purposes incidental and/or related to the Permitted Uses, including but not limited to: (a) the right to perform all Permitted Uses related to the Pipeline System; (b) the right (for men, material, and equipment) of unimpaired ingress and egress and regress, entry and access in, to, through, on, over, under and across said Easement granted herein, with the right to ingress and egress and regress to and from and access on and along said Easement, for any and all purposes necessary and or incident to the Permitted Uses; and (c) the right to locate the Pipeline System through, over, under, upon, across and within the Easement for the purpose of water/waste water/effluent transportation.

2. Grantee covenants and agrees that its use of the Easement and its operations conducted thereon shall, to the best of Grantee's ability, at all times comply with all applicable local, state and federal laws, orders, rules, regulations, standards, licensing, permitting and other legal requirements including, without limitation, all environmental laws, orders, rules, regulations, standards, licensing and permitting (the "Legal Requirements"). Grantee agrees to construct the Pipeline System in a prudent manner and with due care for Grantor's property, business and operations. In the event it is discovered that Grantee is in violation of any portion of the Legal Requirements, Grantee agrees to commence, upon receipt of written notice of such violation, the process of curing such violation so that Grantee will be in compliance with this subparagraph.

3. The Easement granted herein shall be for the transportation of water, waste water, and/or effluent regardless of source, and shall continue in full force and effect unless Grantee should abandon the Pipeline System as identified herein. The rights granted to Grantee herein may be abandoned solely by a formal resolution of its governing body that authorizes the abandonment of the Pipeline System. Any such abandonment will not be effective until it is evidenced by notice in writing, signed by the Grantee's official representative, and filed of record in the county where the Lands are located.

4. The Easement Term is hereby defined as the period of time beginning with the granting of the Easement and continuing until such time that the Easement is abandoned by Grantee.

5. Grantor and Grantee agree that during Permitted Uses related to the Pipeline System, any and all trees, dirt, raw materials, timber, spoil piles, excess dirt, wood, bushes, shrubs and brush, and other debris materials resulting from site preparation cleared from the Easement shall, be removed by Grantee from Lands and from Grantor's property.

6. Grantee shall keep the Easement in good order, condition and repair following any work related to Permitted Uses on the Pipeline System. Notwithstanding anything contained herein to the contrary, although the Grantee may reconstruct any roadway crossed by Grantee in exercising its rights hereunder, Grantee assumes no maintenance for any road reconstructed as a result of Grantee's use of the Easement and Grantee expressly waives same, which waiver is acknowledged by Grantor.

7. Grantee shall be responsible for obtaining all permits necessary to construct and operate the Pipeline System on the Easement. Without limiting the foregoing, and to the extent required, Grantee will secure and maintain any and all environmental permits required by the Texas Commission on Environmental Quality covering the Easement.

8. During construction of the Pipeline System, Grantee shall provide reasonable access to Grantor's property. Within the Easement, Grantee shall have the right to cut fences and install gates to enable Permitted Uses for the Pipeline System.

9. This grant of Easement shall not preclude the right of Grantor to cultivate, use, and enjoy the Lands for any purposes which will not constitute an interference with the Easement, rights and privileges herein granted to Grantee, or endanger any of Grantee's property at the sole discretion of the Grantee.

10. Grantee shall exercise due care and diligence in the use of the rights and privileges herein granted to it. In case of abandonment of said Easement as provided in 3 above, the title and interest herein granted shall end, cease, and terminate, and title to the Easement, pipeline, equipment and facilities shall revert to the then owner of the Lands.

11. Grantor warrants and represents that the title to the Lands described herein are vested in the Grantor, free and clear of any liens and/or encumbrances. Grantor shall provide to Grantee an executed release from any lien holder, tenant, lessee, or other party having an interest in the Lands.

12. Grantor shall procure and have recorded without cost to Grantee all assurances of title and affidavits which the Grantor may be advised by Grantee are necessary and proper to show in Grantor title sufficient to grant the above easement free and clear of encumbrances other than those encumbrances expressly defined herein. Abstracts or certificates of title or title insurance may be procured by the Grantee at its expense. The expense of recording this Easement shall be borne by Grantor. Grantee agrees to cooperate and aid Grantor, if necessary, to obtain any curative documents needed.

13. Grantee shall have the right to use Grantor's property located immediately adjacent to the Easement for the following:

A. detouring around natural impediments within the Easement; or

B. the construction, maintenance, repair and removal of the Pipeline System within the Easement.

14. "Grantee" when used in this instrument, shall include The City of Lubbock's officers, agents, servants, employees, representatives, contractors, independent contractors, subcontractors, and/or their equipment or vehicles.

15. Words of any gender used in this agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, and vice versa, unless the context requires otherwise.

16. It is understood and agreed that this Easement is not a conveyance of the fee estate for any of the Lands covered hereunder, but is only an easement through, over, under, upon, across and within the Lands.

17. The provisions of this Easement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

18. This Easement contains the final and complete expression of the parties with respect to any matter mentioned herein. No prior agreement or understanding pertaining to any such matter shall be effective. This Easement may be modified in writing only, signed by the parties in interest at the time of the modification.

19. In case any one or more of the provisions contained in this Easement 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 hereof, and this Easement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

20. Any notices or demands provided to be given herein by the parties shall be in writing and mailed by certified or registered mail to the other party at the address set forth above. Any notice or demand shall be deemed to have been received the earlier of five (5) days after the date of mailing or the date of actual delivery as shown by the addressee's certification or registry receipt.

21. Neither party shall be liable to the other party or any of such party's affiliates in any action or claim, including without any limitation, any action or claim for loss of profit, loss of product, loss of use, or for indirect, consequential, punitive, exemplary, special or other similar types of damages, regardless of how caused and regardless of the underlying theory of recovery, and even if caused by the sole or concurrent negligence of the responsible party.

A. To the extent that Grantor owns any portion of any mineral estate, leasehold estate and/or royalty interest of any kind or character under the Lands defined herein, Grantor surrenders and releases its surface drilling rights and all other rights of surface use of the Easement and Lands incident to the production of oil, gas, hydrocarbons, minerals, wind energy, and water production subject to the following exception and limitation:

i) Grantor reserves and excepts from this release and retains for itself, its successors and its successors-in-interest, all rights to explore for, to drill and produce oil, gas and other hydrocarbons underlying or situated beneath the Easement and Lands by any means whatsoever, including wells directionally drilled from surface location on nearby lands so long as no surface operations are performed on the Easement and so long as such operations will not interfere with or endanger the operations or integrity of the Pipeline System and Permitted Uses.

ii) Grantor shall include the surface use restrictions and covenants provided herein in any subsequent lease or conveyance of the oil, gas and/or mineral estate, wind rights or interests and water rights or interests.

22. Grantee shall have the right to approve the location and means of future third-party pipelines which will cross Grantee's pipeline system and come within the Easement. Grantee will not withhold reasonable crossing requests, but will act in a manner to protect the Grantee's Pipeline System and Grantee's Easement.

23. Unless determined by an outside engineer to be impractical due to the existence of rock or material elevation change, all ditching shall be in accordance with the "double ditch" method whereby the top twelve inches (12") of soil (the "Top Soil") shall be removed from the Pipeline System trench (the "Trench") and stored in a pile that is segregated from all other material and debris, and the remaining soil (the "Bottom Soil") shall be removed from the Trench and stored in a pile that is segregated from the Top Soil. When the Trench is refilled after the Pipeline System has been laid and the Pipeline Equipment installed, the Bottom Soil shall be placed in the trench first leaving room to fill the uppermost twelve inches (12") of the Trench to be filled with Top Soil. Top Soil shall be used to fill the remainder of the Trench. Any Bottom Soil remaining after filling the Trench shall be removed from the Easement and disposed of off of the property of Grantor. As stated above, single ditching shall be allowed in all areas where "double ditching" is impractical (as determined by an outside engineer) due to the existence of rock or material elevation change.

24. *Nothing contained herein shall be construed as a waiver by the Grantee of immunity of any kind or type, including without limitation, waiver of immunity from liability and immunity from suit, and the Grantee shall retain all such immunities, except as may be otherwise waived pursuant to applicable laws of the United States or State of Texas.*

TO HAVE AND TO HOLD said Easement unto Grantee, its successors and assigns for so long as the same shall be used for the purposes aforesaid subject to the terms and conditions hereof.

[*Signatures of the Parties on Next Page*]

EXECUTED this 9th day of May, 2015 ("Effective Date").

GRANTOR:

MIKE ABBE

GRANTEE:

The City of Lubbock

By: _____

Name: _____

Title: _____

ATTEST:

_____
Rebecca Garza, City Secretary

[Acknowledgements *of the Parties on Next Page]*

APPROVED AS TO CONTENT:

_____

APPROVED AS TO FORM:

_____
Ryan J. Bigbee, Attorney

STATE OF TEXAS §
§
COUNTY OF LUBBOCK §

This instrument was acknowledged before me on May 9, 2015, by Mike Abbe.

Notary Public, State of Texas
Anita A. Corning
Printed Name of Notary
My commission expires: 12/14/15

STATE OF TEXAS §
COUNTY OF LUBBOCK §

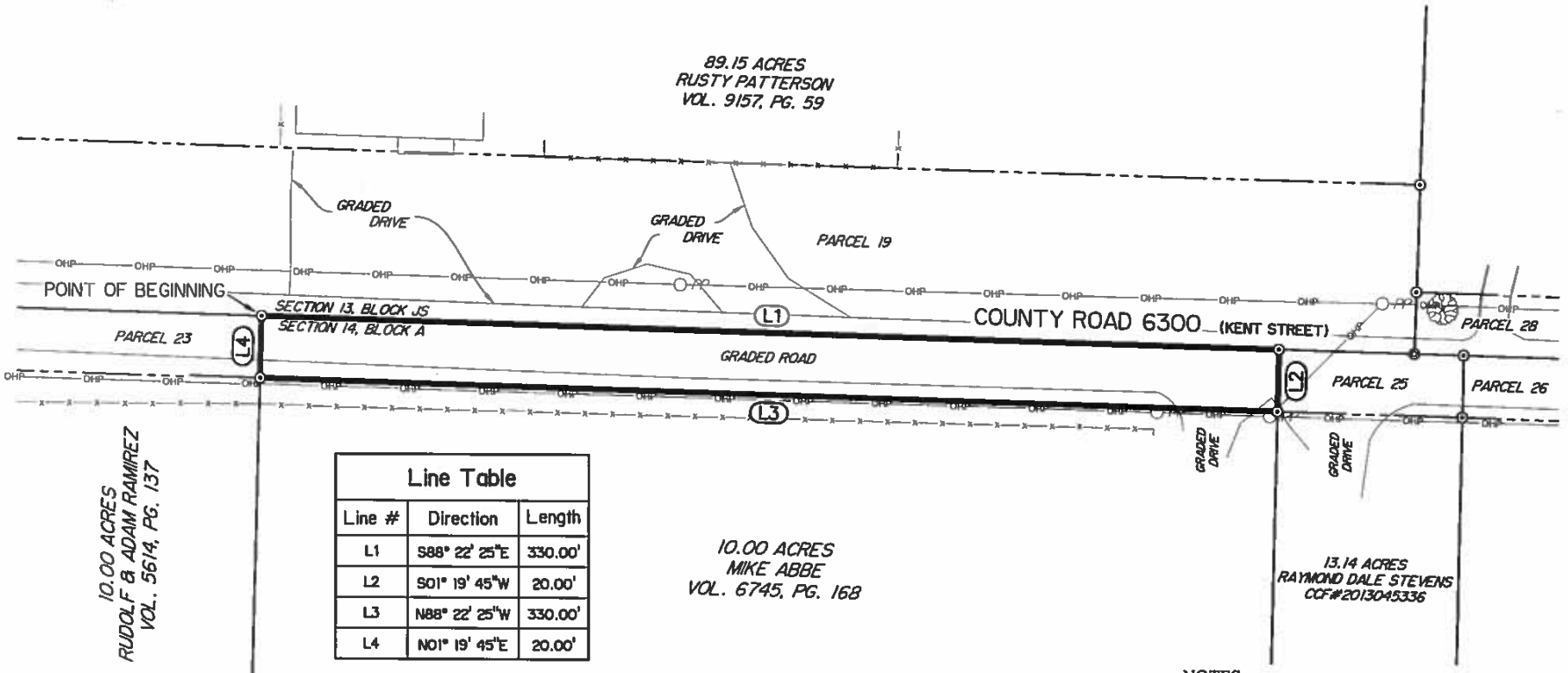
This instrument was acknowledged before me on _____, 2015, by GLEN ROBERTSON on behalf of the City of Lubbock, a Texas Home Rule Corporation on behalf of said Texas Home Rule Corporation.

_____
Notary Public, State of _____
_____
Printed Name of Notary
My commission expires: _____

Exhibit A
Legal Description of the Perpetual Exclusive Easement

NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 24 - Permanent Easement
PERIMETER SURVEY OF A 0.152 ACRE TRACT LOCATED IN
SECTION 14, BLOCK A
LUBBOCK COUNTY, TEXAS

SCALE : 1"=50'



Line Table		
Line #	Direction	Length
L1	S88° 22' 25"E	330.00'
L2	S01° 19' 45"W	20.00'
L3	N88° 22' 25"W	330.00'
L4	N01° 19' 45"E	20.00'

Bearings are relative to the Texas Coordinate System of 1983, North Central Zone, NAD 83 (2011), Epoch 2010.0
Distances are surface, U.S. Survey feet.
Combined Scale Factor: 1.0002452

Surveyed on the ground.
November 12, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas

STATE OF TEXAS
REGISTERED
JOHN E. ALLEN
5895
PROFESSIONAL
LAND SURVEYOR

NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
⊙ - SET 1/2" IRON ROD WITH CAP
● - FOUND 1/2" IRON ROD WITH CAP

A legal description of even survey date herewith accompanies this plat of survey.

Note: No abstract of title or title commitment was provided to this surveyor. Record research done by this surveyor was made only for the purpose of determining the boundary of this property and of the adjoining parcels. Recorded or unrecorded documents other than those shown on this survey may exist and encumber this property. See documents filed in this office for boundary reconstruction details.

Sheet 1 of 2

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
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PHONE: 806 / 763-5842
FAX: 806 / 763-3891

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NORTHWEST WATER RECLAMATION PROJECT
Parcel No. 24 - Permanent Easement
PERIMETER SURVEY OF A 0.152 ACRE TRACT LOCATED IN

SECTION 14, BLOCK A

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 0.152 acre parcel located in Section 14, Block A, Lubbock County, Texas, being the North 20.00 feet of a 10.00 acre tract described in Volume 6745, Page 168, Real Property Records, Lubbock County, Texas (RPRLCT), being further described as follows:

BEGINNING at the 1/2" iron rod with cap set in the North line of said Section 14, Block A, and in the South line of Section 13, Block JS, Lubbock County, Texas, and in the South line of a 89.15 acre tract described in Volume 9157, Page 59, Official Public Records, Lubbock County, Texas (OPRLCT), and at the Northwest corner of said 10.00 acre tract, and at the Northeast corner of a 10.00 acre tract described in Volume 5614, Page 137, RPRLCT, which bears S. 88°22'25" E. a distance of 1560.58 feet from a 3/4" iron pipe found at the Northwest corner of said Section 14, Block A, for the Northwest corner of this parcel;

THENCE S. 88°22'25" E. along the North line of said Section 14, Block A, and along the South line of said Section 13, Block JS, and along the South line of said 89.15 acre tract and along the North line of said 10.00 acre tract a distance of 330.00 feet to a 1/2" iron rod with cap set at the Northwest corner of a 13.14 acre tract described in County Clerk File Number 2013045336, OPRLCT, and at the Northeast corner of said 10.00 acre tract, for the Northeast corner of this parcel;

THENCE S. 01°19'45" W. along the common line of said 13.14 acre tract and said 10.00 acre tract a distance of 20.00 feet to a 1/2" iron rod with cap set, for the Southeast corner of this parcel;

THENCE N. 88°22'25" W. a distance of 330.00 feet to a 1/2" iron rod with cap set in the West line of said 10.00 acre tract and in the East line of said 10.00 acre tract, for the Southwest corner of this parcel;

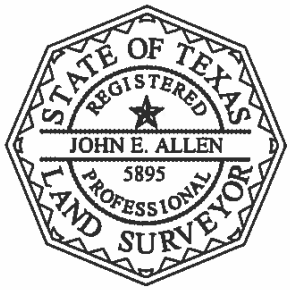
THENCE N. 01°19'45" E. along the common line of said 10.00 acre tracts a distance of 20.00 feet to the Point of Beginning.

Bearings relative to Grid North, NAD 83 (2011), Texas Coordinate System, North-Central Zone. Distances are Surface, U. S. Survey Feet. Combined Scale Factor: 1.0002452

A plat of even survey date herewith accompanies this legal description.

Surveyed on the ground
November 12, 2014

John E. Allen
Registered Professional
Land Surveyor No. 5895
State of Texas



HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
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City of Lubbock
Capital Project
Project Cost Detail
May 28, 2015

Capital Project Number:	92221
Capital Project Name:	Northwest Water Reclamation Plant

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Quaker Loop, Ltd Easement	34,040
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Mike Abbe Easement	500
Kyle and Amy Zahn Easement	500
Encumbered/Expended To Date	71,067,497
Estimated Cost for Remaining Appropriation	
Construction	4,732,503
Remaining Appropriation	4,732,503
Total Appropriation to Date	$ 75,800,000

Project Name **Northwest Water Reclamation Plant** *Project Number* **92221**

Managing Department **Public Works Engineering**

Project Manager **Wood Franklin**

Project Classification **New Facility**

Project Status **Approved**

Project Scope

Design and construction of a new Northwest Water Reclamation Plant. The reclamation plant will handle wastewater flow from Northwest Lubbock. The new plant will handle 5 million gallons of wastewater a day with the ability to expand to 15 million gallons. The new plant will produce stream quality effluent that may be discharged into the North Fork of the Double Mountain Fork of the Brazos River for potential reuse.

Project Justification

The project includes the preliminary engineering, design, and construction of a proposed northwest water reclamation plant as recommended by the Sewer Collection System Master Plan.

Project History

$2.0 million was appropriated in FY 2009-10 Budget Amendment No. 6, Ord. No. 2009-O0108, December 2, 2009.
$3.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
$18.5 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
Reduced by $700,000 in FY 2012-13 Budget Amendment No. 14, Ord. No. 2013-O0009, February 14, 2013.
$53.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	17,800,000	53,000,000	12,500,000	0	0	0	0	83,300,000
Design and Engineering	5,000,000	0	0	0	0	0	0	5,000,000
Total Project Appropriation	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
2005 Wastewater Revenue CO's	139,641	0	0	0	0	0	0	139,641
FY 2010 Wastewater Revenue CO's	1,860,359	0	0	0	0	0	0	1,860,359
FY 2011 Wastewater Revenue CO's	2,300,000	0	0	0	0	0	0	2,300,000
FY 2013 Wastewater Revenue CO's	18,500,000	0	0	0	0	0	0	18,500,000
FY 2015 Wastewater Revenue CO's	0	53,000,000	0	0	0	0	0	53,000,000
FY 2016 Wastewater Revenue CO's	0	0	12,500,000	0	0	0	0	12,500,000
Total Funding Sources	22,800,000	53,000,000	12,500,000	0	0	0	0	88,300,000

Regular City Council Meeting **6. 19.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute a resolution supporting modernization of the Passenger Facility Charge program as part of Federal Aviation Administration (FAA) Reauthorization legislation.

Item Summary

Congress must authorize the programs of the FAA prior to expiration of the current authorization on September 30, 2015. Reauthorization includes many programs that are important not only to the Lubbock Preston Smith International Airport (LBB) but the entire National Airspace System (NAS). Of particular concern are the Airport Improvement Program (AIP) and the Passenger Facility Charge (PFC) program.

The PFC is an airport user fee that is established locally to meet critical local airport needs. The current PFC cap of $4.50 has been in place since 2000. PFC revenue provides local funds to assist in the cost of airport improvement projects. Federal funding through the FAA is gradually declining and airports nationwide are relying more heavily on PFC revenue for capital funding.

The two national airport organizations representing a majority of airports across the United States, American Association of Airport Executives (AAAE) and Airports Council International-North American (ACI-NA) have requested a modernized PFC program that includes increasing the cap to $8.50 now and indexing it for inflation to restore the original purchasing power and insuring the safety and security of airports.

Fiscal Impact

None.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution - Federal Aviation Administration Reauthorization Legislation

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LUBBOCK, TEXAS, SUPPORTING MODERNIZATION OF THE LOCAL PASSENGER FACILITY CHARGE PROGRAM AS PART OF FEDERAL AVIATION ADMINISTRATION REAUTHORIZATION LEGISLATION BEFORE THE UNITED STATES CONGRESS.

WHEREAS, The Congress of the United States of America must reauthorize the programs of the Federal Aviation Administration (FAA) prior to expiration of their current Authorization on September 30, 2015; and

WHEREAS, Congress will consider changes to the local Passenger Facility Charge (PFC) program as part of Reauthorization legislation;

WHEREAS, Congress in 1990 recognized that existing sources of funding for airport development were insufficient to meet pressing local and national needs and authorized local airport authorities to impose a local user charge known as the PFC subject to a federal cap to support capital improvement projects;

WHEREAS, The PFC is a local airport user fee that is established locally, instituted locally, and used locally to meet critical local airport needs;

WHEREAS, Procedures exist to ensure that air carriers and the public have the opportunity to comment on each airport's PFC application and the proposed projects the PFC supports;

WHEREAS, The federal PFC cap has not been adjusted since 2000 when Congress set it at $4.50, and rising construction costs have eroded the purchasing power of the PFC by approximately 50 percent;

WHEREAS, The City began collecting a PFC in 1993 and has collected over $37 million for use in the Airport Capital Improvement Program; and

WHEREAS, Direct federal funding through the FAA's Airport Improvement Program has declined some $150 million annually in recent years;

WHEREAS, the two national airport organizations representing a majority of airports across the United States, the American Association of Airport Executives and Airports Council International – North America, have requested a modernized PFC program as part of the 2015 FAA Reauthorization process to give airports local self-help to meet growing infrastructure development needs since significant additional federal funding is unlikely to materialize.

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

To Support modernizing the Passenger Facility Charge to $8.50 now and indexing it for inflation to restore the original purchasing power and provide the City and other local communities the ability to set individual PFC user fees based on locally determined needs and insuring the safety and security of their airports.

ADOPTED this_____ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES. PFC Program
4.10.15

Regular City Council Meeting **6. 20.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute Amendment 2 to contract 6537 with Republic Parking System, Inc. for public parking management of the Airport Shelter Park facility for Lubbock Preston Smith International Airport.

Item Summary

This contract amendment is for the maintenance of the fuel pumping facilities and equipment, maintenance and monitoring of the underground fuel storage tank, maintenance of the Veeder Root underground storage tank monitoring system, and maintenance of the office building and structures. The contract amendment modifies Article 12 of the Agreement, Maintenance of Facilities, under the City's obligations in the Amendment 1 dated February 26, 2015.

Fiscal Impact

None.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Republic Parking System Resolution
Republic Parking System Contract

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Second Amendment to Contract in connection with Contract No. 6537 for public parking facilities and shuttle services at Lubbock Preston Smith International Airport, by and between the City of Lubbock and REPUBLIC PARKING SYSTEM, INC., and related documents. Said Amendment to Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Contract Amend No.2.REPUBLIC PARKING SYSTEM,INC
5.5.15

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF LUBBOCK §

SECOND AMENDMENT TO CONTRACT

This Second Amendment to Contract ("Amendment") is entered into by the CITY OF LUBBOCK (referred to herein as "City"), and REPUBLIC PARKING SYSTEM, INC. (referred to herein as "Parking Operator").

WITNESSETH:

WHEREAS, City and Parking Operator executed an Automobile Parking Management Contract for Public Parking Facilities at Lubbock Preston Smith International Airport (the "Contract") on the 29th day of June, 2004, in which Parking Operator agreed to operate the public parking lot facilities and the parking shuttle system at the Airport; and

WHEREAS, the Lubbock Preston Smith International Airport has purchased the Airport Shelter Park facility located at 4401 North Martin Luther King Jr Boulevard; and

WHEREAS, Parking Operator and City have agreed by prior contract amendment for Parking Operator to provide parking and shuttle management services to the Airport Shelter Park facility; and

WHEREAS, the City of Lubbock Airport Board has recommended a second amendment of the Contract to include certain terms and conditions concerning operation and maintenance of the Airport Shelter Park facility under said Contract; and

WHEREAS, City and Parking Operator desire to so amend said Contract at this time;

NOW THEREFORE, City and Parking Operator agree to amend the Contract as follows:

(1) Article 3, Section E is amended to include a new Subsection 13 to read as follows:

"13. The cost of fuel purchased by Parking Operator for resale at the offsite parking facility."

(2) Article 12, Section A(1) is amended to read as follows:

"City shall maintain the off-site parking facility office building, fencing, parking covers, and other structures, the parking lot grass, and landscape areas at the facilities."

(3) Article 12, Section A is amended to include a new Subsection 9 to read as follows:

"9. City shall, at its discretion, periodically inspect, monitor, and maintain all fuel pumping equipment, underground fuel storage tanks, and the Veeder Root underground storage tank monitoring system."

(4) Article 12, Section B is amended to include a new Subsection 10 to read as follows:

"Parking Operator shall be responsible for the proper fueling of vehicles, direct sale of fuel to customers, monitoring the inventory of fuel and ordering additional fuel supply as needed. Parking Operator shall pay for fuel deliveries, and notify Director of quantity purchased and amount paid pursuant to the terms hereof."

(5) Article 23 is amended to include a new Section Q.1 to read as follows:

"Q.1. Notwithstanding terms set forth in the foregoing Section Q, nothing herein shall impute liability to Parking Operator for damages or claims resulting from a failure or leak of underground fuel tanks located at the offsite parking facility, provided that said failure or leak was not caused, directly or indirectly, by any act or omission of Parking Operator, its employees, agents, or representatives.

The parties hereto agree that all other terms, conditions, and provisions of the Contract shall remain unchanged and in full force and effect, and that to the extent of any conflict between the underlying Contract and this Amendment, the terms of this Amendment shall control.

IN WITNESS WHEREOF, the parties hereto execute this Amendment on the day and year of the last party signature as set forth below.

CITY OF LUBBOCK, TEXAS

By: _____
GLEN C. ROBERTSON, MAYOR

REPUBLIC PARKING SYSTEM, INC.

By: _____
ROBERT V. LINEHART, JR.

Title: Executive Vice President

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

Regular City Council Meeting **6. 21.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute a ramp area use agreement with Federal Express Corporation at Lubbock Preston Smith International Airport.

Item Summary

Federal Express has been leasing ramp space from the airport since March 1995. The lease has expired and they wish to enter into a new agreement. The term is for five years with the option to extend for one additional five year period. The ramp consists of 344,000 square feet and will be leased at the rate of $0.40 per square foot per year. Consumer Price Index adjustments will occur every year beginning January 2017 and will not exceed three percent in any one year.

Federal Express will also pay landing fees. The landing fee rate is currently $1.84 per 1,000 pounds of gross maximum aircraft landed weight.

Fiscal Impact

The ramp area usage revenue will be approximately $137,600 per year. There will also be additional revenue from landing fees.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

Resolution Contract Federal Express Corp.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Ramp Area Use Agreement, by and between the City of Lubbock and FEDERAL EXPRESS CORPORATION, and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Kelly Campbell, Executive Director of Aviation

APPROVED AS TO FORM: _____

_____
Mitchell Satterwhite, First Assistant City Attorney

RES.Contract.FEDERAL EXPRESS CORPORATION
5.5.15

95-0104-004

LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT
RAMP AREA USE AGREEMENT

THE STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement is entered into at Lubbock, Texas, by and between the CITY OF LUBBOCK, TEXAS, hereinafter referred to as "CITY", and FEDERAL EXPRESS CORPORATION, hereinafter referred to as "LESSEE."

WITNESSETH:

WHEREAS, CITY owns and operates a public airport designated as Lubbock Preston Smith International Airport and hereinafter called "Airport;" and

WHEREAS, LESSEE desires to have priority use of approximately 344,000 square feet of ramp area ("Ramp Area" as hereinafter defined) at the Airport for the purpose of conducting air cargo operations; and

WHEREAS, the Airport Board of the City of Lubbock has approved and recommends that LESSEE be granted priority use of the Ramp Area for a term hereinafter designated; and

WHEREAS, the City Council of the City of Lubbock accepts the recommendation of the Airport Board and finds that execution of this Agreement will properly serve the public interest of the citizens of the City of Lubbock;

NOW THEREFORE, for and in consideration of the covenants and conditions herein contained and other valuable consideration, CITY hereby authorizes LESSEE to exercise the rights, powers, and privileges hereinafter set forth and does hereby grant to LESSEE priority use

of the Ramp Area whose location is designated on Exhibit "A" attached hereto and incorporated herein by reference as part of this Agreement.

ARTICLE I

1.01. NON-EXCLUSIVE. It is understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to conduct air cargo operations or otherwise to occupy and use Ramp Area.

1.02. PURPOSE. LESSEE'S use of the Ramp Area shall be for the sole purpose of conducting air cargo operations, parking of aircraft owned and operated by LESSEE, its subsidiaries, or others with whom LESSEE may from time to time contract for the conduct of air cargo operations, and making incidental repairs to the aircraft that are necessary to the conduct of LESSEE'S air cargo operations.

1.03. SIGNS. LESSEE shall have the right to place signs identifying its business at locations on the Airport designated by the Executive Director of Aviation of the City of Lubbock. Said signs shall be of a type, size, and design approved in writing by the Executive Director of Aviation. The installation of such signs must comply with all City Codes and shall be without cost to CITY.

ARTICLE II
TERM

2.01. TERM. The initial term of this Agreement shall be for a period of five (5) years commencing on April 1, 2015 and ending on March 31, 2020. In addition to the initial term, LESSEE shall have the option to renew this Agreement for one (1) additional five (5) year

period. Notice of LESSEE'S intent to exercise a renewal option must be received in the office of the Executive Director of Aviation at least thirty (30) days prior to the end of the initial term.

2.02 HOLDING OVER. In the event LESSEE continues its usage of the Ramp Area after the expiration of this Agreement, without any written renewal or extension of this Agreement, such holding over shall not be deemed as a renewal or extension of the same, and may be terminated at any time by the Executive Director of Aviation of CITY.

ARTICLE III
FEES

3.01. RAMP USE FEE. As consideration for the privileges enumerated herein, LESSEE shall pay to CITY a ramp use rental fee for 344,000 square feet at the rate of $.40 per square foot per year. Annual rental will be **ONE HUNDRED THIRTY-SEVEN THOUSAND SIX HUNDRED AND NO/100 DOLLARS ($137,600.00)** which shall be due and payable in (12) equal monthly installments of **ELEVEN THOUSAND FOUR HUNDRED SIXTY-SIX AND 67/100 DOLLARS ($11,466.67)** by the tenth (10^{th}) day of every month of the term.

During the initial term of this Agreement, and during any renewal periods, the rental rates will be adjusted upward or downward for each ensuing calendar year beginning January 1, 2017, in direct proportion to the fluctuation in the U.S. Department of Labor, Bureau of Labor Statistics Consumer Price Index (CPI) for All Urban Consumers. Any adjustment to the rental rates resulting from changes in the CPI shall be determined by calculating the increase or decrease in the CPI for the preceding twelve (12) months. Adjustments shall not exceed three percent (3%) in any one year.

3.02 LANDING FEES. In addition to the ramp use rental fee, LESSEE shall also pay CITY landing fees upon execution of this Agreement at the rate of 125% of the rate established

for Certified Passenger Air Transportation Companies (CPATC) operating under the standard long-term agreement for Lubbock Preston Smith International Airport in effect for such air carriers. If during the term of this Agreement, the CPATC and CITY agree to permit eligible cargo carriers to pay a landing fee rate identical to the CPATC rate or less than the current 125% rate set forth above, then such change shall be made upon written notice by CITY to LESSEE and no amendment to this Agreement shall be required.

Not later than the fifth (5^{th}) day of each month, LESSEE shall file with the Executive Director of Aviation a report of LESSEE'S actual landings at the Airport for the preceding month, which report shall include the number and type of aircraft making such landings. Upon receipt of such report, CITY shall transmit to LESSEE a statement of the landing fees incurred by LESSEE for the preceding month. Payment shall be made by LESSEE to CITY on or before the 25^{th} day of the month in which such statement is transmitted. LESSEE shall further provide CITY with a summary of the approved maximum gross landing weights for each type of aircraft LESSEE operates at the Airport.

3.03. DEFAULT FOR FAILURE TO PAY FEES. If LESSEE fails to pay any fees due hereunder within thirty (30) days after CITY transmits a statement therefore to LESSEE, CITY may, at its option, upon fifteen (15) days written notice to LESSEE (unless in such fifteen (15) day period LESSEE shall have corrected such failure to pay) immediately or at any time thereafter, enter into and upon the Ramp Area or any part thereof in the name of the whole, and repossess the same without being deemed guilty of trespass, or breach of this Agreement.

3.04. PAYMENTS. All payments that become due and payable by LESSEE shall be made to the City of Lubbock at the office of the Executive Director of Aviation, Lubbock Preston Smith International Airport, 5401 N. MLK Blvd., Unit 389, Lubbock, Texas 79403.

3.05. EXEMPTION FROM FUEL FLOWAGE FEES. Upon payment of landing fees described in Section 3.02 of this Agreement, LESSEE will be exempt from any payments to the CITY for fuel flowage fees.

ARTICLE IV
RIGHTS RESERVED TO CITY

The following rights are reserved to CITY, and LESSEE agrees that all rights, powers, and privileges granted under the terms of this Agreement shall be subordinated to CITY's rights as hereinafter stated.

4.01. AIRPORT HAZARDS. CITY reserves the right to take action it considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting or permitting the erection of any building or other structure on the Airport which in the opinion of CITY would limit the usefulness of the Airport or constitute a hazard to aircraft.

4.02. AGREEMENT WITH UNITED STATES. During time of war or national emergency, CITY shall have the right to enter into an agreement with the United States government for military or naval use of all or part of the landing area, the publicly-owned air navigation facilities, and other areas or facilities of the Airport. If any such agreement is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the agreement with the Government, shall be suspended.

4.03. SUBORDINATION OF LESSEE'S RIGHTS. This Agreement shall be subordinate to the provisions of any existing or future agreement between the CITY and the United States pertaining to the operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport.

4.04. SUSPENSION OF LESSEE'S RIGHTS. All rights, privileges, and interests acquired herein by LESSEE, at the option of CITY, following sixty (60) days written notice to LESSEE, may be suspended if such suspension is found by CITY, acting in good faith, to be necessary to secure federal financial aid for the development of the Airport, or further development of aeronautical operations thereon.

ARTICLE V
GENERAL CONDITIONS

This Agreement is granted subject to the following provisions and conditions:

5.01. RULES AND REGULATIONS. In conducting its business hereunder, LESSEE shall comply with all applicable laws of the United States of America and the State of Texas, the rules and regulations promulgated by their authority pertaining to aviation and air navigation, and all reasonable rules, regulations, and ordinances of the City of Lubbock now in force or hereafter prescribed or promulgated by authority or by law.

5.02. IMPROVEMENTS OR ALTERATIONS. LESSEE shall not make, permit, or suffer any additions, improvements, or alterations to the Ramp Area without prior written consent of CITY. Any such additions, improvements, or alterations made with the consent of CITY shall be solely at the expense of LESSEE and unless such consent provides specifically that title to the additions, improvements, or alterations so made shall vest in LESSEE, title thereto shall at all times remain in CITY and such additions, improvements, or alterations shall be subject to all terms and conditions of this instrument.

5.03. REMOVAL AND DEMOLITION. LESSEE shall not remove or demolish, in whole or in part, any improvements that already exist on the Ramp Area without prior written consent of CITY, which may, at its discretion, condition such consent upon the obligation of

LESSEE to replace the same improvements specified in such consent upon termination of this Agreement. CITY shall not impose unreasonable conditions on its consent.

5.04. MECHANIC'S LIENS. LESSEE shall not bind or attempt to bind CITY for payment of any money in connection with installations, alterations, additions, or repairs on the Ramp Area or any of LESSEE'S equipment or facilities located on Ramp Area and shall not permit any mechanic's, materialman's, or contractor's liens to arise against the Ramp Area or any improvements, equipment, machinery, or fixtures thereon belonging to CITY, and LESSEE expressly agrees that it will keep and save CITY harmless from all costs and damages resulting from any lien or liens of any character created or that may be asserted through any act or thing done by LESSEE.

5.05. DUTY TO DEFEND. In the event any mechanic's or other liens orders for payment shall be filed against the Ramp Area or improvements thereon, or the property of CITY located thereon, during the term of this Agreement, LESSEE shall within twenty (20) days cause the same to be canceled and discharged of record by bond or otherwise, at the election and expense of LESSEE, and shall also defend on behalf of CITY, at LESSEE'S sole cost and expense, any action, suit, or proceeding which may be brought for the enforcement of such liens or orders.

5.06. CITY'S RIGHT TO INSPECT. CITY, acting by and through the Executive Director of Aviation or other designated representative, shall have the right to inspect the Ramp Area at all reasonable times during the term of this Agreement and any extension thereof.

5.07. DUTY TO REPAIR. Except as provided herein, any property of CITY, or for which CITY may be responsible, which is damaged or destroyed incident to the exercise of the rights or privileges herein granted, or which damage or destruction is occasioned by the

negligence of LESSEE, its employees, agents, servants, patrons, or invitees, shall be properly repaired or replaced by LESSEE to the satisfaction of the Executive Director of Aviation of CITY, or in lieu of such repair or replacement, LESSEE shall, if so required by the Executive Director of Aviation, pay CITY money in any amount deemed sufficient to compensate for the loss sustained or expense incurred by CITY by reason of the loss of, damage to, or destruction of such property.

5.08. TRASH DISPOSAL. LESSEE shall at its sole expense provide a complete and proper arrangement for the adequate sanitary handling and disposal, away from the Airport, of all trash, garbage, and other refuse resulting from its business operations authorized by this Agreement.

5.09. UTILITIES. LESSEE agrees to pay for all utility charges resulting from or connected with LESSEE'S use of the Ramp Area.

5.10. TAXES AND LICENSES. LESSEE shall pay all taxes of whatever character that may be lawfully levied or charged upon LESSEE'S use of the Ramp Area. LESSEE shall obtain and pay for all licenses or permits necessary or required by law for the construction of any additional improvements, the installation of equipment and furnishings, and any other licenses necessary for the conduct of its business.

5.11. INDEMNIFICATION AND INSURANCE. The CITY, its officers, agents, elected officials, and employees shall stand indemnified by the LESSEE as provided by this Agreement. The LESSEE shall be deemed to be an independent contractor and operator responsible to all parties for its respective acts and omissions, and the CITY shall in no way be responsible therefore. In the exercise of the obligations and in the enjoyment of the privileges granted by this Agreement, the LESSEE shall indemnify and save harmless the CITY, its

officers, agents, elected officials, and employees from any and all losses that result from any fault or negligence on the part of the LESSEE, its agents, employees, or invitees, and shall indemnify the CITY, its officers, agents, elected officials, and employees against any and all claims, demands, suits, judgments, and losses in connection therewith, except for losses resulting from the CITY's negligence and willful misconduct.

The LESSEE shall maintain insurance at all times that this lease is in effect, at LESSEE's sole expense and with an underwriter, with an A.M. Best Rating of A-VII or better, authorized to do business in the State of Texas and acceptable to the CITY, against claims of general liability, automobile liability, and workers' compensation resulting from LESSEE's business activities at the Airport.

Aviation, General Liability and Auto Liability Insurance - The amount of insurance coverage shall not be less than **TEN MILLION AND NO/100 DOLLARS ($10,000,000.00)** for Combined Single Limit General Liability Insurance; or less than **ONE MILLION AND NO/100 ($1,000,000.00)** for Combined Single Limit Auto Liability Insurance.

Pollution Liability Insurance – The LESSEE shall maintain pollution liability coverage. LESSEE will be allowed to be self-insured for pollution coverage as long as LESSEE maintains the status of being a Fortune 500 Company.

Workers' Compensation and Employers Liability Insurance – The LESSEE shall elect to obtain workers' compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, LESSEE shall maintain said coverage throughout the term of the Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the LESSEE maintains said coverage. LESSEE shall carry and maintain Employer Liability coverage in an amount no less than **ONE MILLION AND NO/100 ($1,000,000.00)**. Any termination of

workers' compensation insurance coverage or any cancellation or nonrenewal of workers' compensation insurance coverage for the LESSEE shall be a material breach of this Agreement.

The above mentioned policies shall all include a waiver of subrogation. Certificates of Insurance and endorsements shall be filed with the CITY's Executive Director of Aviation prior to execution of this Agreement. The Liability policies shall name the CITY as an additional insured on a primary and non-contributory basis, require the insurer to notify the Executive Director of Aviation of any alteration, renewal, or cancellation, and remain in full force and effect until at least ten (10) days after such notice of alteration, renewal, or cancellation is received by the Executive Director of Aviation.

The LESSEE will provide copies of the Certificates of Insurance and endorsements without expense to the CITY and CITY may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the CITY, LESSEE shall exercise reasonable efforts to accomplish such changes in policy coverages, and LESSEE shall pay the cost thereof.

5.12. LESSEE SHALL VACATE. On or before the date of expiration of this Agreement, LESSEE shall, as required by the Executive Director of Aviation of CITY, vacate the Ramp Area, remove all property of LESSEE located thereupon, and restore the Ramp Area and any improvements, facilities, and equipment thereon to as good condition on such date of expiration as when received, ordinary wear and tear excepted. If, however, this Agreement is terminated pursuant to Article VI, LESSEE shall vacate the Ramp Area, remove said property, and restore the Ramp Area, improvements, facilities, and equipment thereon as aforesaid within

thirty (30) days following the date of such termination; provided, however, that LESSEE'S right to remove its property is subject to the condition that LESSEE has paid in full all amounts due and owed to CITY under this Agreement. If LESSEE shall fail or neglect to remove said property and so restore the Ramp Area, improvements, facilities, and equipment included thereon on or before said expiration or within thirty (30) days after such termination, then at the option of the Executive Director of Aviation of CITY, said property shall either become the property of CITY without compensation therefor, or the Executive Director of Aviation may cause such property to be removed, the Ramp Area, improvements, facilities, and equipment included thereon to be restored at the expense of LESSEE, and no claim for damages against CITY, or its officers, agents, or employees shall be created or made on account of such removal and restoration.

5.13. NON DISCRIMINATION.

A. LESSEE for itself, its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby agree as a covenant running with the land that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of LESSEE'S Premises, (2) in the construction of any improvements on, over, or under LESSEE'S Premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) LESSEE shall use the Premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation, and as said Title and Regulations may be amended.

B. In conducting or engaging in any aeronautical activity for furnishing services to the public at the Airport, LESSEE shall furnish said services on a fair, equal, and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit or service as required pursuant to 14 CFR 152. LESSEE may make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

C. LESSEE acknowledges that the provisions of 49 CFR Part 23, Disadvantaged Business Enterprises (DBE), as said regulations may be amended, and such other similar regulations may be enacted, may be applicable to the activities of LESSEE under the terms of this Agreement, unless exempted by said regulations, and LESSEE hereby agrees to comply with the regulatory agencies, in reference thereto. These requirements may include, but not be limited to, compliance with DBE participation goals, the keeping of certain records of good faith compliance efforts, which would be subject to review by the various agencies, the submission of various reports and, if so directed, the contracting of specified percentages of goods and services contracts to DBEs.

D. In the event of breach of any of the above nondiscrimination covenants which is not cured by LESSEE in the exercise of reasonable diligence, CITY shall have the right to cancel this Agreement after such action as the United States Government may direct to enforce this covenant has been followed and completed, including exercise or expiration of appeal rights.

5.14. WARRANTY OF NO SOLICITAITON. LESSEE warrants that it has not employed any person employed by the CITY to solicit or secure this Agreement upon any agreement for a commission, percentage, brokerage, or contingent fee.

5.15. NO ASSIGNMENT. Except with prior written consent of the Executive Director of Aviation of CITY, LESSEE shall not assign any of its rights hereunder. No such assignment made with the Executive Director's consent shall affect LESSEE'S obligations to make all required fee payments hereunder upon default of an assignee.

5.16. WAIVER. The failure of CITY to insist in any one or more instance upon performance of any of the terms or conditions of this Agreement shall not be construed as a waiver or relinquishment of the future performance of any such terms or conditions, and LESSEE'S obligation with respect to such future performance shall continue to be in full force and effect.

5.17. DUTY TO PREVENT UNAUTHORIZED ACCESS TO THE RAMP AREA. LESSEE shall prohibit both unauthorized persons and vehicles from entering those Airport premises which LESSEE has priority use of, and LESSEE agrees that in the event that a civil penalty or fine is levied against the Airport or CITY as a result of LESSEE'S failure to comply or act in accordance with this provision or any other applicable federal, state, or local statutes, ordinances, rules, and regulations affecting the use, occupancy, or operation of any of said premises. LESSEE shall immediately reimburse the Airport or CITY the full amount of the penalty or fine and correct the act or omission leading to, causing, or contributing to the violation.

5.18. DEVELOPMENT OF AIRPORT. LESSEE agrees that CITY has the right to further develop or improve the Airport as CITY deems necessary. If such developments or improvements prevent LESSEE from conducting its operations at the Airport, CITY will provide sixty (60) days or more advanced written notice. Ramp use rental fees shall abate in proportion to the period of time that LESSEE's operations are thereby suspended.

ARTICLE VI
TERMINATION

This Agreement is subject to termination for the reasons set forth below, provided that thirty (30) days written notice is given to the non-terminating party.

6.01. LESSEE'S RIGHT TO TERMINATE. LESSEE may terminate this Agreement upon the happening of any of the following:

A. The permanent abandonment by the CITY of the Airport as an air terminal.

B. The issuance by any court of competent jurisdiction of an injunction in any way preventing or restraining the use of the Ramp Area for at least thirty (30) days.

C. The breach by CITY of any of the terms, covenants, or conditions of this Agreement to be kept, performed, and observed by CITY, and the failure of CITY to remedy such breach for a period of sixty (60) days after written notice from LESSEE of the existence of such breach.

D. The assumption by the United States Government, or any authorized agency of same, of the operation, control, or use of the Airport and its facilities in such a manner as to substantially restrict LESSEE from operating under the terms of this Agreement, if such restriction is to continue or has continued for a period of three (3) months or more.

6.02. CITY'S RIGHT TO TERMINATE. CITY may terminate this Agreement upon the happening of any of the following:

A. If LESSEE shall file a voluntary petition of bankruptcy; or, if proceedings in bankruptcy shall be instituted against LESSEE and it is thereafter adjudicated as bankrupt pursuant to such proceedings; or if a court shall take jurisdiction of LESSEE and its assets pursuant to proceedings brought under the provisions of any federal reorganization act; or if a

receiver for LESSEE'S assets is appointed under state or federal law; or if LESSEE shall be divested of its rights, powers, and privileges under this Agreement by other operation of law.

B. If LESSEE shall abandon and discontinue operations under this Agreement.

C. If LESSEE shall default in or fail to make any fee payments at the time and in the amounts required under this Agreement.

D. If LESSEE shall fail to perform, keep, and observe all of the covenants and conditions contained in this Agreement.

E. If LESSEE shall fail to abide by all laws, ordinances, and rules and regulations of the United States, State of Texas, City of Lubbock, or Executive Director of Aviation of CITY.

F. If CITY, acting in good faith, finds termination of the rights, privileges, and interests of LESSEE acquired under this Agreement to be necessary to secure federal financial aid for the development of the Airport, or further development of aeronautical operations thereon.

6.03. FIRE DAMAGE. In the event the Ramp Area for which LESSEE is herein granted priority use is damaged by fire or other accidental cause during the term of this Agreement, or during any subsequent extension, so as to become totally or partially unusable, CITY shall have the option to restore the premises to the former condition. If CITY exercises its option to restore the premises, CITY shall proceed with due diligence. If the damage is so extensive as to prevent LESSEE from using the ramp for the uses expressed in this Agreement, LESSEE'S obligation to pay fees hereunder shall abate for the time and to the extent that the Ramp Area has been rendered unusable. Should CITY not exercise its option to restore the premises, this Agreement shall terminate, such termination to be effective on the date of damage

by fire or other accidental cause, and all fees due pursuant to this Agreement shall be apportioned to that date.

ARTICLE VII
MISCELLANEOUS PROVISIONS

7.01. NOTICES. Notices to CITY required or appropriate under this Agreement shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, or by FedEx overnight or second day air service, addressed to the Executive Director of Aviation, 5401 N. Martin Luther King Boulevard, Unit 389, Lubbock, Texas 79403. Notices to LESSEE shall be deemed sufficient if in writing and hand delivered or mailed, registered or certified mail, postage prepaid, or by FedEx overnight or second day air service addressed as follows:

Federal Express Corporation
Attn: Manager, Airport Relations & Development (#95-0104)
3680 Hacks Cross Road
Building H, 3rd Floor
Memphis, Tennessee, 38125

With a copy to:

Federal Express Corporation
Attn: Managing Director, Business Transactions (#95-0104)
3680 Hacks Cross Road
Building B, 3rd Floor
Memphis, Tennessee, 38125

Either party may change its address(es) to which notices are to be sent by providing written notice in accordance with this Section 7.01.

7.02. NON-ARBITRATION. The CITY and LESSEE reserve the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction.

Further, neither party shall be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

7.03. TIME IF OF THE ESSENCE. The CITY and LESSEE hereto agree that time is of the essence with respect to any duties, obligations, or performance required by this Agreement.

7.04 ENTIRE AGREEMENT. This lease constitutes the entire agreement between CITY and LESSEE, and any other written or parole agreement with CITY is expressly waived by LESSEE.

EXECUTED as of the _____ day of _____, 2015.

CITY OF LUBBOCK, TEXAS

BY: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

FEDERAL EXRESS CORPORATION

BY: _____ 04/01/2015
VP

RTG 3-31-2015

ATTEST:

_____
Asst. Sec.

Approved
Legal Department

APPROVED AS TO CONTENT:

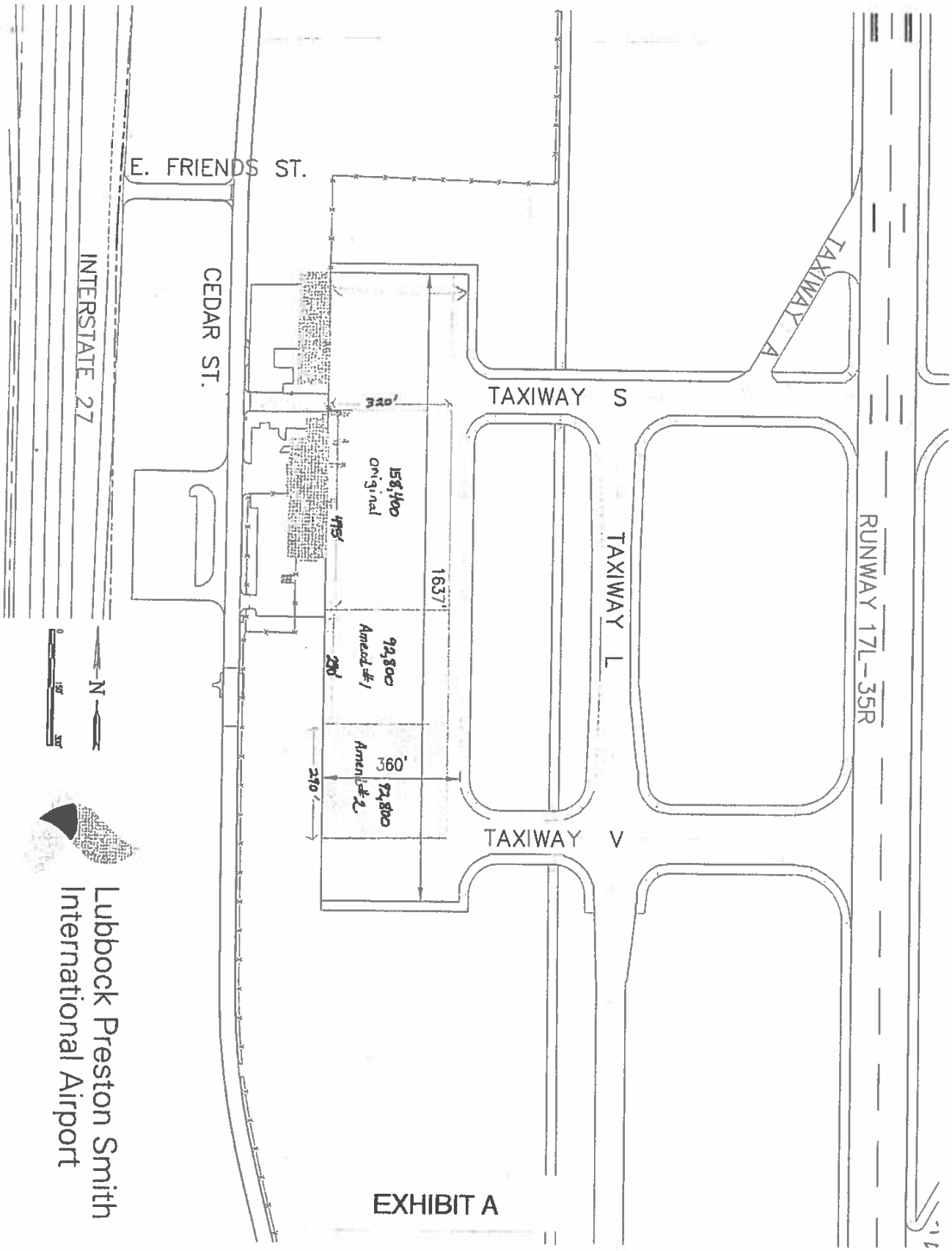
_____
Kelly Campbell, A.A.E.
Executive Director of Aviation

APPROVED AS TO FORM:

_____
Mitchell Satterwhite
First Assistant City Attorney

3/27/2015

APPROVED
ACCOUNTING DEPARTMENT
3/27/15


E. FRIENDS ST.
CEDAR ST.
INTERSTATE 27
TAXIWAY A
TAXIWAY S
TAXIWAY L
TAXIWAY V
RUNWAY 17L-35R
320'
158,400
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475'
1637'
92,800
Amend #1
290'
360'
92,800
Amend #2
270'
N
Lubbock Preston Smith
International Airport
EXHIBIT A

Regular City Council Meeting **6. 22.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Human Resources: Consider a resolution authorizing the Mayor to approve changes to the City of Lubbock Employee Benefit Plan administered by Blue Cross Blue Shield of Texas concerning certain adjustments to participant deductible, co-payment, and out-of-pocket co-share amounts.

Item Summary

The City's health plan is governed by the City of Lubbock Employee Benefit Plan Document. As a Grandfathered Health Plan, the City is permitted to make certain changes to its plan as provided for in the Affordable Care Act (ACA). January 1, 2012, the City raised premiums to employees which was well within the 28.3% allowed by ACA. At that time, it was determined the plan design would remain the same as it was on March 23, 2010, when Health Care Reform (now known as ACA) was signed to law.

The City's Benefits Consultant and Health Actuary have determined it would be in the City's best interest to consider raising premiums once again or implementing plan design changes in order to help control costs.

The plan changes recommended effective January 1, 2016 are:

Deductible – Increasing from $500 individual/$1,000 family to $625 individual/$1,250 family

Co-Share Out-of-Pocket Maximum – Increasing from $2,000 individual/$4,000 family to $2,500 individual/$5,000 family

Office Visit Co-pay – Increasing from $25 to $30

Emergency Room Co-pay – Increasing from $75 to $95

Prescription Drug Co-pay Retail – Increasing from $30 Preferred Brand Name, $50 Non-Preferred Brand Name to $35 Preferred Brand Name, $60 Non-Preferred Brand Name; generic co-pay to remain the same to encourage generic usage.

Prescription Drug Co-pay Mail Order – Increasing from $75 Brand Name, $125 Non-Preferred Brand name to $87.50 Preferred Brand Name, $150 Non-Preferred Name Brand; generic co-pay to remain the same to encourage generic usage.

Fiscal Impact

By implementing these changes, the estimated savings to the health plan is $846,936.

Staff/Board Recommending

Quincy White, Deputy City Manager

Staff recommends approval.

Attachments

Plan Amendment One Eff. 1-1-16

RESOLUTION
(Amending and Revising the City of Lubbock, Texas
Master Welfare Benefit Plan

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Amendment Number One (1) to the City of Lubbock Master Welfare Benefit Plan is hereby adopted and approved, concerning certain adjustments to participant deductible, co-payment, and out-of-pocket co-share amounts. Said Amendment is attached hereto and incorporated in this resolution as if set forth herein and shall be included in the minutes of the City Council.

BE IT FURTHER RESOLVED THAT the City Manager or designee may execute any routine documents and forms associated with said group health plan.

Passed by the City Council this _____ 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Leisa Hutcheson, Human Resources Director

APPROVED AS TO FORM:

_____
Mitch Satterwhite, First Assistant City Attorney

RES.Amend No 1 Employee Benefit Plan
5.8.1

City of Lubbock
Employee Benefit Plan
Plan Amendment No. 1

This Amendment to the City of Lubbock employee Benefit Plan Document (the "Plan Document") is executed on this, the _____ day of May, 2015, to be effective January 1, 2016.

All capitalized terms shall have the same meaning as those terms are defined in the Plan Document. The following benefit changes are hereby made to the Plan Document:

- **Deductible** - $625 individual - $1,250 family
- **Co-Share Out-of Pocket Maximum** (excludes Deductible) - $2,500 individual - $5,000 family
- **Office Visit Co-pay** - $30
- **Emergency Room Co-pay** - $95
- **Prescription Drug Co-payments**
  Retail - $5 Generic, $35 Preferred Name Brand, and $60 Non-Preferred Name Brand
- **Prescription Drug Co-payments**
  Mail Order - $12.50 Generic, $87.50 Preferred Name Brand, and $150 Non-Preferred Name Brand

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Leisa Hutcheson, Director Human Resources
and Risk Management

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

Regular City Council Meeting **6. 23.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12065 with Perkins + Will of Dallas, Texas for the professional architectural and engineering services relating to the Municipal Facilities Renovations, RFQ 15-12065-MA.

Item Summary

The contract includes professional services related to the design, plans, specifications, and estimates for the renovations of the Citizens Tower and City Hall and the construction of a new Public Works Facility. The contract includes the final design for the renovations/construction of these facilities. Scope shall include all aspects of design (including site civil, landscaping, structural, architectural, plumbing, fire protection, mechanical and electrical) in accordance with the current City of Lubbock adopted International Building Code, Bid Phase, Construction Administration and project close out.

Statements of Qualifications were received by the following firms and evaluated based on the following criteria: Project Team Organization and Qualifications (40%), Experience on Similar Projects (20%), Project Approach (30%), Overall Responsiveness to the RFQ (10%).

Firm	Score
Perkins + Will, Dallas, Texas	397
Parkhill, Smith & Cooper, Lubbock, Texas	384
Rehler, Vaughn & Koone, Inc., San Antonio, Texas	383
Brinkley, Sargent, Winginton Architects, Dallas, Texas	326
SLS Partnership, Lubbock, Texas	324
Pro-Forma Architecture, Dallas, Texas	317
RPGA Design Group, Ft. Worth, Texas	301
MWM Architects, Lubbock, Texas	289
Johnson & Pace Incorporated, Lubbock, Texas	225

After the initial evaluations, the firms were ranked and the top five firms were invited to present oral presentations. The top firms for this process were Perkins + Will, Parkhill, Smith & Cooper, Rehler, Vaughn & Koone, Inc., MWM Architects and Brinkley, Sargent, Winginton Architects. After the oral presentations, committee members selected Perkins + Will as the most qualified firm.

Staff recommends Perkins + Will as the most qualified firm based on their understanding of the work to be done and their vast experiences with high rise structures and Police Departments. Staff negotiated a contract with Perkins + Will for a total amount of $4,960,732 based on construction estimates included in the contract.

Fiscal Impact

$10,200,000 is appropriated in Capital Improvement Project 92369, Municipal Facilities Replacement/Renovations, with $4,960,732 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Contract - Perkins + Will

Budget Detail

CIP Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12065 for professional architectural and engineering services related to the renovations of the Citizens Tower, the new police facility, and the new public works facility, said Contract to be for a fixed fee in the amount of $2,996,820.00 for the Citizens Tower restoration and renovation as the new City Hall, a fixed fee in the amount of $1,183,912.00 for the existing City Hall building and 1607 13th Street building restoration and renovation as the new police facility, and a fixed fee in the amount of $780,000.00 for the new public works facility, and said Contract and related documents to be by and between the City of Lubbock and Perkins+Will, of Dallas, Texas. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this ____ day of _____ , 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Wesley D. Everett, Director of Facilities Management

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Resolution - Perkins and Will 5.5.15
May 5, 2015

CONTRACT# 12065

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement ("Agreement"), effective as of the 14th day of May 2015, is by and between City of Lubbock, Texas ("City"), a Texas home rule municipal corporation, and Perkins + Will ("P+W"), a Texas "Corporation".

WITNESSETH

WHEREAS, the City desires to obtain professional Architectural and Engineering services related to the Renovations of the Citizens Tower (Old Omni Building) located at 1208 14th Street, the New Police Facility (former City Hall) located at 1625 13th Street, and the new Public Works Facility located near 402 Municipal Drive, all in Lubbock, Texas (the "Project"); and

WHEREAS, P+W has a professional staff experienced and is qualified to provide professional Architectural services related to the Project, and will provide the services, as defined below, for the price provided herein, said price stipulated by City and P+W to be a fair and reasonable price; and

WHEREAS, the City desires to contract with P+W to provide professional Architectural services related to the Project and P+W desires to provide the services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and P+W hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term to be determined at a later date, as set forth in the receipt of the Notice to Proceed. The term may be altered by subsequent amendments of this Agreement, with the written and authorized consent of both parties.

ARTICLE II. SERVICES AND COMPENSATION

P+W shall perform the services described in Exhibit A, B and C with regard to the Project and payment shall be due and payable upon receipt in accordance with work provided. Payments due P+W under this Agreement shall be electronically transferred either by ACH, or wire transfer to the bank account and in accordance with the bank instructions identified in P+W's most recent invoice in immediately available funds no later than the payment due date. Invoice number, project name and Contract Number shall be referenced in the bank wire reference fields or the ACH addenda information. In the

event that such electronic funds transfer methods are not available to City, then payments due P+W under this Agreement shall be made by check and mailed to the Address identified in the remittance instructions on P+W's most recent invoice. The Remittance Advice document shall be mailed with the check to the address.

ARTICLE III. TERMINATION

A. Termination by the City. City may terminate this Agreement, for any reason or convenience, upon thirty (30) days prior written notice to P+W. In the event this Agreement is so terminated, the City shall only pay P+W for services actually performed by P+W up to the date P+W received notice of termination as provided herein.

B. Termination and Remedies. In the event P+W breaches any term and/or provision of this Agreement the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law or equity, including without limitation, termination of this Agreement and assertion of action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any other right or remedy and all other rights and remedies shall be cumulative.

C. Termination by P+W. In the event that the City fails to pay P+W within thirty (30) of issuance of a properly prepared invoice P+W shall provide the City with not less than thirty (30) days prior written notice of such breach. If the City does not remedy such breach within such notice period, then P+W has the right to terminate this Agreement and to be paid for all services rendered to the date of termination.

ARTICLE IV. NON-ARBITRATION

A. The City reserves the right to exercise any right or remedy available to it by law, contract equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. P+W is a Corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by P+W. This Agreement constitutes legal, valid, and binding obligations of P+W and is enforceable in accordance with the terms thereof.

C. Professional. P+W maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and are familiar with applicable laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the activities contemplated hereby.

D. Performance. P+W will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional Architectural services, and comply with applicable laws, rules, and regulations, both state and federal, relating to professional Architectural services, as contemplated hereby. If, during the six month period following the earlier of completion or termination of the Project it is shown there is an error in the Project caused solely by P+W's failure to meet such standards, and City has promptly notified P+W in writing of any such error within that period, P+W shall perform, at P+W's cost, such corrective Architectural services within the original Scope of Services as may be necessary to remedy such error.

E. Use of Copyrighted Material. P+W warrants that any materials provided by P+W for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation or ordinance relating to the use or reproduction of materials. The City warrants that any materials provided to P+W by the City or its agents or representatives may be incorporated into the work product of P+W without infringement upon the intellectual property rights of any third party. Excepting for the City's warranted information, above, P+W shall be solely responsible for ensuring that any materials provided by P+W pursuant to this Agreement satisfy this requirement and P+W agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of P+W's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

P+W shall accomplish the following:

Professional Architectural and Engineering Services related to the Renovations of the Citizens Tower, New Police Facility and New Public Works Facility, as defined in Exhibit "A", "B" and "C".

ARTICLE VII. INDEPENDENT CONSULTANT STATUS

P+W and City agree that P+W shall perform the duties under this Agreement as an independent consultant and shall be considered as independent consultant under this Agreement and/or in its activities hereunder for all purposes. P+W have the sole discretion to determine the manner in which the services are to be performed. During the performance of the Project under this Agreement, P+W and P+W's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

P+W shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the state of Texas, covering damages to the extent the same are caused by the negligence of P+W or its sub-consultants in connection with this Agreement.

P+W shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of P+W to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers authorized to do business in the state of Texas. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:	
Each Occurrence:	$2,000,000
General Aggregate:	$2,000,000
Products/Completed Operations Agg.	$2,000,000
Professional Liability:	
Per Claim (Tail Clause Required):	$2,000,000 per claim and in the aggregate
Automobile Liability:	
Combined Single Limit for any auto:	$500,000 Per Accident

P+W shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, Professional Liability coverage, as specified above for P+W, protecting subcontractor or sub-consultant against damages to the extent the same are caused by the professional negligence of the approved subcontractor or sub-consultant.

The City shall be named as additional insured with respect to the the Automobile Liability and Commercial General Liability on a primary and The Commercial General Liability shall be on a non contributory basis and shall be granted a waiver of subrogation under those policies. P+W shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate. Copies of all endorsements are required.

P+W shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, P+W shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that P+W maintains said coverage. P+W may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Tail Clause –Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained, at Architect's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this contract and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the work specified in the contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

If at any time during the life of the Agreement or any extension hereof, P+W fails to maintain the required insurance in full force and effect, P+W shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

P+W may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of P+W provided that City approves the retaining of Sub-consultants (which approval shall not be unreasonably withheld). P+W is at all times responsible to City to perform the Project as provided in this Agreement and P+W is in no event relieved of any obligation under this Contract upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by P+W shall be required to carry, for the protection and benefit of the City and P+W and naming said third parties as additional insureds, insurance as described above in this Agreement.

ARTICLE X. CONFIDENTIALITY

P+W shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

ARTICLE XI. INDEMNITY

P+W SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AND EMPLOYEES FROM ALL LOSSES, DAMAGES, CLAIMS, COSTS OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, EXCLUDING CONSEQUENTIAL OR INCIDENTAL DAMAGES, BUT INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT THE SAME ARE CAUSED BY THE NEGLIGENT ACTS OF P+W, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OF OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OF TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

P+W shall comply with applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from P+W to City or City to P+W is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing

the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. P+W 's Address. P+W 's address and numbers for the purposes of notice are:

Phil Callison, AIA, LEED AP – Firm Principal
10100 North Central Expressway
Dallas, TX 75231
Telephone: (214) 2833-8700
Email: Philip.Callison@perkinswill.com

C. City's Address. The City's address and numbers for the purposes of notice are:

City of Lubbock
Attn: Wesley D. Everett – Director Facilities Management
P. O. Box 2000
1625 13th Street
Lubbock, TX 79457
Telephone: (806) 775 – 2275
Email: Weverett@mylubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA

City shall furnish P+W any available data in the possession of the City pertinent to P+W's Services, so long as City is entitled to rely on such data for the performance of P+W's Services under this Agreement (the "Provided Data"). P+W shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. P+W shall provide access to its books and records to the City. The City may audit, at its expense and during normal business hours, P+W's books and records with respect to this Agreement between P+W and City.

C. Records. P+W shall maintain records that are necessary to substantiate the services provided by P+W.

D. Assignability. P+W may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and P+W, and in the case of City, its respective successors, legal representatives, and assigns, and in the case of P+W, its permitted successors and assigns.

F. Construction and Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by P+W and City.

I. Entire Agreement. This Contract, including Exhibits "A" and "B", attached hereto, contains the entire Agreement between the City and P+W, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between P+W and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by P+W as part of the Project hereunder, shall become the property of the City when P+W has been compensated as set forth in Article II, above. P+W shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either City or P+W of a breach of this Agreement must be in writing to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and P+W.

N. Extent of Responsibility. P+W does not guarantee that proposals, bids or actual project costs will not vary from P+W's opinions of probable cost or that actual schedules will not vary from P+W's projected schedules. P+W shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to P+W, to fulfill contractual responsibilities to the Client or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to P+W in Exhibit A, Scope of Services.

O. Unforeseen Circumstances. Except for Client's obligation to make payments, neither party shall be in default hereunder to the extent such default is caused by a cause or circumstance beyond such party's reasonable control. P+W shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

P. Non-appropriation. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last of the then-current fiscal year or when the appropriation made for the then current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson – Mayor

Perkins + Will

Phil Callison, AIA, LEED AP
Firm Principal

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Wesley D. Everett

APPROVED AS TO FORM:

City Attorney's Office

EXHIBIT A
(Citizens Tower Proposal)

10100 N. Central Expressway
Suite 300
Dallas, TX 75231

t 214 283 8700
f 214 283 8701
perkinswill.com

PERKINS+WILL

April 15, 2015

Re: Lubbock Municipal Facilities – Combined Architectural and Engineering Services Proposal – Compensation Summary Sheet of Exhibit A, B, and C.

1. The Omni Office Center Restoration and Renovation as the New Lubbock City Hall:

Based on the projected construction cost of $48,780,000, Perkins+Will proposes a lump sum fee of 6% of the construction cost for a total architectural and engineering fee of $2,926,820 plus reimbursable expenses per Section E estimated through CD's in the amount of $70,000. This projected cost does not account for projected cost escalation because the time of bidding for this project is yet to be determined. It is agreed that if the actual construction budget and cost are increased beyond the above amount, Perkins+Will's fees will be increased by the same percentage.

BASE PROPOSAL TOTAL **$2,996,820**

2. The Existing City Hall Building and 1607 13th Street Building Restoration and Renovation as the New Lubbock Police Headquarters:

Based on the projected construction cost of $16,132,000, Perkins+Will proposes a lump sum fee of 6.75% of the construction cost for a total architectural and engineering fee of $1,088,912. Per our discussion, we also propose a fee of $45,000 to develop an Exterior Design Concepts Study for both the existing city hall building and the free standing two story building described in the Schematic Design scope above. If a design concept for the exterior is selected, we will provide a proposed fee for this additional scope at that time. Perkins+Will proposes a total lump sum fee of $1,133,912 for the scope of work described above plus reimbursable expenses per Section E estimated through CD's in the amount of $50,000. It is agreed that if the actual construction budget and cost are increased beyond the above amount projections, Perkins+Will's fees will be increased by the same percentage.

BASE PROPOSAL TOTAL **$1,183,912**

New Public Works Facility at the Municipal Hill Site:

As mentioned in the project description at the beginning of our proposal, our fee is based on a new ground up Public Works Facility consisting of a 25,000 SF administration building, a new warehouse of approximately 10,000 SF for storage of materials, and a new secured service yard for city service vehicles. Perkins+Will proposes a total lump sum fee of $750,000 for the scope of work described above plus reimbursable expenses per Section E estimated through CD's in the amount of $30,000.

BASE PROPOSAL TOTAL **$780,000**

10100 N. Central Expressway
Suite 300
Dallas, TX 75231

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PERKINS+WILL

April 15, 2015

Wesley D. Everett
Director of Facilities Management
City of Lubbock
1625 13th St
Lubbock, TX 79414 (Via e-mail)

Re: New Lubbock City Hall - Omni Office Center Restoration and Renovation - Architectural and Engineering Services Proposal

Dear Wes:

Perkins+Will is pleased to submit the following proposal to the City of Lubbock for complete architectural and engineering services for the new proposed city hall at the existing Omni Office Center site. This proposal is based on the following project scope and is prepared based on a traditional consultant scope of services. Based on our understanding, the Architect has made the following assumptions as a basis for this proposal.

PROJECT DESCRIPTION

The Omni Office Center Restoration and Renovation as the New Lubbock City Hall:
This project and its related structures is at 1208 14th Street in downtown Lubbock. The complex includes a series of basements and tunnels, a five-story parking garage structure, a two-story annex building and an eleven-story high rise building. The total square footage is approximately 371,591 SF. A Facilities Assessment Report prepared in August, 2014 by the firm PSC was made available to our team for the purpose of this fee proposal. The assessment of the facility is the following:

- Site - Repairs to the existing paving and modifications to the paving for ADA compliance.
- Structural – The extensive structural repairs will be required at the roof of the tower and at the parking garage. The amount of structural repairs throughout the rest of the facility can't be determined at this time because it was not visible for inspection.
- Exteriors – The entire skin which includes marble and curtain wall system will need to be replaced.
- Interiors – All existing interior construction throughout all spaces will need to be removed. There is also fire damage in the basement that will need to be repaired.
- Roof – The tower roof will need moderate repairs and replacement of all metal accessories. The annex roof will need to be completely replaced.
- Mechanical/Electrical/Plumbing Systems – All systems need to be completely removed and replaced do to age, obsolescence, and failure to meet current codes.
- Life Safety Systems – The fire alarm system and fire protection systems need to be removed and replaced and a fire sprinkler system added. Also, one of the two egress stairs is an exterior metal fire escape that will either need to be completely replaced because of rust. It is

recommended that during design, a second egress stair inside the building be added in lieu of the fire escape stair.

- Accessibility (ADA) – All accessible routes from parking and into the building will have to be removed and redone because existing slopes do not meet current ADA codes. A full ADA Accessibility inspection and report will need to be conducted to determine other ADA issues.
- Conveying Systems (Elevators) – The existing elevators are not reliable and pose a safety hazard. Elevators need to be removed and replaced.

A. SCOPE OF SERVICES

Based on the Facility Assessment, a full team effort will be required by all disciplines of our team. Our scope will include:

Schematic Design:

- **Building Assessment Verification by entire consulting team** - If there are discoveries beyond that in the PSA Facility Assessment report, we will discuss and evaluate with the city prior to commencing work.
- **Code Analysis** – A code analysis of all applicable codes and regulations will be performed in order to guide the design process.
- **CAD Drawing preparation** – Because there are not existing digital drawings available to serve as background drawings for the design team, we will produce CAD drawings of the existing building for use throughout the entire design and construction document phase.
- **City Hall Visioning and Programming** – Perkins+Will will develop a comprehensive vision program of all city departments, services, and spaces that will be the basis for design of the New City Hall Building. This will consist of a visioning session with city leaders in order to capture your vision for the new city hall. We will also utilize questionnaires to department leaders, on site observations and assessment of spaces in use currently at the existing city hall building and other departments throughout the city that are currently in lease space, and a series of departmental meetings. We will establish current space needs and also growth projections for each department. Also included in the Program will be desired adjacencies for optimum efficiency as well as public interaction requirements. We will conduct a presentation of the New City Hall Program to city leaders and answer question and make revisions where desirable.
- **Interior Schematic Design Concepts** – Once we have developed the existing site and building drawings along with the program for the new city hall, we will develop a series of interior design concepts for each level of the building including, city council chamber and support areas, public lobby and interface areas with city staff, and departmental suites on each of the remaining floors. These concepts will be developed into a presentation of colored floor plans, block and stack departmental diagrams, and physical and 3-Dimensional models to fully explain the attributes of each concept along with the pros and cons of each.
- **Exterior Schematic Design Concepts** – Working with the existing structure of the building, Perkins+Will will develop a series of exterior building design concepts for the new city hall and parking structure. These concepts will explore the use of exterior materials such as stone,

glass, curtain wall, metal, canopies and other materials in a variety of ways in order to give an updated image for the new city hall building. These concepts will also include site features such as paving hardscape, landscape, and all areas of the site. These concepts will be developed into a presentation of colored site plans, elevations, and physical and 3-Dimensional models.

- **Schematic Design Concepts Presentation** – Perkins+Will will conduct a presentation of the Exterior and Interior Schematic Design Concepts to city leaders for approval. The presentation will consist of both power point and physical models for study and evaluations by the city. Perkins+Will will facilitate discussion of pros and cons of each concept. The desire outcome of the presentation will be a preferred concept to advance forward through the rest of design and documentation.
- **Schematic Design Concept Refinement** – With a preferred concept and input from city leaders, Perkins+Will will refine the Schematic Design Concept, incorporating the desired revisions and adjustments. There will be a series of meetings and correspondence with your building committee in order to insure the desired outcome of the final concept. The goal of the Schematic Design Phase is to identify, quantify, locate, and size all of the building and service components. Building mechanical, electrical and structural system alternatives will be tested for cost effectiveness, operating characteristics and performance. The Architect will prepare documentation required to assist the Owner in presenting the Schematic Design concepts to jurisdictional authorities for their continuing review and approval.
- **Consultant Coordination** – Simultaneously with the schematic design concept refinement activities, we will be working with our civil, landscape, structural, mechanical, electrical, plumbing, audio visual, information technology, and security consultants in order to support their development of the schematic design package. Each consultant will develop their work to a schematic design level that restores the Omni Center Building to a newly functional building and supports the final schematic design concept that was approved by the city. The consultants will prepare narratives and drawings that accurately depict the amount of work associated with each discipline.
- **A Schematic Design Report** will be prepared to summarize the program development, architectural design, civil, structural and building services systems design, landscape design, proposed building materials, design criteria, area summaries, and code and zoning requirements. The Schematic Design Report will complement the Schematic Design Drawings in defining the size and scope of the project.

Design Development:

Using the approved Schematic Design, Perkins+Will will lead the design team in developing the various components of the design through Design Development. The deliverables for the Design Development Phase include:

- Perkins+Will will conduct Bi-weekly meetings during Design Development with the client team to review needs and progress.

Civil:

- Demolition Plans
- Preliminary grading plan

- Preliminary utility layout and/or storm water layout plan
- Diagrammatic site plan
- Revised topographic site plan
- Erosion control plan

Landscape:

- Demolition Plans
- Rendered Planting site plan showing conceptual landscaping / hardscaping

Architectural:

- Cover information sheet
- Site Plan with conceptual landscape / hardscape
- Demolition Plans
- Floor Plans
- Dimension Control Plan
- Roof Plans
- Reflected Ceiling Plans
- Exterior Elevations
- Interior Elevations
- Typical exterior wall sections
- Door & room finish schedules
- Typical Millwork Details
- Outline specifications
- Preliminary colors, finishes and materials board for Interiors and Exterior
- Renderings (2 Exterior, 2 Interior)

Structural:

- Structural Demolition Plans
- Structural Repair plans
- Diagrammatic Structural Repair framing plans

M.E.P.:

- MEP Demolition Plans
- Single Line HVAC Plan & Details
- Electrical Plan & Details
- Lighting Plan
- Power Plan
- Plumbing water & waste

Security, Low Voltage and Audio Visual:

- Preliminary Security, Low Voltage and Audio Visual Drawings
- Preliminary Security, Low Voltage and Audio Visual Outline Specifications

Furniture Plans

- Preliminary Furniture Plans

April 14, 2015
Re: **New Lubbock City Hall - Architectural and Engineering Services Proposal**

Signage / Graphics:

- Preliminary interior and exterior signage/ graphics to be integrated into the architectural design.
- Interior graphics will comply with Texas Accessibility Standards and ADA.
- Preliminary design of exterior signage or a monument sign to compliment building design.

Probable Construction Cost Estimate:

- During Design Development review, Perkins+Will will assist the Cost Consultant in updating a Statement of Probable Cost for the project.
- Perkins+Will will make necessary adjustments to the Design Development package in order to get the project within the construction budget that was established at the conclusion of Schematic Design.

Design Development Deliverable:

- Perkins+Will will prepared, summarize, and incorporate and present all aspects of the building design, size and scope of the project into a Design Development Package. The deliverable will include the Project Description, Outline Specifications, area summaries, individual specialty engineering system summaries, as appropriate, project preconstruction schedule, summary of design criteria and the Design Development Drawings. These Documents once approved with the Design Development cost estimate will release our team to move into the Construction Documents phase.

Construction Documents:

- Based on the approved Design Development Package, Perkins & Will will prepare Construction Documents consisting of drawings and specifications in CSI format that describe in detail the work to be completed.
- Perkins+Will will also assist the City of Lubbock as necessary in preparing other forms or information necessary required for bidding, Including reviewing the City of Lubbock's general conditions, bid forms and owner / contractor agreement.
- Perkins+Will will submit drawings to the State of Texas for compliance review with the Texas Accessibility Standards and will assist the City of Lubbock in securing permits for construction.
- Perkins+Will will attend progress meetings during the CD Phase at 50%, 95%, and 100% and will provide pertinent progress prints at project meetings
- Copies of 50% and 95% construction documents will be submitted for review.
- 95% submittal shall be 100% complete plans, specs, estimate ready to bid except for final owner's review comments.
- 95% review comments will be incorporated at 100%
- 100% complete CD's will be issued for bidding
- Perkins+Will will assist City in obtaining building permit

Civil:

- Existing topographic survey
- Civil Demolition Plans
- Civil Site Plan
- Grading Plan

April 14, 2015
Re: **New Lubbock City Hall - Architectural and Engineering Services Proposal**

- Utility Plan and Details with Coordination of Offsite and Onsite Utilities
- Erosion control
- Storm Water Prevention Plan (SWPPP)
- Specifications

Landscaping:

- Landscape Demolition Plan
- Landscape Plan
- Irrigation Plan and Details
- Planting Details & Plant Schedule
- Hardscape plans and details
- Specifications

Architectural:

- Cover information sheet
- Site Plan and Site details
- Demolition Plans
- Floor Plans
- Dimension Control Plans
- Roof Plans
- Reflected Ceiling Plans with Lighting
- Exterior Elevations
- Exterior Wall Sections
- Large Scale Plans of selected areas as required
- Door & room finish schedules
- Exterior Details
- Interior Elevations
- Interior Details
- Millwork Details
- Specifications and Project manual
- Security Hardware

Structural:

- Structural Demolition Plans
- Structural Repair Plans and Details
- New Structural Framing Plans and Details
- Specifications

M.E.P.:

- MEP Demolition Plans
- HVAC Plans & Details
- Electrical Plans & Details
- Lighting Plans and schedules
- Power Plans

- Plumbing Plans, Details and risers
- Security Plans with devices
- Specifications

Security, Low Voltage and Audio Visual:

- Security, Low Voltage and Audio Visual Drawings and Details
- Security, Low Voltage and Audio Visual Specifications

Signage / Graphics:

- Signage Plans and Details

Furniture Plans

- Final Furniture Plans

Statement of Probable Construction Cost Estimate:

- At 50% and 95% Construction Document review, Perkins+Will will assist the Cost consultant in updating a Statement of Probable Cost.
- Perkins+Will will make necessary adjustments to the Construction Documents at 50% and 95% review in order to get the project within the established budget.

Bidding:

- Perkins+Will will assist the City of Lubbock in bidding the project to various contractors by participating in Pre-Bid conferences and by answering questions during bidding. Upon the receipt of bids, Perkins+Will will assist the City of Lubbock in qualifying bidders and bids.

Construction Administration:

Perkins+Will will perform the following services during construction:

- Conduct a Pre-Construction Meeting
- Attend bi-weekly job site meetings
- Review and processing of shop drawings and submittals
- Respond to RFI's from the contractor
- Make periodic site visits and observation as appropriate to the progress of construction
- Review contractor's Pay Applications, and provide recommendations to the City of Lubbock for the Preparation of Proposed Changes and Change Orders for the City of Lubbock's approval
- Develop Preliminary and final Punch Lists

Record drawings and specifications

- Record construction documents including the furniture documents will be provided to the City in preferred format for its use. AutoCAD v.2014 or higher, sheet drawing files and specifications in MS Word will be provided to the City of Lubbock for its use.
- Provision of a set of reproducible Record Drawings indicating changes and variations from the plans as constructed by the Contractor. Record Drawings produced by the Perkins+Will will be strictly based on marked-up drawings provided by the City's Contractor.

April 14, 2015
Re: **New Lubbock City Hall - Architectural and Engineering Services Proposal**

B. SCHEDULE

At this time, a schedule has not been established. Important milestone dates will be established with the City of Lubbock and a detailed schedule by Perkins+Will to identify phase durations, client meetings, client presentations, and detailed tasks related to each phase. Once this schedule is agreed upon by all parties, it will serve as the schedule for the project barring unforeseen factors.

C. COMPENSATION

For the Scope of Services described in Section A and within the scheduled durations described in Section B, Perkins+Will proposes a lump sum fee for basic Architectural services, exclusive of all reimbursable expenses, Owner's consultants' fees and costs, site related costs and Owner testing agencies.

C.1 *Our Architectural and Engineering Services and fee include the following services:*

Perkins+Will will perform Architectural Programming Planning and Design, Interior Planning and Design, FF&E Design, and Base Building Signage Design as required by applicable regulations. Design and Documentation, as defined above, will include Project Management of the entire Design Team, Technical Coordination of all Architectural and Engineering Documents. Our consultant team includes the following:

Civil Engineering – Hugo Reed and Associates
Landscape/ Irrigation Design – Prairie Workshop
Structural Engineering – Thoma Engineering
Mechanical Engineering – Chambers Engineering
Electrical Engineering – Chambers Engineering
Plumbing Engineering – Chambers Engineering
Fire Protection Engineering – Chambers Engineering
AV/IT/Security - DataCom Design Group
Cost Consulting – Riddle & Goodnight

C.2 *Compensation Schedule*

As mentioned in the project description at the beginning of our proposal, our fee is based on the restoration, programming and design improvements of the existing Omni Office Center and related structures to function as the new City of Lubbock City Hall. The total square footage is approximately 371,591 SF. The Facility Assessment Report by PSC dated September 2014 included an Opinion of Probable Cost (OPC) to restore the building to shell space suitable for leasing including heating and cooling with minimal lighting. The OPC amount was $33,284,230. It was noted that this was the amount in 2014 and no provision was made for inflation until the date that the project will be bid. Excluded from the OPC were, site improvements beyond repair of cracks in paving, landscape, exterior lighting, interior walls, ceilings, light fixtures, mechanical diffusers, all interior finishes, AV/IT/Security and interior millwork on each floor including enhanced public lobby and Council Chamber built in desks and seating. These items will be designed as part of this scope and will need to be added to the

April 14, 2015
Re: **New Lubbock City Hall - Architectural and Engineering Services Proposal**

OPC for a New City Hall. Also FF&E will need to be budgeted for the project. For the purpose of this proposal, Perkins+Will assumes the cost of the completed project to be:

• Opinion of Probable Cost by PSC (Sept. 2014)	$33,284,230
• City Hall Interior Finish Out (187,451 x $80SF)	$14,996,080
• Site Improvements and Landscaping	$ 500,000
Total Construction Cost	$48,780,000*

* Does not include cost escalation

Based on the projected construction cost of $48,780,000, Perkins+Will proposes a lump sum fee of 6% of the construction cost for a total architectural and engineering fee of $2,926,820 plus reimbursable expenses per Section E. This projected cost does not account for projected cost escalation because the time of bidding for this project is yet to be determined. It is agreed that if the actual construction budget and cost are increased beyond the above amount, Perkins+Will's fees will be increased by the same percentage.

Fees by Phase:

Programming and Schematic Design (25%)	$731,705
Design Development (25%)	$731,705
Contract/Construction Documents (25%)	$731,705
Bidding and Construction Administration (25%)	$731,705
SUB TOTAL	**$2,926,820**
Estimated Reimbursables per Section E through CD's	$ 70,000
BASE PROPOSAL TOTAL	**$2,996,820**

C.3 *Invoicing and Payment*

Perkins+Will will invoice monthly based upon a percentage completion of work by phase. We will modify the form and appearance of the invoice to suit the requirements of the Owner. Payment of invoices is due thirty (30) days after the receipt. Payment of all invoices is independent of the terms of any interim or construction financing agreements. Failure to make payment within thirty (30) days will result in the temporary suspension of work until all invoices are made current. Perkins+Will reserves the right to discontinue all services in the event that invoices remain unpaid after sixty (60) days.

D. SUPPLEMENTAL SERVICES

D.1 ***Additional Supplemental Services***

April 14, 2015
Re: **New Lubbock City Hall - Architectural and Engineering Services Proposal**

For supplemental services requested in addition to the scope of services defined above Perkins+Will will prepare an Additional Services Request with proposed scope and all fees identified. Perkins+Will will only proceed with the additional work by written authorization of the City of Lubbock.
Additional Services May Include:

- Full FF&E Services
- LEED Certification
- Graphic Design or Client Branding Services

E. REIMBURSEMENT OF EXPENSES

Reimbursable Expenses are in addition to the fee for services. You agree to reimburse Perkins+Will for out of-pocket expenses, which are actual expenditures made by Perkins+Will employees and consultants in connection with the Project. The following Reimbursable Expenses are invoiced at 100% of Perkins+Will's cost: reproductions produced on Perkins+Will's premises; long distance communications; cellular telephone charges; project related websites; transportation (auto rental, taxis, buses and airfares); room and board and other expenses incurred in connection with out-of-town travel; fees paid for securing approval of authorities having jurisdiction over the Project; use of a privately owned vehicle reimbursed based at IRS approved rates; cost of any additional insurance requested by you in excess of that normally carried by Perkins+Will, the cost of outside vendor produced reproductions; on site measured as built CAD drawings; messengers; photographic production; postage and handling of documents and materials; costs of outside renderings; and models and mock-ups produced internally by Perkins+Will. For the purpose of this proposal, we have estimated reimbursable expenses in C.2 through the construction document phase. Once the project is bid and an appropriate construction schedule has been determined, we will submit an estimate for CA reimbursables based on number of site visits desired by the City.

Once again, thank you Wes for this opportunity to submit our fee proposal for your New City Hall project. Please let me know if I can answer any questions.

Sincerely,
Perkins+Will

Phil Callison, AIA, LEED AP
Principal

EXHIBIT B
(Police Department Proposal)

10100 N. Central Expressway
Suite 300
Dallas, TX 75231

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f 214 283 8701
perkinswill.com

PERKINS+WILL

April 15, 2015

Wesley D. Everett
Director of Facilities Management
City of Lubbock
1625 13th St
Lubbock, TX 79414 (Via e-mail)

Re: New Lubbock Police Headquarters – Existing City Hall Building and 1607 13th Street Building Renovation and Restoration - Architectural and Engineering Services Proposal

Dear Wes:

Perkins+Will is pleased to submit the following proposal to the City of Lubbock for complete architectural and engineering services for the proposed new police headquarters project at the existing city hall site in Lubbock, Texas. This proposal is based on the following project scope and is prepared based on a traditional consultant scope of services. Based on our understanding, the Architect has made the following assumptions as a basis for this proposal.

PROJECT DESCRIPTION

The Renovation of the Existing City Hall Building for the New Lubbock Police Headquarters:

This project consists of two buildings. The first at 1625 13th Street in downtown Lubbock. The building consists of three levels, a basement and two levels above grade. The total square footage is approximately 105,000 SF. The second building is at 1607 13th Street, a 13,000 SF two story building adjacent to the city hall parking lot that will also be utilized for police functions. The parking for the buildings is surface parking on various lots around the buildings.

A. SCOPE OF SERVICES

For the basis of this proposal, it is assumed that the interior finish out of the existing City Hall building at 1625 13th Street and the separate two story building at 1607 13th Street will be completely removed and all new interior construction will be designed and constructed in order to develop a state of the art, fully functioning police headquarters. All existing MEP and Fire Protection systems are assumed to be in good working order and will remain. In addition, needed site improvements and repairs to the exterior envelope to correct leaks and deterioration will be included. We understand that there is a desire to update and modernize the exterior of the buildings. Because the scope of this work is difficult to define at this time, we propose a concept design phase of potential exterior improvements to both the existing city hall building and the separate two story building. Once a proposed concept has been selected along with a budget for that work, we will revise our proposal accordingly. Also excluded from this proposal is the addition of structured parking. Shall structured parking be required to fulfill the parking requirements for the PD, we will prepare a separate fees proposal for this additional scope. Our scope will include:

April 15, 2015
Re: **New Lubbock Police Headquarters - Architectural and Engineering Services Proposal**

Schematic Design:

- **Code Analysis** – A code analysis of all applicable codes and regulations will be performed in order to guide the design process.
- **CAD Drawing preparation** – Because there are not existing digital drawings available to serve as background drawings for the design team, we will produce CAD drawings of the existing City Hall Building and separate two story for use throughout the entire design and construction document phase.
- **Police Headquarters Visioning and Programming** – Perkins+Will will develop a comprehensive vision program of all police departments, services, and spaces that will be the basis for design of the New Police Headquarters. This will consist of a visioning session with city leaders and police department leaders in order to capture your vision for the new police headquarters. We will also utilize questionnaires to department leaders, on site observations and assessment of spaces in use currently at the existing police facility. We will establish current space needs and also growth projections for each department within the headquarters. Also included in the Program will be desired adjacencies for optimum efficiency as well as public interaction requirements and personnel flow during shift changes. We will conduct a presentation of the New Police Headquarters Program to Police Department leaders and answer question and make revisions where desirable.
- **Interior Schematic Design Concepts** – Once we have developed the existing site and building drawings along with the program for the new police headquarters, we will develop a series of interior design concepts for each level of the buildings including, police briefing and meeting rooms and support areas, forensics, property evidence storage, fitness and locker rooms, public lobby and other departmental suites for all levels. These concepts will be developed into a presentation of colored floor plans, block and stack departmental diagrams, and physical and 3-Dimensional models to fully explain the attributes of each concept along with the pros and cons of each.
- **Exterior Design Concepts (Optional)** – Working with the existing structure of the existing city hall building and the separate two story building, Perkins+Will will develop a series of exterior building design concepts for the new Police Headquarters. These concepts will explore the use of exterior materials such as stone, glass, curtain wall, metal, canopies and other materials in a variety of ways in order to give an updated image for the new Police Headquarters building. These concepts will also include site features such as paving hardscape, landscape, and all areas of the site. These concepts will be developed into a presentation of colored site plans, elevations, and physical and 3-Dimensional models. A conceptual budget will be prepared for each of the concepts in order to assist city and department leaders in making a decision on a preferred option. Once an option is selected, Perkins+Will will develop a fee proposal for the additional scope of work.
- **Schematic Design Concepts Presentation** – Perkins+Will will conduct a presentation of the Exterior and Interior Schematic Design Concepts to city and police department leaders for approval. The presentation will consist of both power point and physical models for study and evaluations by the city. Perkins+Will will facilitate discussion of pros and cons of each concept.

The desire outcome of the presentation will be a preferred concept to advance forward through the rest of design and documentation.

- **Schematic Design Concept Refinement** – With a preferred concept and input from city leaders, Perkins+Will will refine the Schematic Design Concept, incorporating the desired revisions and adjustments. There will be a series of meetings and correspondence with your building committee in order to insure the desired outcome of the final concept. The goal of the Schematic Design Phase is to identify, quantify, locate, and size all of the building and service components. Building mechanical, electrical and structural system alternatives will be tested for cost effectiveness, operating characteristics and performance. The Architect will prepare documentation required to assist the Owner in presenting the Schematic Design concepts to jurisdictional authorities for their continuing review and approval.
- **Consultant Coordination** – Simultaneously with the schematic design concept refinement activities, we will be working with our civil, landscape, structural, mechanical, electrical, plumbing, audio visual, information technology, and security consultants in order to support their development of the schematic design package. Each consultant will develop their work to a schematic design level that supports the final schematic design concept that was approved by the city and department. The consultants will prepare narratives and drawings that accurately depict the amount of work associated with each discipline.
- **A Schematic Design Report** will be prepared to summarize the program development, architectural design, civil, structural and building services systems design, landscape design, proposed building materials, design criteria, area summaries, and code and zoning requirements. The Schematic Design Report will complement the Schematic Design Drawings in defining the size and scope of the project.

Design Development:

Using the approved Schematic Design, Perkins+Will will lead the design team in developing the various components of the design through Design Development. The deliverables for the Design Development Phase include:

- Perkins+Will will conduct Bi-weekly meetings during Design Development with the client team to review needs and progress.

Civil:

- Demolition Plans
- Preliminary grading plan
- Preliminary utility layout and/or storm water layout plan
- Diagrammatic site plan
- Revised topographic site plan
- Erosion control plan

Landscape:

- Demolition Plans
- Rendered Planting site plan showing conceptual landscaping / hardscaping

Architectural:

- Cover information sheet

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Re: **New Lubbock Police Headquarters - Architectural and Engineering Services Proposal**

- Site Plan with conceptual landscape / hardscape
- Demolition Plans
- Floor Plans (with furniture layout)
- Roof Plans indicating areas of repair
- Reflected Ceiling Plans
- Exterior Elevations
- Interior Elevations
- Typical exterior wall sections through new exterior construction
- Door & room finish schedules
- Typical Millwork Details
- Outline specifications
- Preliminary colors, finishes and materials board for Interiors and Exterior
- Renderings (2 Exterior, 2 Interior)

Structural (scope to be determined based on selected design concept):

- Structural Demolition Plans
- Structural Repair plans
- Diagrammatic Structural Repair framing plans

M.E.P. (scope to be determined based on selected design concept and condition of existing systems):

- Single Line HVAC Plan & Details
- Electrical Plan & Details
- Lighting Plan
- Power Plan
- Plumbing water & waste at new restrooms and locker rooms

Security, Low Voltage and Audio Visual:

- Preliminary Security, Low Voltage and Audio Visual Drawings
- Preliminary Security, Low Voltage and Audio Visual Outline Specifications

Furniture Plans

- Preliminary Furniture Plans

Signage / Graphics:

- Preliminary interior and exterior signage/ graphics to be integrated into the architectural design.
- Interior graphics will comply with Texas Accessibility Standards and ADA.
- Preliminary design of exterior signage or a monument sign to compliment building design.

Probable Construction Cost Estimate:

- During Design Development review, Perkins+Will will assist the Cost Consultant in updating a Statement of Probable Cost for the project.
- Perkins+Will will make necessary adjustments to the Design Development package in order to get the project within the construction budget that was established at the conclusion of Schematic Design.

April 15, 2015
Re: **New Lubbock Police Headquarters - Architectural and Engineering Services Proposal**

Design Development Package:

- Perkins+Will will prepared, summarize, and incorporate and present all aspects of the building design, size and scope of the project into a Design Development Package. The deliverable will include the Project Description, Outline Specifications, area summaries, individual specialty engineering system summaries, as appropriate, project preconstruction schedule, summary of design criteria and the Design Development Drawings. These Documents once approved with the Design Development cost estimate will release our team to move into the Construction Documents phase.

Construction Documents:

- Based on the approved Design Development Package, Perkins & Will will prepare Construction Documents consisting of drawings and specifications in CSI format that describe in detail the work to be completed.
- Perkins+Will will also assist the City of Lubbock as necessary in preparing other forms or information necessary required for bidding, Including reviewing the City of Lubbock's general conditions, bid forms and owner / contractor agreement.
- Perkins+Will will submit drawings to the State of Texas for compliance review with the Texas Accessibility Standards and will assist the City of Lubbock in securing permits for construction.
- Perkins+Will will attend progress meetings during the CD Phase at 50%, 95%, and 100% and will provide pertinent progress prints at project meetings
- Copies of 50% and 95% construction documents will be submitted for review.
- 95% submittal shall be 100% complete plans, specs, estimate ready to bid except for final owner's review comments.
- 95% review comments will be incorporated at 100%
- 100% complete CD's will be issued for bidding
- Perkins+Will will assist City in obtaining building permit

Civil:

- Existing topographic survey
- Civil Demolition Plans
- Civil Site Plan
- Grading Plan
- Utility Plan and Details with Coordination of Offsite and Onsite Utilities
- Erosion control
- Storm Water Prevention Plan (SWPPP)
- Specifications

Landscaping:

- Landscape Demolition Plan
- Landscape Plan
- Irrigation Plan and Details
- Planting Details & Plant Schedule
- Hardscape plans and details
- Specifications

April 15, 2015
Re: **New Lubbock Police Headquarters - Architectural and Engineering Services Proposal**

Architectural:

- Cover information sheet
- Site Plan and Site details
- Demolition Plans
- Floor Plans
- Roof Plans
- Reflected Ceiling Plans with Lighting
- Exterior Elevations
- Exterior Wall Sections
- Large Scale Plans of selected areas as required
- Door & room finish schedules
- Exterior Details
- Interior Elevations
- Interior Details
- Millwork Details
- Specifications and Project manual
- Security Hardware

Structural:

- Structural Repair Plans and Details
- New Structural Framing Plans and Details
- Specifications

M.E.P.:

- MEP Demolition Plans
- HVAC Plans & Details
- Electrical Plans & Details
- Lighting Plans and schedules
- Power Plans
- Plumbing Plans, Details and risers
- Security Plans with devices
- Specifications

Security, Low Voltage and Audio Visual:

- Security, Low Voltage and Audio Visual Drawings and Details
- Security, Low Voltage and Audio Visual Specifications

Signage / Graphics:

- Signage Plans and Details

Furniture Plans

- Final Furniture Plans

April 15, 2015
Re: **New Lubbock Police Headquarters - Architectural and Engineering Services Proposal**

Statement of Probable Construction Cost Estimate:

- At 50% and 95% Construction Document review, Perkins+Will will assist the Cost consultant in updating a Statement of Probable Cost.
- Perkins+Will will make necessary adjustments to the Construction Documents at 50% and 95% review in order to get the project within the established budget.

Bidding:

- Perkins+Will will assist the City of Lubbock in bidding the project to various contractors by participating in Pre-Bid conferences and by answering questions during bidding. Upon the receipt of bids, Perkins+Will will assist the City of Lubbock in qualifying bidders and bids.

Construction Administration:

Perkins+Will will perform the following services during construction:

- Conduct a Pre-Construction Meeting
- Attend bi-weekly job site meetings
- Review and processing of shop drawings and submittals
- Respond to RFI's from the contractor
- Make periodic site visits and observation as appropriate to the progress of construction
- Review contractor's Pay Applications, and provide recommendations to the City of Lubbock for the Preparation of Proposed Changes and Change Orders for the City of Lubbock's approval
- Develop Preliminary and final Punch Lists

Record drawings and specifications

- Record construction documents including the furniture documents will be provided to the City in preferred format for its use. AutoCAD v.2014 or higher, sheet drawing files and specifications in MS Word will be provided to the City of Lubbock for its use.
- Provision of a set of reproducible Record Drawings indicating changes and variations from the plans as constructed by the Contractor. Record Drawings produced by the Perkins+Will will be strictly based on marked-up drawings provided by the City's Contractor.

B. SCHEDULE

At this time, a schedule has not been established. Important milestone dates will be established with the City of Lubbock and a detailed schedule by Perkins+Will to identify phase durations, client meetings, client presentations, and detailed tasks related to each phase. Once this schedule is agreed upon by all parties, it will serve as the schedule for the project barring unforeseen factors.

C. COMPENSATION

For the Scope of Services described in Section A and within the scheduled durations described in Section B, Perkins+Will proposes a lump sum fee for basic Architectural services, exclusive of all reimbursable expenses, Owner's consultants' fees and costs, site related costs and Owner testing agencies.

April 15, 2015
Re: New Lubbock Police Headquarters - Architectural and Engineering Services Proposal

C.1 *Our Architectural and Engineering Services and fee include the following services:*

Perkins+Will will perform Architectural Programming Planning and Design, Interior Planning and Design, FF&E Design, and Base Building Signage Design as required by applicable regulations. Design and Documentation, as defined above, will include Project Management of the entire Design Team, Technical Coordination of all Architectural and Engineering Documents. Our consultant team includes the following:

Police Programming and Planning – Roth+Sheppard
Civil Engineering – Hugo Reed and Associates
Landscape/ Irrigation Design – Prairie Workshop
Structural Engineering – Thoma Engineering
Mechanical Engineering – Chambers Engineering
Electrical Engineering – Chambers Engineering
Plumbing Engineering – Chambers Engineering
Fire Protection Engineering – Chambers Engineering
AV/IT/Security - DataCom Design Group
Cost Consulting – Riddle & Goodnight

C.2 *Compensation Schedule*

As mentioned in the project description at the beginning of our proposal, our fee is based on the complete removal of the existing interiors at the existing city hall building, site and parking improvements, and exterior envelope repairs. We propose an exterior design concepts phase in order to identify modifications to update and modernize the exterior of the existing city hall. Once a concept is accepted. Perkins+Will will develop a fee proposal for this additional scope. The total square footage is approximately 105,000 SF. For the purpose of this proposal, Perkins+Will assumes the cost of the completed project to be:

• Interior Demolition City Hall ($4/SF Average x 105,000 SF)	$ 420,000
• Interior Demolition separate 2 story bldg. ($4/SF Average x 13,000 SF)	$ 52,000
• Police Headquarters Interior Finish Out (105,000 SF x $120/SF)	$ 12,600,000
• Two Story Bldg. Interior Finish Out (13,000 SF x $120/SF)	$ 1,560,000
• Site Improvements, Landscaping and Exterior Repairs	$ 1,500,000
Total Construction Cost	$ 16,132,000

Based on the projected construction cost of $16,132,000, Perkins+Will proposes a lump sum fee of 6.75% of the construction cost for a total architectural and engineering fee of $1,088,912. Per our discussion, we also propose a fee of $45,000 to develop an Exterior Design Concepts Study for both the existing city hall building and the free standing two story building described in the Schematic Design scope above. If a design concept for the exterior is selected, we will provide a proposed fee for this additional scope at that time. Perkins+Will proposes a total lump sum fee of $1,133,912 for the scope of work described above plus reimbursable expenses per Section E. It is agreed that if the

actual construction budget and cost are increased beyond the above amount projections, Perkins+Will's fees will be increased by the same percentage.

Fees by Phase:

Programming and Schematic Design (25%)	$283,478
Design Development (25%)	$283,478
Contract/Construction Documents (25%)	$283,478
Bidding and Construction Administration (25%)	$283,478
Sub Total	**$1,133,912**
Estimated Reimbursables per Section E through CD's	$50,000
BASE PROPOSAL TOTAL	**$1,183,912**

C.3 *Invoicing and Payment*

Perkins+Will will invoice monthly based upon a percentage completion of work by phase. We will modify the form and appearance of the invoice to suit the requirements of the Owner. Payment of invoices is due thirty (30) days after the receipt. Payment of all invoices is independent of the terms of any interim or construction financing agreements. Failure to make payment within thirty (30) days will result in the temporary suspension of work until all invoices are made current. Perkins+Will reserves the right to discontinue all services in the event that invoices remain unpaid after sixty (60) days.

D. SUPPLEMENTAL SERVICES

D.1 ***Additional Supplemental Services***

For supplemental services requested in addition to the scope of services defined above Perkins+Will will prepare an Additional Services Request with proposed scope and all fees identified. Perkins+Will will only proceed with the additional work by written authorization of the City of Lubbock.
Additional Services May Include:

- FF&E Services
- LEED Certification
- Graphic Design or Client Branding Services
- Structured Parking if Required

E. REIMBURSEMENT OF EXPENSES

Reimbursable Expenses are in addition to the fee for services. You agree to reimburse Perkins+Will for out of-pocket expenses, which are actual expenditures made by Perkins+Will employees and consultants in connection with the Project. The following Reimbursable Expenses are invoiced at 100% of

April 15, 2015
Re: **New Lubbock Police Headquarters - Architectural and Engineering Services Proposal**

Perkins+Will's cost: reproductions produced on Perkins+Will's premises; long distance communications; cellular telephone charges; project related websites; transportation (auto rental, taxis, buses and airfares); room and board and other expenses incurred in connection with out-of-town travel; fees paid for securing approval of authorities having jurisdiction over the Project; use of a privately owned vehicle reimbursed based at IRS approved rates; cost of any additional insurance requested by you in excess of that normally carried by Perkins+Will, the cost of outside vendor produced reproductions; on site measured as built CAD drawings; messengers; photographic production; postage and handling of documents and materials; costs of outside renderings; and models and mock-ups produced internally by Perkins+Will. For the purpose of this proposal, we have estimated reimbursable expenses in C.2 through the construction document phase. Once the project is bid and an appropriate construction schedule has been determined, we will submit an estimate for CA reimbursables based on number of site visits desired by the City.

Once again, thank you Wes for this opportunity to submit our fee proposal for your new Police Headquarters project. Please let me know if I can answer any questions.

Sincerely,
Perkins+Will

Phil Callison, AIA, LEED AP
Principal

EXHIBIT C
(New Public Works Facility)

10100 N. Central Expressway
Suite 300
Dallas, TX 75231

t 214 283 8700
f 214 283 8701
perkinswill.com

PERKINS+WILL

April 15, 2015

Wesley D. Everett
Director of Facilities Management
City of Lubbock
1625 13th St
Lubbock, TX 79414 (Via e-mail)

Re: New Lubbock Public Works Facility - Architectural and Engineering Services Proposal

Dear Wes:

Perkins+Will is pleased to submit the following proposal to the City of Lubbock for complete architectural and engineering services for the New Public Works Facility in Lubbock, Texas. This proposal is based on the following project scope and is prepared based on a traditional consultant scope of services. Based on our understanding, the Architect has made the following assumptions as a basis for this proposal.

PROJECT DESCRIPTION

Public Works Facility at the Municipal Hill Site:
This project will be on a new site in the Municipal Hill area in Lubbock, Texas. The complex will consist of a new 25,000 SF Administration Building, A new 10,000 SF materials storage warehouse, and a secure yard for city service vehicles and material storage.

A. SCOPE OF SERVICES
Based on the Facility Assessment, a full team effort will be required by all disciplines of our team. Our scope will include:

Programming, Master Planning, and Schematic Design:

- **Public Works Visioning and Programming** – Perkins+Will will develop a comprehensive vision program of all public works departments, services, and spaces that will be the basis for design of the New Public Works Building. This will consist of a visioning session with city leaders in order to capture your vision for the new facility. We will also utilize questionnaires to department leaders, on site observations and assessment of spaces in use currently at the existing facility, and a series of departmental meetings. We will establish current space needs and also growth projections for each department. Also included in the Program will be desired adjacencies for optimum efficiency as well as public interaction requirements. We will conduct a presentation of the New Public Works Program to city leaders and answer question and make revisions where desirable.

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Re: **New Lubbock Public Works Facility - Architectural and Engineering Services Proposal**

Master Planning and Schematic Design;

- Perkins+Will will conduct Bi-weekly meetings during Schematic Design with the client team to review needs and progress.
- Perkins+Will will perform a detailed site analysis of the selected site indicating all site influencers on the overall building placement and design.
- Perkins+Will will develop up to 3 master plans with site and building concepts and finalize one Schematic Design concept, selected by City staff to incorporate into Design Development and submitted to City for their review.
- Perkins+Will will develop a 3D Working Model as part of the Schematic Design Package. Final renderings will be developed at the conclusion of design development.
- During Schematic Design review, Perkins+Will will assist the Cost Consultant in developing a Statement of Probable Cost that includes all construction related costs for the site.
- Perkins+Will will make necessary adjustments to the Schematic Design in order to get the project within the established construction budget.
- Perkins+Will will develop a draft Schematic Design Package in an 11X17 format with plans, elevations, specification outline, proposed exterior finishes, and a Statement of Probable Cost.
- Perkins+Will will finalize Schematic Design Package incorporating revisions from City.
- Perkins+Will will attend city presentations for the project and assist staff in preparation for these meetings.
- Perkins+Will will prepare meeting minutes for all design meetings.
- Deliverables for Schematic Design Phase Include:
    1. 3 copies in 3-Ring Binders of final SD Report including plans, 3D model, outline specifications, finish allowances, consultant narratives, and statement of probable cost.

Design Development:

Using the approved Schematic Design, Perkins+Will will lead the design team in developing the various components of the design through Design Development. The deliverables for the Design Development Phase include:

- Perkins+Will will conduct Bi-weekly meetings during Design Development with the client team to review needs and progress.

Civil:

- Demolition Plans
- Preliminary grading plan
- Preliminary utility layout and/or storm water layout plan
- Diagrammatic site plan
- Revised topographic site plan
- Erosion control plan

April 15, 2015
Re: **New Lubbock Public Works Facility - Architectural and Engineering Services Proposal**

Landscape:

- Rendered Planting site plan showing conceptual landscaping / hardscaping

Architectural:

- Cover information sheet
- Site Plan with conceptual landscape / hardscape
- Floor Plans (with furniture layout)
- Dimension Control Plan
- Roof Plans
- Reflected Ceiling Plans
- Exterior Elevations
- Interior Elevations
- Typical exterior wall sections
- Door & room finish schedules
- Typical Millwork Details
- Outline specifications
- Preliminary colors, finishes and materials board for Interiors and Exterior
- Renderings (2 Exterior, 2 Interior)

Structural:

- Structural Foundation Plans
- Diagrammatic Structural Framing Plans

M.E.P.:

- Single Line HVAC Plan & Details
- Electrical Plan & Details
- Lighting Plan
- Power Plan
- Plumbing water & waste

Security, Low Voltage and Audio Visual:

- Preliminary Security, Low Voltage and Audio Visual Drawings
- Preliminary Security, Low Voltage and Audio Visual Outline Specifications

Furniture Plans

- Preliminary Furniture Plan(s)

Signage / Graphics:

- Preliminary interior and exterior signage/ graphics to be integrated into the architectural design.
- Interior graphics will comply with Texas Accessibility Standards and ADA.
- Preliminary design of exterior signage or a monument sign to compliment building design.

April 15, 2015
Re: **New Lubbock Public Works Facility - Architectural and Engineering Services Proposal**

Probable Construction Cost Estimate:

- During Design Development review, Perkins+Will will assist the Cost Consultant in updating a Statement of Probable Cost for the project.
- Perkins+Will will make necessary adjustments to the Design Development package in order to get the project within the construction budget that was established at the conclusion of Schematic Design.

Design Development Deliverable:

- Perkins+Will will prepare, summarize, and incorporate and present all aspects of the building design, size and scope of the project into a Design Development Package. The deliverable will include the Project Description, Outline Specifications, area summaries, individual specialty engineering system summaries, as appropriate, project preconstruction schedule, summary of design criteria and the Design Development Drawings. These Documents once approved with the Design Development cost estimate will release our team to move into the Construction Documents phase.

Construction Documents:

- Based on the approved Design Development Package, Perkins & Will will prepare Construction Documents consisting of drawings and specifications in CSI format that describe in detail the work to be completed.
- Perkins+Will will also assist the City of Lubbock as necessary in preparing other forms or information necessary required for bidding, Including reviewing the City of Lubbock's general conditions, bid forms and owner / contractor agreement.
- Perkins+Will will submit drawings to the State of Texas for compliance review with the Texas Accessibility Standards and will assist the City of Lubbock in securing permits for construction.
- Perkins+Will will attend progress meetings during the CD Phase at 50%, 95%, and 100% and will provide pertinent progress prints at project meetings
- Copies of 50% and 95% construction documents will be submitted for review.
- 95% submittal shall be 100% complete plans, specs, estimate ready to bid except for final owner's review comments.
- 95% review comments will be incorporated at 100%
- 100% complete CD's will be issued for bidding
- Perkins+Will will assist City in obtaining building permit

Civil:

- Existing topographic survey
- Civil Demolition Plans
- Civil Site Plan
- Grading Plan
- Utility Plan and Details with Coordination of Offsite and Onsite Utilities
- Erosion control
- Storm Water Prevention Plan (SWPPP)
- Specifications

April 15, 2015
Re: **New Lubbock Public Works Facility - Architectural and Engineering Services Proposal**

Landscaping:

- Landscape Plan
- Irrigation Plan and Details
- Planting Details & Plant Schedule
- Hardscape plans and details
- Specifications

Architectural:

- Cover information sheet
- Site Plan and Site details
- Floor Plans
- Dimension Control Plans
- Roof Plans
- Reflected Ceiling Plans with Lighting
- Exterior Elevations
- Exterior Wall Sections
- Large Scale Plans of selected areas as required
- Door & room finish schedules
- Exterior Details
- Interior Elevations
- Interior Details
- Millwork Details
- Specifications and Project manual
- Security Hardware

Structural:

- Structural Foundations Plans
- Structural Framing Plans and Details
- Specifications

M.E.P.:

- HVAC Plans & Details
- Electrical Plans & Details
- Lighting Plans and schedules
- Power Plans
- Plumbing Plans, Details and risers
- Security Plans with devices
- Specifications

Security, Low Voltage and Audio Visual:

- Security, Low Voltage and Audio Visual Drawings and Details
- Security, Low Voltage and Audio Visual Specifications

Signage / Graphics:

- Signage Plans and Details

Furniture Plans

- Final Furniture Plans

Statement of Probable Construction Cost Estimate:

- At 50% and 95% Construction Document review, Perkins+Will will assist the Cost consultant in updating a Statement of Probable Cost.
- Perkins+Will will make necessary adjustments to the Construction Documents at 50% and 95% review in order to get the project within the established budget.

Bidding:

- Perkins+Will will assist the City of Lubbock in bidding the project to various contractors by participating in Pre-Bid conferences and by answering questions during bidding. Upon the receipt of bids, Perkins+Will will assist the City of Lubbock in qualifying bidders and bids.

Construction Administration:

Perkins+Will will perform the following services during construction:

- Conduct a Pre-Construction Meeting
- Attend bi-weekly job site meetings
- Review and processing of shop drawings and submittals
- Respond to RFI's from the contractor
- Make periodic site visits and observation as appropriate to the progress of construction
- Review contractor's Pay Applications, and provide recommendations to the City of Lubbock for the Preparation of Proposed Changes and Change Orders for the City of Lubbock's approval
- Develop Preliminary and final Punch Lists

Record drawings and specifications

- Record construction documents including the furniture documents will be provided to the City in preferred format for its use. AutoCAD v.2014 or higher, sheet drawing files and specifications in MS Word will be provided to the City of Lubbock for its use.
- Provision of a set of reproducible Record Drawings indicating changes and variations from the plans as constructed by the Contractor. Record Drawings produced by the Perkins+Will will be strictly based on marked-up drawings provided by the City's Contractor.

B. SCHEDULE

At this time, a schedule has not been established. Important milestone dates will be established with the City of Lubbock and a detailed schedule by Perkins+Will to identify phase durations, client meetings, client presentations, and detailed tasks related to each phase. Once this schedule is agreed upon by all parties, it will serve as the schedule for the project barring unforeseen factors.

April 15, 2015
Re: **New Lubbock Public Works Facility - Architectural and Engineering Services Proposal**

C. COMPENSATION

For the Scope of Services described in Section A and within the scheduled durations described in Section B, Perkins+Will proposes a lump sum fee for basic Architectural services, exclusive of all reimbursable expenses, Owner's consultants' fees and costs, site related costs and Owner testing agencies.

C.1 *Our Architectural and Engineering Services and fee include the following services:*

Perkins+Will will perform Architectural Programming Planning and Design, Interior Planning and Design, FF&E Design, and Base Building Signage Design as required by applicable regulations. Design and Documentation, as defined above, will include Project Management of the entire Design Team, Technical Coordination of all Architectural and Engineering Documents. Our consultant team includes the following:

Civil Engineering – Hugo Reed and Associates
Landscape/ Irrigation Design – Prairie Workshop
Structural Engineering – Thoma Engineering
Mechanical Engineering – Chambers Engineering
Electrical Engineering – Chambers Engineering
Plumbing Engineering – Chambers Engineering
Fire Protection Engineering – Chambers Engineering
AV/IT/Security - DataCom Design Group
Cost Consulting – Riddle & Goodnight

C.2 *Compensation Schedule*

As mentioned in the project description at the beginning of our proposal, our fee is based on a new ground up Public Works Facility consisting of a 25,000 SF administration building, a new warehouse of approximately 10,000 SF for storage of materials, and a new secured service yard for city service vehicles. Perkins+Will proposes a total lump sum fee of $750,000 for the scope of work described above plus reimbursable expenses per Section E.

Fees by Phase:

Programming, Master Planning and Schematic Design (25%)	$187,500
Design Development (25%)	$187,500
Contract/Construction Documents (25%)	$187,500
Bidding and Construction Administration (25%)	$187,500
SUB TOTAL	**$750,000**
Estimated Reimbursables per Section E through CD's	$ 30,000
BASE PROPOSAL TOTAL	**$780,000**

April 15, 2015
Re: **New Lubbock Public Works Facility - Architectural and Engineering Services Proposal**

C.3 *Invoicing and Payment*

Perkins+Will will invoice monthly based upon a percentage completion of work by phase. We will modify the form and appearance of the invoice to suit the requirements of the Owner. Payment of invoices is due thirty (30) days after the receipt. Payment of all invoices is independent of the terms of any interim or construction financing agreements. Failure to make payment within thirty (30) days will result in the temporary suspension of work until all invoices are made current. Perkins+Will reserves the right to discontinue all services in the event that invoices remain unpaid after sixty (60) days.

D. SUPPLEMENTAL SERVICES

D.1 ***Additional Supplemental Services***
For supplemental services requested in addition to the scope of services defined above Perkins+Will will prepare an Additional Services Request with proposed scope and all fees identified. Perkins+Will will only proceed with the additional work by written authorization of the City of Lubbock.

E. REIMBURSEMENT OF EXPENSES

Reimbursable Expenses are in addition to the fee for services. You agree to reimburse Perkins+Will for out of-pocket expenses, which are actual expenditures made by Perkins+Will employees and consultants in connection with the Project. The following Reimbursable Expenses are invoiced at 100% of Perkins+Will's cost: reproductions produced on Perkins+Will's premises; long distance communications; cellular telephone charges; project related websites; transportation (auto rental, taxis, buses and airfares); room and board and other expenses incurred in connection with out-of-town travel; fees paid for securing approval of authorities having jurisdiction over the Project; use of a privately owned vehicle reimbursed based at IRS approved rates; cost of any additional insurance requested by you in excess of that normally carried by Perkins+Will, the cost of outside vendor produced reproductions; measured as built CAD drawings; messengers; photographic production; postage and handling of documents and materials; costs of outside renderings; and models and mock-ups produced internally by Perkins+Will. For the purpose of this proposal, we have estimated reimbursable expenses in C.2 through the construction document phase. Once the project is bid and an appropriate construction schedule has been determined, we will submit an estimate for CA reimbursables based on number of site visits desired by the City.

Once again, thank you Wes for this opportunity to submit our fee proposal for your new Public Works Facility project. Please let me know if I can answer any questions.

Sincerely,
Perkins+Will

Phil Callison, AIA, LEED AP
Principal

EXHIBIT D
(Insurance Certificates/Endorsements)

CERTIFICATE OF LIABILITY INSURANCE

7/1/2015

DATE (MM/DD/YYYY): 4/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: LOCKTON COMPANIES 444 W. 47TH STREET, SUITE 900 KANSAS CITY MO 64112-1906 (816) 960-9000	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1075418 PERKINS & WILL, INC 1001 MCKINNEY, SUITE 1300 HOUSTON TX 77002	INSURER A: Zurich American Insurance Company — NAIC # 16535 INSURER B: St. Paul Fire and Casualty Insurance Co — 40967 INSURER C: Lloyds & London Co (Paragon-London) INSURER D: INSURER E: INSURER F:

COVERAGES PERWI **CERTIFICATE NUMBER:** 13463731 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	Y	Y	GLO9670765	7/1/2014	7/1/2015	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	Y	Y	BAP9670773	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	ZUP-14R-97086-14-NF	7/1/2014	7/1/2015	EACH OCCURRENCE AGGREGATE $	$ 1,000,000 $ 1,000,000 $ XXXXXXX
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WC9670774	7/1/2014	7/1/2015	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
C	PROFESSIONAL LIABILITY	N	N	LDUSA1401441	7/1/2014	7/1/2015	$2,000,000 PER CLAIM/$2,000,000 AGGREGATE	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: MUNICIPAL FACILITIES RENOVATIONS. CITY OF LUBBOCK IS AN ADDITIONAL INSURED AS RESPECTS TO GENERAL AND AUTO LIABILITY, GENERAL LIABILITY IS PRIMARY AND NON-CONTRIBUTORY AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION APPLIES TO GENERAL AND AUTO LIABILITY, AND WORKERS COMPENSATION WHERE ALLOWED BY STATE LAW AND AS REQUIRED BY WRITTEN CONTRACT.

CERTIFICATE HOLDER

13463731
CITY OF LUBBOCK
MS. MARTA ALVAREZ, DIRECTOR
OF PURCHASING & CONTRACT MANAGEMENT
1625 13TH STREET
LUBBOCK TX 79401

CANCELLATION See Attachments

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joseph M Arnold

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POLICY NUMBER: GLO9670765 **COMMERCIAL GENERAL LIABILITY**

CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – scheduled person or organization

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	**Location(s) Of Covered Operations**
ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT TO PROVIDE ADDITIONAL INSURED COVERAGE.	ANY LOCATION WHERE YOU HAVE AGREED, AGREEMENT OR PERMIT TO PROVIDE ADDITIONAL INSURED COVERAGE FOR COMPLETED OPERATIONS
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or

2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

2. That portion of "your work" out of which the injury or damage arises has been put to its

intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 07 04

© ISO Properties, Inc., 2004

Miscellaneous Attachment: M452183
Certificate ID: 13463731

POLICY NUMBER:
GLO 9670765

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:
Any person or organization that requires you to waive your rights of recovery in a written contract or agreement with the Named Insured that is executed prior to the accident or loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV - Conditions:**

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

© Insurance Services Office, Inc., 2008

Miscellaneous Attachment: M103419
Certificate ID: 13463731

Other Insurance Agreement - Primary and Non-Contributory

Policy No.: GLO9670765

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Any person or organization with whom you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage.

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance, is amended per the following:

1. The following paragraph is added under **a. Primary Insurance:**

   This insurance is primary insurance as respects our coverage to an additional insured person or organization, where the written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added under **b. Excess Insurance:**

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence," "claim," or "suit." This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

U-GL-1327-A

Miscellaneous Attachment: M448692
Certificate ID: 13463731

Other Insurance Agreement - Primary and Non-Contributory

Policy No.: GLO9670765

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Any person or organization with whom you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage.

This endorsement modifies insurance provided under the:
Commercial General Liability Coverage Part

SECTION IV. COMMERCIAL GENERAL LIABILITY CONDITIONS 4. Other Insurance, is amended per the following:

1. The following paragraph is added under **a. Primary Insurance:**

   This insurance is primary insurance as respects our coverage to an additional insured person or organization, where the written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured person or organization is a Named Insured.

2. The following paragraph is added under **b. Excess Insurance:**

   This insurance is excess over:

   Any of the other insurance, whether primary, excess, contingent or on any other basis, available to an additional insured, in which the additional insured on our policy is also covered as an additional insured by attachment of an endorsement to another policy providing coverage for the same "occurrence," "claim," or "suit." This provision does not apply to any policy in which the additional insured is a Named Insured on such other policy and where our policy is required by written contract or written agreement to provide coverage to the additional insured on a primary and non-contributory basis.

Any provisions in this Coverage Part not changed by the terms and conditions of this endorsement continue to apply as written.

U-GL-1327-A

Miscellaneous Attachment: M448692
Certificate ID: 13463731

POLICY NUMBER: SEE ATTACHED CERTIFICATE

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 07/01/2014

Named Insured: PERKINS+WILL, INC.

SCHEDULE

Name of Person(s) or Organization(s):

ANY PERSON OR ORGANIZATION WITH WHOM YOU HAVE AGREED, THROUGH WRITTEN CONTRACT, AGREEMENT OR PERMIT, TO PROVIDE PRIMARY ADDITIONAL INSURED COVERAGE.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

CA 20 48 02 99

Miscellaneous Attachment: M103389
Certificate ID: 13463731

Waiver Of Transfer Of Rights Of Recovery Against Others To Us

Policy No.: See attached certificate

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Named Insured: Perkins + Will, Inc.

Address (including ZIP code): 2 Bryant Street
San Francisco, CA 94107

This endorsement modifies insurance provided under the:

Business Auto Coverage Form
Truckers Coverage Form
Garage Coverage Form
Motor Carrier Coverage Form

SCHEDULE

Name of Person or Organization:

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY.

We waive any right of recovery we may have against the designated person or organization shown in the schedule because of payments we make for injury or damage caused by an "accident" or "loss" resulting from the ownership, maintenance or use of a covered "auto" for which a Waiver of Subrogation is required in conjunction with work performed by you for the designated person or organization. The waiver of applies only to the designated person or organization shown in the schedule.

U-CA-320-B CW

Miscellaneous Attachment: M103417
Certificate ID: 13463731

WORKERS COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

ALL PERSONS AND/OR ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT WITH THE INSURED, THAT WAIVER OF SUBROGATION BE PROVIDED UNDER THIS POLICY FOR WORK PERFORMED BY YOU FOR THAT PERSON AND/OR ORGANIZATION.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective: 07/01/14
Insured Perkins + Will, Inc. Policy No: WC9670774

Insurance Company
Zurich American Insurance Company

WC 00 03 13

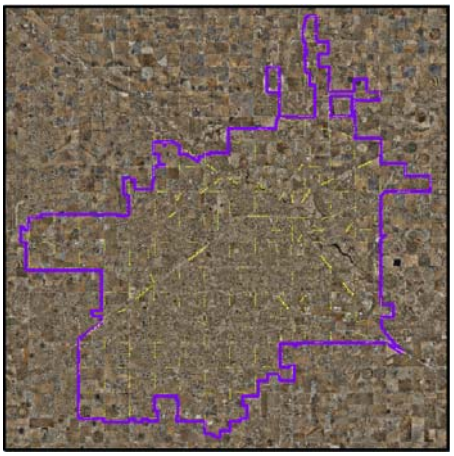
Miscellaneous Attachment: M103930
Certificate ID: 13463731

City of Lubbock, TX
Capital Project
Project Cost Detail
May 14, 2015

Capital Project Number	92369
Capital Project Name	Municipal Facilities Replacement/Renovations

		Budget
Encumbered/Expended		
Amco Electric -Safety/Security Lighting	$	35,000
Environmental Services Agency Contract 12227		252,430
Appraisal Fees		3,750
Cleanup and weed removal		1,800
Agenda Item May 14, 2015 Council		
Perkins + Will Design Contract 12065		4,960,732
Encumbered/Expended To Date		5,253,712
Estimated Costs for Remaining Appropriation		
Design/Environmental/Construction		4,946,288
Remaining Appropriation		4,946,288
Total Appropriation	$	10,200,000

Project Name **Municipal Facilities Replacements/Renovations** *Project Number* **92369**



Managing Department **Facilities Management**

Project Manager **Wesley Everett**

Project Classification **Replacement Facility**

Project Status **Approved**

Project Scope

The project includes land or building acquisition; construction of new facilities; and renovations and/or upgrades to existing facilities including the property located at 1206 14th Street, City Hall, and other buildings as funding allows. The project also includes all costs related to design and engineering and professional services as related to acquisition, remodeling, construction, or renovations and upgrades.

Project Justification

The project will replace the current City Hall with a renovated facility in the former Omni Building that will provide enough space to allow the City to locate most departments within one facility.

The project will also renovate the current City Hall into a new Police facility that will replace the facility at Municipal Square.

The following is a brief summary of the concerns and findings of the 2014 Citizens Advisory Committee related to the existing police facility:

- Safety – Stress cracks in offices, concerns of structure support in basement, areas of facility are unfit for use, exposure to asbestos, cracked or broken tiles that are too many to count, holes in walls, restrooms with rancid odor, backed up sewage in the basement, break rooms with no running water for personal hygiene, and spacing concerns that place support staff within arm's reach of criminals being walked through facility.
- Privacy – Property crimes areas have cubicles for work spaces where victims, witnesses and suspects are interviewed and deprive people of their expectation of privacy as they share information with detectives.
- Recruitment – The current police station not only sends a negative message about the value we place on public safety, but in effect, is detrimental to allowing us to attract and retain our current police staff.
- Supervision – Sections of the department's personnel are completely disjointed and inaccessible to others in their department and there is a concern among the committee that the housing should be more logical in nature.
- Recommendation - The Citizen's Advisory Committee report gave the recommendation to replace the substandard facility with a modern facility that will better serve the needs of our police as well as our community.

Project History

$10.2 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Land Acquisition	5,000,000	0	0	0	0	0	0	5,000,000
Construction	0	0	52,800,000	0	0	0	0	52,800,000
Design and Engineering	5,200,000	0	0	0	0	0	0	5,200,000
Total Project Appropriation	10,200,000	0	52,800,000	0	0	0	0	63,000,000

Regular City Council Meeting **6. 24.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12328, an agreement with Parkhill Smith & Cooper (PSC) for professional architectural and engineering services for the renovations of the LP&L offices located at 402 East Municipal Drive.

Item Summary

This $65,800 contract includes professional services related to the design, plans, specifications, and estimates of the renovations of approximately 6,396 sq-ft of Office space at the LPL Department on Municipal Hill. The Scope includes: Schematic Design Documents, Opinion of Probable Construction Cost, Design Development Documents, Construction Documents (Plans and Specifications), Bidding and limited Construction Administration.

Parkhill Smith & Cooper (PSC) was selected for this project based on their expertise of this type of renovating facilities and related work on the facility due to storm damage (Contract #11433 dated September 16, 2013 and contract #11835 dated May 8, 2014). This project was developed as a result of the June 2013 storm that went through the Lubbock area. The storm damaged this facility, requiring total abandonment and partial gutting of the the interior walls, ceilings and floor covering of the damaged areas. Time frame of contract will be three hundred (300) calendar days.

Fiscal Impact

Funding for the contract is from the Risk Fund. This is one of the facilities damaged in the June 2013 storm.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & Contract - Parkhill, Smith & Cooper

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12328, for professional architectural and professional services related to the renovations of the Lubbock Power and Light offices at the Municipal Hill location for a fixed fee in the amount of $65,800.00, by and between the City of Lubbock and Parkhill, Smith, & Cooper, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this ____ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

WD Everett
Wesley D. Everett, Director of Facilities Management

APPROVED AS TO FORM:

Laura A Pratt
Laura Pratt, Assistant City Attorney

Resolution - PSC Municipal Hill 5 5 15
May 5, 2015

CONTRACT# 12328

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement ("Agreement"), effective as of the 28th day of May 2015, is by and between City of Lubbock, Texas ("City"), a Texas home rule municipal corporation, and Parkhill Smith & Cooper ("PSC"), a Texas "Corporation".

WITNESSETH

WHEREAS, the City desires to obtain professional Architectural services related to the Renovations of the LPL Offices located at 402 East Municipal Drive, Lubbock, Texas (the "Project"); and

WHEREAS, PSC has a professional staff experienced and is qualified to provide professional Architectural services related to the Project, and will provide the services, as defined below, for the price provided herein, said price stipulated by City and PSC to be a fair and reasonable price; and

WHEREAS, the City desires to contract with PSC to provide professional Architectural services related to the Project and PSC desires to provide the services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and PSC hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of at least three hundred (300) days, as set forth in the receipt of the Notice to Proceed. The term may be altered by subsequent amendments of this Agreement, with the written and authorized consent of both parties.

ARTICLE II. SERVICES AND COMPENSATION

PSC shall perform the services described in Exhibit A with regard to the Project and payment shall be due and payable upon receipt in accordance with work provided. Payments due PSC under this Agreement shall be electronically transferred either by ACH, or wire transfer to the bank account and in accordance with the bank instructions identified in PSC's most recent invoice in immediately available funds no later than the payment due date. Invoice number, project name and Contract Number shall be referenced in the bank wire reference fields or the ACH addenda information. In the event that such electronic funds transfer methods are not available to City, then payments due PSC under this Agreement shall be made by check and mailed to the Address identified in the remittance instructions

on PSC's most recent invoice. The Remittance Advice document shall be mailed with the check to the address.

ARTICLE III. TERMINATION

A. General. City may terminate this Agreement, for any reason or convenience, upon thirty (30) days written notice to PSC. In the event this Agreement is so terminated, the City shall only pay PSC for services actually performed by PSC up to the date PSC is deemed to have received notice of termination as provided herein.

B. Termination and Remedies. In the event PSC breaches any term and/or provision of this Agreement the City shall be entitled to exercise any right or remedy available to it by this Agreement, at law or equity, including without limitation, termination of this Agreement and assertion of action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any other right or remedy and all other rights and remedies shall be cumulative.

ARTICLE IV. NON-ARBITRATION

A. The City reserves the right to exercise any right or remedy available to it by law, contract equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. PSC is a Corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by PSC. This Agreement constitutes legal, valid, and binding obligations of PSC and is enforceable in accordance with the terms thereof.

C. Professional. PSC maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and are familiar with applicable laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the activities contemplated hereby.

D. Performance. PSC will and shall conduct all activities contemplated by this Agreement in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional Architectural services, and comply with applicable laws, rules, and regulations, both state and federal, relating to professional Architectural services, as contemplated hereby.

E. Use of Copyrighted Material. PSC warrants that any materials provided by PSC for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party that is

protected under the Copyright Act or any other law, statute, rule, order, regulation or ordinance relating to the use or reproduction of materials. PSC shall be solely responsible for ensuring that any materials provided by PSC pursuant to this Agreement satisfy this requirement and PSC agrees to indemnify and hold City harmless from all liability or loss caused to City or by to which City is exposed on account of PSC's failure to perform this duty.

F. PSC shall perform in a manner consistent with that degree of care and skill normally practiced by members of the Architectural profession currently performing services of a similar nature, and circumstances at the same time and similar locality. If, during the six month period following the earlier of completion or termination of the Project it is shown there is an error in the Project caused solely by PSC's failure to meet such standards, and City has promptly notified PSC in writing of any such error within that period, PSC shall perform, at PSC's cost, such corrective Architectural services within the original Scope of Services as may be necessary to remedy such error.

ARTICLE VI. SCOPE OF WORK

PSC shall accomplish the following:

Professional Architectural and related Professional Services related to the Renovations of the LPL Offices at the Municipal Hill, as defined in Exhibit "A".

ARTICLE VII. INDEPENDENT CONSULTANT STATUS

PSC and City agree that PSC shall perform the duties under this Agreement as an independent consultant and shall be considered as independent consultant under this Agreement and/or in its activities hereunder for all purposes. PSC has the sole discretion to determine the manner in which the services are to be performed. During the performance of the Project under this Agreement, PSC and PSC's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

PSC shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein as described in Exhibit B.

PSC shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of PSC to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:
Each Occurrence: $1,000,000

Professional Liability:
Per Claim (Tail Clause Required): $1,000,000

Automobile Liability:
Combined Single Limit for any auto: $500,000 Per Occurrence

PSC shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, Professional Liability coverage, as specified above for PSC, protecting City against direct losses caused by the professional negligence of the approved subcontractor or sub-consultant.

The City shall be named as additional insured with respect to the the Automobile Liability and Commercial General Liability on a primary and non contributory basis and shall be granted a waiver of subrogation under those policies. PSC shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate. Copies of all endorsements are required.

PSC shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, PSC shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that PSC maintains said coverage. PSC may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

Tail Clause –Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained, at Architect's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this contract and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the work specified in the contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

If at any time during the life of the Agreement or any extension hereof, PSC fails to maintain the required insurance in full force and effect, PSC shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

PSC may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of PSC provided that City approves the retaining of Sub-consultants. PSC is at all times responsible to City to perform the Project as provided in this Agreement and PSC is in no event relieved of any obligation under this Contract upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by PSC shall be required to carry, for the protection and benefit of the City and PSC and naming said third parties as additional insureds, insurance as described above in this Agreement.

ARTICLE X. CONFIDENTIALITY

PSC shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

ARTICLE XI. INDEMNITY

PSC SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF PSC, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OF OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OF TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

PSC shall comply with applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from PSC to City or City to PSC is required or permitted by this Agreement and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. PSC 's Address. PSC 's address and numbers for the purposes of notice are:

Mike Moss, A.I.A. – Firm Principal
4222 85th Street
Lubbock, TX 79423
Telephone: (806) 473-2200
Email: mmoss@team-psc.com

C. City's Address. The City's address and numbers for the purposes of notice are:

City of Lubbock
Attn: Wesley D. Everett – Director Facilities Management
P. O. Box 2000
1625 13th Street
Lubbock, TX 79457
Telephone: (806) 775 – 2275
Email: Weverett@mylubbock.us

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Agreement, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA

City shall furnish PSC any available data in the possession of the City pertinent to PSC's Services, so long as City is entitled to rely on such data for the performance of PSC's Services under this Agreement (the "Provided Data"). PSC shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Agreement are inserted in this Agreement strictly for the parties' convenience in identifying the provisions to this Agreement and shall not be given any effect in construing this Agreement.

B. Audit. PSC shall provide access to its books and records to the City. The City may audit, at its expense and during normal business hours, PSC's books and records with respect to this Agreement between PSC and City.

C. Records. PSC shall maintain records that are necessary to substantiate the services provided by PSC.

D. Assignability. PSC may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and PSC, and in the case of City, its respective successors, legal representatives, and assigns, and in the case of PSC, its permitted successors and assigns.

F. Construction and Venue. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS AGREEMENT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Agreement is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstances, the remainder of this Agreement and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Agreement shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Agreement, and duly authorized and executed by PSC and City.

I. Entire Agreement. This Contract, including Exhibits "A" and "B", attached hereto, contains the entire Agreement between the City and PSC, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between PSC and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by PSC as part of the Project hereunder, shall become the property of the City when PSC has been compensated as set forth in Article II, above. PSC shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either City or PSC of a breach of this Agreement must be in writing to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and PSC.

N. Extent of Responsibility. PSC does not guarantee that proposals, bids or actual project costs will not vary from PSC's opinions of probable cost or that actual schedules will not vary from PSC's projected schedules. PSC shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to PSC, to fulfill contractual responsibilities to the Client or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to PSC in Exhibit A, Scope of Services.

O. Unforeseen Circumstances. Except for Client's obligation to make payments, neither party shall be in default hereunder to the extent such default is caused by a cause or circumstance beyond such party's reasonable control. PSC shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

P. Non-appropriation. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last of the then-current fiscal year or when the appropriation made for the then current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

Glen C. Robertson
Mayor

Parkhill Smith & Cooper

Mike Moss, A.I.A.
Firm Principal

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:

Wesley D. Everett

APPROVED AS TO FORM:

for: Chad Weaver - City Attorney

EXHIBIT A

Exhibit A

PARKHILLSMITH&COOPER
PSC

4222 85th Street
Lubbock, Texas 79423
806.473 2200

April 8, 2015

Mr. Wes Everett
City of Lubbock
Facilities Manager
PO Box 2000
Lubbock, Texas 79457

RE: Agreement for Professional Services for the Interior Renovation of your existing office, an existing space totaling approximately 6,396 sq. ft.

Dear Mr. Everett,

Parkhill, Smith & Cooper, Inc. (A/E) is pleased to have the opportunity to provide Architectural and Engineering services to you and Lubbock Power & Light (the Owner) for the interior renovation and remodel of your existing office space located at 402 Municipal Drive in Lubbock, Texas (the Project).

We understand the Scope of Services you require to be:

1. The A/E will review the program furnished by the Owner to ascertain the requirements of the Project and will arrive at mutual understanding of such requirements with the Owner.

2. Based on the mutually agreed upon program, schedule and construction budget requirements, the A/E will prepare (for approval by the Owner) Schematic Design Documents consisting of drawings and other documents illustrating the scale and relationship of Project components.

3. The A/E will submit to the Owner a preliminary Opinion of Probable Construction Cost based on current area, volume and other unit costs.

4. Based on the approved Schematic Design Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the A/E will prepare (for approval by the Owner) Design Development Documents setting forth the final configuration of the buildings and the products to be used for the construction of the Project.

5. Based on the approved Design Development Documents and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Owner, the A/E will prepare (for approval by the Owner) Construction Documents consisting of Drawings and Specifications setting forth the requirements for the construction of the Project.

6. The A/E will assist the Owner in the preparation of necessary bidding information, bidding forms, the Conditions of the Contract, and the form of Agreement between the Owner and the Contractor.

7. The A/E will advise the Owner of any adjustments to previous Opinion of Probable Construction Cost required by changes to the scope or market conditions.

8. The A/E will inform the Owner to the best of their knowledge and will assist the Owner in connection with the Owner's responsibility for filing documents required for approval of governmental authorities having jurisdiction over the Project.

9. The A/E, following the Owner's approval of the Construction Documents and of the latest Opinion of Probable Cost, will assist the Owner in obtaining bids or negotiating proposals and assist in awarding and preparing contracts for construction of the Project.

10. The A/E will be the representative of and will advise and consult with the Owner during construction until the final payment to the Contractor is due. The A/E will have authority to act on behalf of the Owner only to the extent provided in this Agreement unless otherwise modified by written instrument.

11. The A/E will visit the site at intervals appropriate to the stage of construction or as otherwise agreed by the Owner and A/E in writing to become familiar with the progress and quality of the Work completed and to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract Documents. However, the A/E will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of on-site observation as an architect, the A/E will keep the Owner informed of the progress and quality of the Work.

12. Based on the A/E's observations and evaluations of the Contractor's Applications for Payment, the A/E will review and certify the amounts due the Contractor.

Specifically excluded from our scope of services are:

- Surveys and Geotechnical Reports
- Asbestos and Hazardous Materials Studies
- Third-party Independent Construction Inspection Services
- Construction Material Testing

Our fee for the services described above will be based on a lump sum amount of $64,200 and will be billed on a percentage complete method. Should the scope of services described above change during the Project, the lump sum amount will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using the A/E's standard hourly rate schedule.

Reimbursable expenses will be billed at invoice cost plus a fifteen percent markup for handling costs. Reimbursable expenses include, but are not limited to, mileage, fax communication, long distance phone charges, photographs, postage, reproductions/copies, color plots/prints, accessibility review and inspection fees, reproduction of Contract Documents and reports. We estimate these expenses to be approximately $1,600.00.

Current Texas law does not provide for taxes on professional services other than taxes included with licensing fees. All licensing fees are included in our overhead and will not be in addition to the hourly rates / fees enclosed. However, the legislature is studying different taxation methods including taxes on professional services. If legislation is passed to that effect, taxes (if applicable) will be in addition to the hourly rates / fees enclosed.

Many issues such as the Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS) and hazardous materials are of great concern to both building owners and to architects. The enclosed **Standard Conditions** gives a brief explanation of several of those issues and defines the roles and responsibilities for each party involved in this agreement. We will be glad to discuss these issues with you at your convenience.

You may indicate your acceptance of this agreement and the attached Standard Conditions by returning one signed copy of this letter to our office. Unless another date is specified, we will consider receipt of the letter as authorization to proceed.

We appreciate the opportunity to provide professional services to you and look forward to the successful completion of your project. If you have any questions please do not hesitate to call us.

Sincerely,

PARKHILL, SMITH & COOPER, INC. (A/E)

By_____
Bill Noonan, AIA
Firm Principal

By_____
David R. German, AIA
Project Architect

LUBBOCK POWER & LIGHT (OWNER)

Accepted By:_____

Title:_____

Date:_____

IN DUPLICATE

DRG/tls

Enclosures

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas."

Parkhill, Smith & Cooper, Inc.
Hourly Rate Schedule
Current through December 31, 2015

Client: City of Lubbock
Project: Interior Renovation of existing Office
Agreement Date: April 8, 2015

January 1, 2015

Classification	Hourly Rate
PROFESSIONAL LEVEL VII	
Mechanical & Electrical	$214.00
Civil & Structural	$208.00
Architect, Landscape & Interior	$198.00
PROFESSIONAL LEVEL VI	
Mechanical & Electrical	$197.00
Civil & Structural	$190.00
Architect, Landscape & Interior	$180.00
PROFESSIONAL LEVEL V	
Mechanical & Electrical	$175.00
Civil & Structural	$171.00
Architect, Landscape & Interior	$160.00
PROFESSIONAL LEVEL IV	
Mechanical & Electrical	$143.00
Civil & Structural	$140.00
Architect, Landscape & Interior	$130.00
Resident Project Representative	$130.00
Technologist	$130.00
PROFESSIONAL LEVEL III	
Mechanical & Electrical	$121.00
Civil & Structural	$118.00
Architect, Landscape & Interior	$110.00
Resident Project Representative	$110.00
Technologist	$110.00
PROFESSIONAL LEVEL II	
Mechanical & Electrical	$101.00
Civil & Structural	$100.00
Architect, Landscape & Interior	$97.00
Technologist	$97.00
Resident Project Representative	$97.00
Administrative	$97.00
PROFESSIONAL LEVEL I	$89.00
Intern	
Technologist	
Resident Project Representative	
Administrative	
SUPPORT STAFF III	$86.00
Technician	
CADD	
Project Assistant	
Administrative	
SUPPORT STAFF II	$78.00
Technician	
CADD	
Administrative Secretary	
Project Assistant EL	
Administrative	
SUPPORT STAFF I	$45.00
Student EL	
CADD EL	
Administrative EL	

The foregoing Schedule of Charges is incorporated into the agreement for the services provided, effective January 1, 2015 through December 31, 2015. After December 31, 2015, invoices will reflect the Schedule of Charges currently in effect.

EXHIBIT B

Attachment B

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/7/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 N. Central Expressway Suite 1710 Dallas TX 75243	CONTACT NAME: Joseph A Bryant PHONE (A/C, No, Ext): (214) 503-1212 FAX (A/C, No): (214) 503-8899 E-MAIL ADDRESS:
INSURED Parkhill, Smith & Cooper, Inc. 4222 85th St. Lubbock TX 79423	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: XL Specialty Insurance Company — 37885 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** Cert ID 27726 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability		Y	DPR9720890	1/10/2015	1/10/2016	Per Claim	$ 2,000,000
							Annual Aggregate	$ 4,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. Thirty (30) day notice of cancellation is in favor of the certificate holder on all policies. RE: City of Lubbock - Fire Station #17

CERTIFICATE HOLDER

City of Lubbock
Attn: Wes Everitt
PO Box 2000

Lubbock TX 79457

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Joe A. Bryant

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
CECIL-DUNN INSURANCE AGENCY
P. O. BOX 3870
4120 AVENUE Q
LUBBOCK TX 79452-

CONTACT NAME: Jim Zachary
PHONE (A/C, No, Ext): (806) 747-3404 **FAX (A/C, No):** (806) 747-1527
E-MAIL ADDRESS: jimzachary@cecildunninsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Travelers Indemnity Co.	25658
INSURER B: Traverers Lloyds Insurance Co.	41262
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Parkhill, Smith & Cooper Inc.
4222 85th Street
Lubbock TX 79423-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT LOC	Y	Y	PACP-3C240454-TIA-14	09/30/2014 / /	09/30/2015 / /	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG NOWND	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Leased	Y	Y	BA-3C32865A-14-GRP	09/30/2014 / /	09/30/2015 / /	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP-003C990923	09/30/2014 / /	09/30/2015 / /	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	XE-UB-3975T58-9-14	09/30/2014 / /	09/30/2015 / /	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
					/ /	/ /		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Project: 8715.14 LP&L Dispatch Room Renovation
The certificate holder is shown as Additional Insured for the General Liability, Auto, and Umbrella policies. These policies are primary and non-contributory. A Waiver of Subrogation applies in favor of the certificate holder for the Workers Comp, General Liability, Auto, & Umbrella policies. A 30 day notice of cancellation or material change of the policy applies.

CERTIFICATE HOLDER
( ) - ( ) -
City of Lubbock
Attn: Wes Everett
1625 13th Street
Lubbock TX 79401-

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James T. Dunn, Jr.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/13/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
CECIL-DUNN INSURANCE AGENCY
P. O. BOX 3870
4120 AVENUE Q
LUBBOCK TX 79452-

CONTACT NAME: Jim Zachary
PHONE (A/C, No, Ext): (806) 747-3404 **FAX (A/C, No):** (806) 747-1527
E-MAIL ADDRESS: jimzachary@cecildunninsurance.com

INSURER(S) AFFORDING COVERAGE | **NAIC #**
INSURER A: Travelers Indemnity Co. | 25658
INSURER B: Traverers Lloyds Insurance Co. | 41262
INSURER C: |
INSURER D: |
INSURER E: |
INSURER F: |

INSURED
Parkhill, Smith & Cooper Inc.
4222 85th Street
Lubbock TX 79423-

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	Y	Y	PACP-3C240454-TLC-14	09/30/2014 / /	09/30/2015 / /	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS X Leased	Y	Y	BA-3C32865A	09/30/2014 / /	09/30/2015 / /	NOWND COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 1,000,000 $ $ $
A	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000	Y	Y	CUP-003C990923	09/30/2014 / /	09/30/2015 / /	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	XK-UB-3975T58-9-14	09/30/2014 / /	09/30/2015 / /	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 1,000,000 $ 1,000,000 $ 1,000,000
					/ /	/ /		

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER
( ) - ( ) -
City of Lubbock
Attn: Geneva Ortiz
PO Box 2000
Lubbock TX 79457-

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
James F. Dunn, Jr.

ACORD 25 (2010/05)
INS025 (201005).01

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Parkhill Smith & Cooper

COMMERICAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BLANKET ADDITIONAL INSURED (ARCHITECTS, ENGINEERS AND SURVEYORS)

This endorsement modifies insurance provided under the following:
COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following is added to **WHO IS AN INSURED (Section II):**

Any person or organization that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

a. In the performance of your ongoing operations;

b. In connection with premises owned by or rented to you; or

c. In connection with "your work" and included within the "products-completed operations hazard".

Such person or organization does not qualify as an additional insured for "bodily injury", "property damage" or "personal injury" for which that person or organization has assumed liability in a contract or agreement.

The insurance provided to such additional insured is limited as follows:

d. This insurance does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

e. This insurance does not apply to the rendering of or failure to render any "professional services".

f. The limits of insurance afforded to the additional insured shall be the limits which you agreed in that "contract or agreement requiring insurance" to provide for that additional insured, or the limits shown in the Declarations for this Coverage Part, whichever are less. This endorsement does not increase the limits of insurance stated in the **LIMITS OF INSURANCE (Section III)** for this Coverage Part.

B. The following is added to Paragraph a. of **4. Other Insurance in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

However, if you specifically agree in a "contract or agreement requiring insurance" that the insurance provided to an additional insured under this Coverage Part must apply on a primary basis, or a primary and non-contributory basis, this insurance is primary to other insurance that is available to such additional insured which covers such additional insured as a named insured, and we will not share with the other insurance, provided that:

(1) The "bodily injury" or "property damage" for which coverage is sought occurs; and

(2) The "personal injury" for which coverage is sought arises out of an offense committed;

after you have entered into that "contract or agreement requiring insurance". But this insurance still is excess over valid and collectible other insurance, whether primary, excess, contingent or on any other basis, that is available to the insured when the insured is an additional insured under any other insurance.

C. The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us in COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage" or "personal injury" arising out of "your work" performed by you, or on your behalf, under a "contract or agreement requiring insurance" with that person or organization. We waive these rights only where you have agreed to do so as part of the "contract or agreement requiring insurance" with such person or organization entered into by you before, and in effect when, the "bodily

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injury" or "property damage" occurs, or the "personal injury" offense is committed.

D. The following definition is added to **DEFINITIONS (Section V):**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ARCHITECTS, ENGINEERS AND SURVEYORS XTEND ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

GENERAL DESCRIPTION OF COVERAGE Provisions **A.** – **T.** and **V.** of this endorsement broaden coverage. Provisions **U.** and **W.** of this endorsement may limit coverage. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the **PROVISIONS** of this endorsement carefully to determine rights, duties, and what is and is not covered.

A. Broadened Named Insured

B. Incidental Medical Malpractice

C. Reasonable Force – Bodily Injury Or Property Damage

D. Non-Owned Watercraft – Increased To Up To 75 feet

E. Aircraft Chartered With Crew

F. Extension Of Coverage – Damage To Premises Rented To You

G. Malicious Prosecution – Exception To Knowing Violation Of Rights Of Another Exclusion

H. Medical Payments Limit

I. Increased Supplementary Payments

J. Additional Insured – Owner, Manager Or Lessor Of Premises

K. Additional Insured – Lessor Of Leased Equipment

L. Additional Insured – State Or Political Subdivisions – Permits Relating To Premises

M. Additional Insured – State Or Political Subdivisions – Permits Relating To Operations

N. Additional Insured – Architect, Engineer Or Surveyor

O. Who Is An Insured – Newly Acquired Or Formed Organizations

P. Who Is An Insured – Unnamed Partnership Or Joint Venture – Excess

Q. Per Project General Aggregate Limit

R. Knowledge And Notice Of Occurrence Or Offense

S. Unintentional Omission

T. Waiver Of Transfer Of Rights Of Recovery Against Others To Us When Required By Contract Or Agreement

U. Amended Bodily Injury Definition

V. Amended Insured Contract Definition – Railroad Easement

W. Amended Property Damage Definition – Tangible Property

X. Additional Definition – Contract or Agreement Requiring Insurance

PROVISIONS

A. BROADENED NAMED INSURED

1. The Named Insured in Item 1. of the Common Policy Declarations is amended as follows:

   The person or organization named in Item 1. of the Common Policy Declarations and any organization, other than a partnership, joint venture, limited liability company or trust, of which you are the sole owner or in which you maintain the majority ownership interest on the effective date of the policy. However, coverage for any such additional organization will cease as of the date, if any, during the policy period, that you no longer are the sole owner of, or maintain the majority ownership interest in, such organization.

2. This Provision **A.** does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

B. INCIDENTAL MEDICAL MALPRACTICE

1. The following is added to Paragraph **1. Insuring Agreement** of **COVERAGE A BODILY**

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INJURY AND PROPERTY DAMAGE LIABILITY in COVERAGES (Section I):

"Bodily injury" arising out of the rendering of, or failure to render, "first aid" or "Good Samaritan services" to a person, other than a co-"employee" or "volunteer worker", will be deemed to be caused by an "occurrence". For the purposes of determining the applicable limits of insurance, any act or omission together with all related acts or omissions in the furnishing of the services to any one person will be deemed one "occurrence".

2. As used in this Provision B.:
   a. "First aid" means medical or nursing service, treatment, advice or instruction; the related furnishing of food or beverages; the furnishing or dispensing of drugs or medical supplies or appliances;
   b. "Good Samaritan services" means those medical services rendered or provided in an emergency and for which no remuneration is demanded or received.
3. Paragraph **2.a.(1)(d)** of **WHO IS AN INSURED (Section II)** does not apply to any of your "employees", who are not employed as a doctor or nurse by you, but only while performing the services described in Paragraph **1.** above and while acting within the scope of their employment by you. Any such "employees" rendering "Good Samaritan services" will be deemed to be acting within the scope of their employment by you.
4. The following exclusion is added to Paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I):**

   Sale of Pharmaceuticals

   "Bodily injury" or "property damage" arising out of the willful violation of a penal statute or ordinance relating to the sale of pharmaceuticals committed by or with the knowledge or consent of the insured.
5. The insurance provided by this Provision B. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

C. REASONABLE FORCE – BODILY INJURY OR PROPERTY DAMAGE

The **Expected Or Intended Injury** Exclusion in Paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

Expected Or Intended Injury Or Damage

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect any person or property.

D. NON-OWNED WATERCRAFT – INCREASED TO UP TO 75 FEET

1. The exception contained in Subparagraph **(2)** of the **Aircraft, Auto Or Watercraft** Exclusion in **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

   (2) A watercraft you do not own that is:
      (a) Less than 75 feet long; and
      (b) Not being used to carry persons or property for a charge;
2. Only as respects the insurance provided by this Provision **D.**, **WHO IS AN INSURED (Section II)** is amended to include as an insured any person who, with your expressed or implied consent, either uses or is responsible for the use of the watercraft.
3. The insurance provided by this Provision **D.** shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

E. AIRCRAFT CHARTERED WITH CREW

1. The following is added to the exceptions contained in the **Aircraft, Auto Or Watercraft** Exclusion in Paragraph **2. Exclusions** of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I):**

   Aircraft chartered with crew, including a pilot, to any insured.

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2. This Provision E. does not apply if the chartered aircraft is owned by any insured.
3. The insurance provided by this Provision E. shall be excess over any valid and collectible other insurance available to the insured, whether primary, excess, contingent or on any other basis, except for insurance purchased specifically by you to apply in excess of the Limits of Insurance shown in the Declarations for this Coverage Part.

F. EXTENSION OF COVERAGE – DAMAGE TO PREMISES RENTED TO YOU

1. The last paragraph of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is deleted and replaced by the following:

   Exclusions **c.** through **n.** do not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. Fire;
   b. Explosion;
   c. Lightning;
   d. Smoke resulting from such fire, explosion, or lightning; or
   e. Water.

   A separate limit of insurance applies to this coverage as described in **LIMITS OF INSURANCE (Section III)**.

2. The insurance under this Provision **F.** does not apply to damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by:

   a. Rupture, bursting, or operation of pressure relief devices;
   b. Rupture or bursting due to expansion or swelling of the contents of any building or structure, caused by or resulting from water; or
   c. Explosion of steam boilers, steam pipes, steam engines, or steam turbines.

3. Paragraph **6.** of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

   Subject to **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for the sum of all damages because of "property damage" to any one premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water. The Damage To Premises Rented To You Limit will apply to all "property damage" proximately caused by the same "occurrence", whether such damage results from: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water; or any combination of any of these causes.

   The Damage To Premises Rented To You Limit will be the higher of:

   a. $1,000,000; or
   b. The amount shown for the Damage To Premises Rented To You Limit in the Declarations for this Coverage Part.

4. Paragraph **a.** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

   a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage to premises while rented to you, or temporarily occupied by you with permission of the owner, caused by: fire; explosion; lightning; smoke resulting from such fire, explosion, or lightning; or water is not an "insured contract";

5. This Provision **F.** does not apply if coverage for Damage To Premises Rented To You of **COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** in **COVERAGES (Section I)** is excluded by another endorsement to this Coverage Part.

G. MALICIOUS PROSECUTION – EXCEPTION TO KNOWING VIOLATION OF RIGHTS OF ANOTHER EXCLUSION

The following is added to the **Knowing Violation Of Rights Of Another** Exclusion in **2. Exclusions** of **COVERAGE B PERSONAL INJURY, ADVERTISING INJURY AND WEB SITE INJURY LIABILITY** of the **WEB XTEND LIABILITY** Endorsement:

This exclusion does not apply to "personal injury" caused by malicious prosecution.

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H. MEDICAL PAYMENTS LIMIT

The Medical Expense Limit shown in the Declarations for this Coverage Part is increased to $10,000.

I. INCREASED SUPPLEMENTARY PAYMENTS

Paragraphs 1.b. and 1.d. of **SUPPLEMENTARY PAYMENTS – COVERAGES A AND B** in **COVERAGES (Section I)** are amended as follows:

1. In Paragraph 1.b., the amount we will pay for the cost of bail bonds is increased to $2500.
2. In Paragraph 1.d., the amount we will pay for loss of earnings is increased to $500 a day.

J. ADDITIONAL INSURED – OWNER, MANAGER OR LESSOR OF PREMISES

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

   Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and

   b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, and arises out of the ownership, maintenance or use of that part of any premises leased to you under that contract or agreement.

2. The insurance provided to such additional insured under this Provision J. is subject to the following provisions:

   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and

   b. The insurance afforded to such additional insured does not apply to:

      (1) Any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you cease to be a tenant in that premises;

      (2) Any structural alterations, new construction or demolition operations performed by or on behalf of such additional insured; or

      (3) Any premises for which coverage is excluded by another endorsement to this Coverage Part.

3. This Provision J. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

K. ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT

1. **WHO IS AN INSURED (Section II)** is amended to include as an insured:

   Any person or organization that you have agreed in a contract or agreement to include as an additional insured on this Coverage Part, but:

   a. Only with respect to liability for "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after you have entered into that contract or agreement; and

   b. Only if the "bodily injury", "property damage" or "personal injury" is caused, in whole or in part, by acts or omissions of you or any person or organization performing operations on your behalf, in the maintenance, operation or use of equipment leased to you by such additional insured.

2. The insurance provided to such additional insured under this Provision K. is subject to the following provisions:

   a. The limits of insurance afforded to such additional insured shall be the limits which you agreed to provide in the contract or agreement, or the limits shown in the Declarations for this Coverage Part, whichever are less; and

   b. The insurance afforded to such additional insured does not apply:

      (1) To any "bodily injury" or "property damage" that occurs, or "personal injury" caused by an offense committed, after the equipment lease expires; or

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(2) If the equipment is leased with an operator.

3. This Provision K. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

L. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO PREMISES

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit in connection with premises owned or occupied by, or rented or loaned to, you, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of the existence, ownership, use, maintenance, repair, construction, erection or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, elevators, street banners or decorations for which that state or political subdivision has issued such permit.

M. ADDITIONAL INSURED – STATE OR POLITICAL SUBDIVISIONS – PERMITS RELATING TO OPERATIONS

The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

Any state or political subdivision that has issued a permit, but only with respect to "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed by you or on your behalf for which that state or political subdivision has issued such permit. However, no such state or political subdivision is an insured for:

1. "Bodily injury", "property damage", "personal injury" or "advertising injury" arising out of operations performed for that state or political subdivision; or
2. "Bodily injury" or "property damage" included within the "products – completed operations hazard".

N. ADDITIONAL INSURED – ARCHITECT, ENGINEER OR SURVEYOR

1. The following is added to Paragraph 2. of **WHO IS AN INSURED (Section II)** to include as an insured:

   Any architect, engineer or surveyor engaged by or for you that you agree in a "contract or agreement requiring insurance" to include as an additional insured on this Coverage Part, but only with respect to liability for "bodily injury", "property damage" or "personal injury" that is caused, in whole or in part, by acts or omissions of you or any person or organization acting on your behalf in connection with your premises or "your work".

2. This Provision N. does not apply on any basis to any person or organization for which coverage as an additional insured specifically is added by another endorsement to this Coverage Part.

O. WHO IS AN INSURED – NEWLY ACQUIRED OR FORMED ORGANIZATIONS

1. Paragraph 4.a. of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier. Any such newly acquired or formed organization that you report in writing to us within 180 days after you acquire or form the organization will be covered under this provision until the end of the policy period, even if there are more than 180 days remaining until the end of the policy period;

2. This Provision O. does not apply to any organization for which coverage is excluded by another endorsement to this Coverage Part.

P. WHO IS AN INSURED – UNNAMED PARTNERSHIP OR JOINT VENTURE – EXCESS

1. The last paragraph of **WHO IS AN INSURED (Section II)** is deleted and replaced by the following:

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Common Policy Declarations.

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However, this exclusion does not apply to your liability with respect to your conduct of the business of any current or past partnership or joint venture:

a. That is not shown as a Named Insured in the Common Policy Declarations, and

b. In which you are a member or partner where each and every one of your co-ventures in that joint venture is an architectural, engineering, or surveying firm.

2. This Provision P. does not apply to any person or organization for which coverage is excluded by another endorsement to this Coverage Part.

3. The insurance provided by this Provision P. shall be excess over any valid and collectible other insurance, whether primary, excess, contingent or on any other basis, which is available covering your liability with respect to your conduct of the business of any current or past partnership or joint venture that is not shown as a Named Insured in the Common Policy Declarations and which is issued to such partnership or joint venture.

Q. PER PROJECT GENERAL AGGREGATE LIMIT

1. Paragraph 2. of **LIMITS OF INSURANCE (Section III)** is deleted and replaced by the following:

The General Aggregate Limit is the most we will pay for the sum of:

a. Damages under Coverage B; and

b. Damages from "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which cannot be attributed only to operations at a single "project".

2. The following is added to **LIMITS OF INSURANCE (Section III):**

A separate Per Project General Aggregate Limit applies to each "project" for all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Coverage A and for all medical expenses caused by accidents under Coverage C which can be attributed only to operations at a single "project", and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations for this Coverage Part.

Any payments made under Coverage A for damages and under Coverage C for medical expenses shall reduce the Per Project General Aggregate Limit for that "project", but shall not reduce:

a. Any other Per Project General Aggregate Limit for any other "project";

b. The General Aggregate Limit; or

c. The Products-Completed Operations Aggregate Limit.

The limits shown in the Declarations for this Coverage Part for Each Occurrence, Damage To Premises Rented To You and Medical Expense are also subject to the Per Project General Aggregate Limit when the Per Project General Aggregate Limit applies.

3. As used in the Provision Q.:

"Project" means an area away from premises owned by or rented to you at which you are performing operations pursuant to a contract or agreement. For the purposes of determining the applicable aggregate limit of insurance, each "project" that includes premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad shall be considered a single "project".

R. KNOWLEDGE AND NOTICE OF OCCURRENCE OR OFFENSE

The following is added to Paragraph **2. Duties In The Event of Occurrence, Offense, Claim Or Suit** of **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV):**

Notice of an "occurrence" or of an offense which may result in a claim must be given as soon as practicable after knowledge of the "occurrence" or offense has been reported to you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice.

Knowledge by any other "employee" of an "occurrence" or offense does not imply that you also have such knowledge.

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Notice of an "occurrence" or of an offense which may result in a claim will be deemed to be given as soon as practicable to us if it is given in good faith as soon as practicable to your workers' compensation, accident, or health insurer. This applies only if you subsequently give notice of the "occurrence" or offense to us as soon as practicable after you, one of your "executive officers" (if you are a corporation), one of your partners who is an individual (if you are a partnership), one of your managers (if you are a limited liability company), one of your trustees who is an individual (if you are a trust), or an "employee" (such as an insurance, loss control or risk manager or administrator) designated by you to give such notice discovers that the "occurrence" or offense may involve this policy.

S. UNINTENTIONAL OMISSION

1. The following is added to Paragraph **6. Representations** of **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

   The unintentional omission of, or unintentional error in, any information provided by you which we relied upon in issuing this policy shall not prejudice your rights under this insurance.

2. This Provision S. does not affect our right to collect additional premium or to exercise our right of cancellation or nonrenewal in accordance with applicable insurance laws or regulations.

T. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US WHEN REQUIRED BY CONTRACT OR AGREEMENT

The following is added to Paragraph **8. Transfer of Rights of Recovery Against Others to Us** of **COMMERCIAL GENERAL LIABILITY CONDITIONS (Section IV)**:

We waive any rights of recovery we may have against any person or organization because of payments we make for "bodily injury", "property damage", "personal injury" or "advertising injury" arising out of:

1. Premises owned by you, temporarily occupied by you with permission of the owner, or leased or rented to you;
2. Ongoing operations performed by you, or on your behalf, under a contract or agreement with that person or organization;
3. "Your work"; or
4. "Your products".

We waive these rights only where you have agreed to do so as part of a contract or agreement entered into by you before, and in effect when, the "bodily injury" or "property damage" occurs, or the "personal injury" offense or "advertising injury" offense is committed.

U. AMENDED BODILY INJURY DEFINITION

The definition of "bodily injury" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Bodily injury" means:

a. Physical harm, including sickness or disease, sustained by a person;
b. Mental anguish, injury or illness, or emotional distress, resulting at any time from such physical harm, sickness or disease; or
c. Care, loss of services or death resulting at any time from such physical harm, sickness or disease.

V. AMENDED INSURED CONTRACT DEFINITION – RAILROAD EASEMENT

1. Subparagraph **c.** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

   c. Any easement or license agreement;

2. Subparagraph **f.(1)** of the definition of "insured contract" in **DEFINITIONS (Section V)** is deleted.

W. AMENDED PROPERTY DAMAGE DEFINITION – TANGIBLE PROPERTY

The definition of "property damage" in **DEFINITIONS (Section V)** is deleted and replaced by the following:

"Property damage" means:

a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, tangible property does not include data.

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X. The following definition is added to **SECTION V – DEFINITIONS:**

"Contract or agreement requiring insurance" means that part of any contract or agreement under which you are required to include a person or organization as an additional insured on this Coverage Part, provided that the "bodily injury" and "property damage" occurs, and the "personal injury" is caused by an offense committed:

a. After you have entered into that contract or agreement;

b. While that part of the contract or agreement is in effect; and

c. Before the end of the policy period.

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POLICY NUMBER: -PACP-3C240454-TIA-14 ISSUE DATE: 09-30-14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US

This endorsement modifies insurance provided under the following:

ALL COVERAGE PARTS INCLUDED IN THIS POLICY

SCHEDULE

CANCELLATION: **Number of Days Notice of Cancellation:** 30

NONRENEWAL: **Number of Days Notice of Nonrenewal:** 30

PERSON OR ORGANIZATION:

ANY PERSON OR ORGANIZATION TO WHOM YOU HAVE AGREED IN A WRITTEN CONTRACT THAT NOTICE OF CANCELLATION OF THIS POLICY WILL BE GIVEN, BUT ONLY IF:
1. YOU SEND US A WRITTEN REQUEST TO PROVIDE SUCH NOTICE, INCLUDING THE NAME AND ADDRESS OF SUCH PERSON OR ORGANIZATION; AFTER THE FIRST NAMED INSURED SHOWN IN THE DECLARATIONS RECEIVES NOTICE FROM US OF THE CANCELLATION OF THIS POLICY; AND
2. WE RECEIVE SUCH WRITTEN REQUEST AT LEAST 14 DAYS BEFORE THE BEGINNING OF THE APPLICABLE NUMBER OF DAYS SHOWN IN THIS SCHEDULE.

ADDRESS:

THE ADDRESS FOR THAT PERSON OR ORGANIZATION INCLUDED IN SUCH WRITTEN REQUEST FROM YOU TO US.

PROVISIONS:

A. If we cancel this policy for any statutorily permitted reason other than nonpayment of premium, and a number of days is shown for cancellation in the schedule above, we will mail notice of cancellation to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for cancellation in the schedule above before the effective date of cancellation.

B. If we decide to not renew this policy for any statutorily permitted reason, and a number of days is shown for nonrenewal in the schedule above, we will mail notice of the nonrenewal to the person or organization shown in the schedule above. We will mail such notice to the address shown in the schedule above at least the number of days shown for nonrenewal in the schedule above before the expiration date.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

A. BROAD FORM NAMED INSURED

B. BLANKET ADDITIONAL INSURED

C. EMPLOYEE HIRED AUTO

D. EMPLOYEES AS INSURED

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

G. WAIVER OF DEDUCTIBLE – GLASS

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

J. PERSONAL EFFECTS

K. AIRBAGS

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

M. BLANKET WAIVER OF SUBROGATION

N. UNINTENTIONAL ERRORS OR OMISSIONS

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c.** in **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Liability Coverage, but only for damages to which this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured,** of **SECTION II – LIABILITY COVERAGE:**

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

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2. The following replaces Paragraph b. in **B.5. Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

   b. For Hired Auto Physical Damage Coverage, the following are deemed to be covered "autos" you own:

      (1) Any covered "auto" you lease, hire, rent or borrow; and

      (2) Any covered "auto" hired or rented by your "employee" under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.

   However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – LIABILITY COVERAGE**:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph **A.2.a.(2)**, of **SECTION II – LIABILITY COVERAGE**:

   (2) Up to $3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph **A.2.a.(4)**, of **SECTION II – LIABILITY COVERAGE**:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph **(5)** in Paragraph **B.7., Policy Period, Coverage Territory**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

   (i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

   (ii) Neither you nor any other involved "insured" will make any settlement without our consent.

   (iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

   (iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE.

   (v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph **C.**, Limit Of Insurance, of SECTION II – LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available

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to the "insured" whether primary, excess contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

(d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph **D., Deductible**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph **A.4.b., Loss Of Use Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

However, the most we will pay for any expenses for loss of use is $65 per day, to a maximum of $750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph **A.4.a., Transportation Expenses**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

We will pay up to $50 per day to a maximum of $1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL EFFECTS

The following is added to Paragraph **A.4., Coverage Extensions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Personal Effects

We will pay up to $400 for "loss" to wearing apparel and other personal effects which are:

(1) Owned by an "insured"; and

(2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Effects coverage.

K. AIRBAGS

The following is added to Paragraph **B.3., Exclusions**, of **SECTION III – PHYSICAL DAMAGE COVERAGE:**

Exclusion **3.a.** does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs **A.1.b.** and **A.1.c.**, but only:

a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;

b. The airbags are not covered under any warranty; and

c. The airbags were not intentionally inflated.

We will pay up to a maximum of $1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph **A.2.a.**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

(a) You (if you are an individual);

(b) A partner (if you are a partnership);

(c) A member (if you are a limited liability company);

(d) An executive officer, director or insurance manager (if you are a corporation or other organization); or

(e) Any "employee" authorized by you to give notice of the "accident" or "loss".

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M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph **A.5., Transfer Of Rights Of Recovery Against Others To Us**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud**, of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

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POLICY NUMBER: BA-3C32865A-14-GRP

COMMERCIAL AUTO
ISSUE DATE: 09-30-14

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED ENTITY – EARLIER NOTICE OF CANCELLATION/NONRENEWAL PROVIDED BY US – TEXAS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

SCHEDULE

CANCELLATION: **Number of Days Notice:** 30

WHEN WE DO NOT RENEW (Nonrenewal): **Number of Days Notice:** 30

NAME: SEE BLANKET FORM

ADDRESS: , ,

LUBBOCK TX 79400

A. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of cancellation, as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state cancellation endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

B. For any statutorily permitted reason other than nonpayment of premium, the number of days required for notice of When We Do Not Renew (Nonrenewal), as provided in the CONDITIONS Section of this insurance, or as amended by any applicable state When We Do Not Renew (Nonrenewal) endorsement applicable to this insurance, is increased to the number of days shown in the SCHEDULE above.

C. We will mail notice of cancellation or nonrenewal or material limitation of those coverage forms to the person or organization shown in the schedule above. We will mail the notice at least the Number of Days indicated above before the effective date to our action.

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TRAVELERS

ONE TOWER SQUARE
HARTFORD, CT 06183

WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY
ENDORSEMENT WC 42 03 04 (B) -- 001

POLICY NUMBER: (XEUB-3975T58-9-14)

TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

1. ☐ Specific Waiver
   Name of person or organization

   ☒ Blanket Waiver
   Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.
   TX

2. Operations:
   ALL TX OPERATIONS.

3. Premium:
   The premium charge for this endorsement shall be 2 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

4. Advance Premium: SEE SCHEDULE

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective _____ Policy No. _____ Endorsement No. _____
Insured _____ Premium _____

Insurance Company _____ Countersigned by _____

DATE OF ISSUE: 09-30-14 ST ASSIGN:

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Regular City Council Meeting **6. 25.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12253 with Tommy Klein Construction Company, for the renovations of the Mae Simmons Senior Center located at 2004 Oak Avenue, RFP 15-12253-MA.

Item Summary

The Mae Simmons Senior Citizens Center contract includes supplying the materials and labor for the complete renovations of the facility. The scope includes, but not limited to: Complete renovations of the approximately 4,600 sqft interior with new floor coverings, new wall painting and texture, new ceiling, electrical lighting, renovated kitchen area with fixtures. This project does not include replacement of any interior furniture. The exterior renovations will include renovating the front entrance and ramp to bring the facility into TAS compliance. Limited site work will also be included.

The following general contractors submitted proposals that were evaluated based on thr following criteria: Price (60%), Contractor Qualifications (20%), Record of Performance (10%) and Construction Time (10%). The maximum point value is 100 points. After the proposals were evaluated and discussed with committee members, the following ranking was obtained:

Contractor	Points
Tommy Klein Construction, Lubbock, TX	98.0
WR Construction, Lubbock, TX	83.0
Henthorn Commercial Construction, Lubbock, TX	83.0
Minnix Commercial, Lubbock, TX	73.2
Pharr and Company, Lubbock, TX	73.0

Staff and Evaluation Committee recommends award to the most qualified proposer, Tommy Klein Construction Company, of Lubbock, Texas, for $244,355.00. Time for completion is 125 consecutive calendar days, and liquidated damages are $150 per calendar day.

Fiscal Impact

$2,020,370 is appropriated in Capital Improvement Project 92323, Facilities Renovations Upgrades, with $244,355 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Ma Save Text Box nager

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Attachments

Resolution & Contract - Tommy Klein Construction, Inc

Budget Detail

CIP Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12253, for construction costs and services related to the renovations of the Mae Simmons Senior Citizens Center as per RFP 15-12253-MA, by and between the City of Lubbock and Tommy Klein Construction, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this ____ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Resolution - Tommy Klein Construction 5.6.15
May 6, 2015

PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT
RFP 15-12253-MA

DATE: 04-30-2015

PROJECT NUMBER: **-RFP 15-12253-MA**

Proposal of Tommy Klein Construction, Inc. (hereinafter called Offeror)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen: **Mae Simmons Senior Citizens Center**

The Offeror, in compliance with your Request for Proposals for the Renovations of the **Mae Simmons Senior Citizens Center** having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the renovations of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to renovate the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

BASE PROPOSAL

ITEM NO.	DESCRIPTION	UNIT	MATERIALS	LABOR	TOTAL PRICE
1	Mae Simmons Senior Center Renovations	LS	139,477.00	93,986.00	232,463.00

TOTAL PROPOSAL ITEMS #1: ($ 232,463.00)

DURATION

1. Number of days required for construction: **TOTAL CALENDAR DAYS:** 125

ADDITIVE ALTERNATES

ITEM NO.	DESCRIPTION	UNIT	MATERIALS	LABOR	TOTAL
1	Provide and install LED light fixtures as per Section 012300 and sheet E2.	LS	11,892		11,892.00

Voluntary Alternate on LED Lights
Use different manufacturer - E
ADD $6,892 in lieu of Additive
Alternate no 1 above.

K.K. Offeror's Initials

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within **(145) Days Completed by Contractor**

(ONE HUNDRED AND FORTY-FIVE) Written Days Completed by Contractor CONSECUTIVE CALENDAR DAYS thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **$150 (ONE HUNDRED AND FIFTY DOLLARS)** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

K.K Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars ($_____) or a Proposal Bond in the sum of 5% Dollars ($_____), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

Offeror understands and agrees that the contract to be executed by Offeror shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Offerors.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed proposal that has been opened may not be changed for the purpose of correcting an error in the proposal price. THEREFORE, ANY CORRECTIONS TO THE PROPOSAL PRICE MUST BE MADE ON THE PROPOSAL SUBMITTAL FORM PRIOR TO PROPOSAL OPENING.

Date: 04-30-2015

Karen Klein
Authorized Signature

Karen Klein
(Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:

_____
Secretary

Tommy Klein Construction Inc.
Company

7312 Upland Avenue
Address

Lubbock, Lubbock
City, County

Texas, 79424
State Zip Code

Telephone: 806 - 438-8777
Fax: 806 - 797-2959
Email: tklein@tkleinconst.com

FEDERAL TAX ID or SOCIAL SECURITY No.

75-2798736

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 4-28-2015
Addenda No. _____ Date _____
Addenda No. _____ Date _____
Addenda No. _____ Date _____

M/WBE Firm:

✓	Woman		Black American		Native American
	Hispanic American		Asian Pacific American		Other (Specify)

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code. Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name_____ and Manufacture's License No._____
2. Name_____ and Converter's License No._____
3. Name_____ and Representative's License No._____
4. Name_____ and Franchise Dealer's License No._____

General Distinguishing No._____ (Franchised TX dealer)

By N/A Date: _____
Authorized Representative - must sign by hand

Officer Name and Title: N/A
Please Print

Business Telephone Number_____ FAX:_____

E-mail Address:_____

FOR CITY USE ONLY

Bid Form Item Number(s) Awarded to Above Named Firm/Individual:_____

Date of Award by City Council *(for bids over $50,000)*:_____ Date P.O./Contract Issued:_____

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.

LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

City of Lubbock, TX
Capital Project
Project Cost Detail
May 28, 2015

Capital Project Number:	92323
Capital Project Name:	Facility Renovations/Upgrades

		Budget
Encumbered/Expended		
Cox Dirks Contract 11738 - 19th Street Center Design	$	44,600
Cox Dirks Contract 11738 - Amendment 1		5,000
Condray Contract 11748 - Simmons Centers Design		66,290
City of Lubbock Staff Time		845
Bid Cost		487
Stiles, Wallace Contract 12180 -Trejo Design		71,053
Mary K Crites Contract 12301 - Maxey Design		58,480
Pharr and Company Contract 12208 - Senior Center Renovations		1,230,500
Agenda Item May 28, 2015		
Tommy Klein Construction Contract 12253-Simmons Senior Center		244,355
Encumbered/Expended To Date		1,721,610
Estimated Costs for Remaining Appropriation		
Construction and Design		298,760
Remaining Appropriation		298,760
Total Appropriation	$	2,020,370

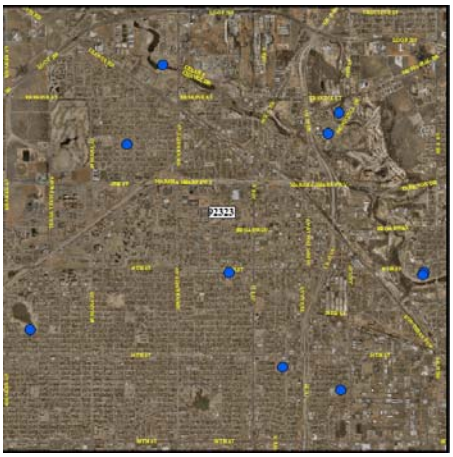
Project Name **Facility Renovations/Upgrades** *Project Number* **92323**

Managing Department **Facilities Management**

Project Manager **George Lisenbe**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

The project includes complete interior and exterior renovation of the following facilities: Copper Rawlings, Hodges Community Center, Lubbock Senior Center, Simmons Community Center, Simmons Senior Center, Trejo Super Center, Maxey Community Center, Stubbs Party House, Fleet and Solid Waste Operations, and Municipal Hill Operations Center. The priority will be the renovation of the community and senior centers first.
FY 2013-14 funding is for the renovations of Lubbock Senior Center, Mae Simmons Senior Center, and Mae Simmons Community Center.
FY 2014-15 funding is for the renovations of the Trejo Supercenter and the Maxey Community Center.

Project Justification

The maintenance of these 10 facilities have been limited over the past many years. These facilities require immediate maintenance actions or risk permanent damage to the facility.

Project History

In general, the buildings reflect their age. The newest building is 23 years old and the oldest is 60. Most have been remodeled to some degree over the years. All of the buildings are operational and generally sound and functional.

$1,835,370 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
$185,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	1,585,370	0	1,565,000	1,571,583	0	0	0	4,721,953
Construction Management Support	0	0	50,000	0	0	0	0	50,000
Design and Engineering	250,000	185,000	152,000	0	0	0	0	587,000
Total Project Appropriation	1,835,370	185,000	1,767,000	1,571,583	0	0	0	5,358,953

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
FY 2014 General Fund Pay-As-You-Go	1,835,370	0	0	0	0	0	0	1,835,370
FY 2015 General Fund Pay-As-You-Go	0	185,000	0	0	0	0	0	185,000
FY 2016 General Fund Pay-As-You-Go	0	0	1,767,000	0	0	0	0	1,767,000
FY 2017 General Fund Pay-As-You-Go	0	0	0	1,571,583	0	0	0	1,571,583
Total Funding Sources	1,835,370	185,000	1,767,000	1,571,583	0	0	0	5,358,953

Regular City Council Meeting **6. 26.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Radio Shop: Consider a resolution authorizing the Mayor to execute purchase order Contract 32500540 with CAP FLEET Upfitters for equipment to outfit the 2015 Chevrolet Tahoe Defender vehicles for the Police Patrol.

Item Summary

The purchase order contract is for the purchase of flashers, center equipment consoles, gun racks, and light bars used to outfit twenty three 2015 Chevrolet Tahoe Defender vehicles for the Police Patrol Division and one 2015 Chevrolet Tahoe Defender vehicle for the Airport. The equipment is specialized for law enforcement to be used by our Patrol Division.

The $96,160.53 purchase from CAP FLEET Upfitters of Temple, Texas for the equipment is made through the Texas Association of School Boards Local Government Purchasing Cooperative using an electronic purchasing system, known as BuyBoard. This purchasing cooperative is an administrative agency created in accordance with Section 791.001 of the Texas Government Code. Its purpose is to obtain the benefits and efficiencies that can accrue to members of a cooperative, to comply with state bidding requirements, and to identify qualified vendors of commodities, goods, and services.

Fiscal Impact

$ 96,161 is appropriated in FY 2014-2015 Master Lease budget.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & Contract - Cap Fleet Upfitters

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT City of Lubbock Purchase Order No. 32500540 is issued to Cap Fleet Upfitters of Temple, Texas for lighting and outfitting of 2015 Tahoe police patrol vehicles, and further THAT the Mayor of the City of Lubbock is authorized and directed to execute, for and on behalf of the City of Lubbock, Purchase Order No. 32500540, encumbering funds in the amount of $96,160.53, in a form acceptable to the City Attorney, and related documents.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES.TahoeOutfitting2015.doc

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 05/12/2015
Order Number 32500540 000 OP
Branch/Plant 2242

TO: CAP FLEET UPFITTERS
4715 S GENERAL BRUCE DR
TEMPLE Texas 76502

SHIP TO: CITY OF LUBBOCK
RADIO REPAIR SHOP
ATTN: CLIFFORD CROW
530 36TH STREET, SUITE 200
LUBBOCK Texas 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Maria Alvarez, Director of Purchasing & Contract Management

Ordered 05/12/2015 Freight .
Requested 06/29/2015 Taken By T FLORES
Delivery PER C CROW REQ 45396 BUYBOARD CONT NO 430-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
C-VS-1013TAH-1	24.000	249.3500	EA	5,984.40	06/29/2015
2015 TAHOE SPECIFIC 23" CONSOL					
C-CUP 2-1	24.000	27.3400	EA	656.16	06/29/2015
INTERNAL CUP HOLDER					
C-ARM 103	24.000	64.4400	EA	1,546.56	06/29/2015
ARMREST FOR CONSOLE					
C-EB30	24.000		EA		06/29/2015
2 PEICE MONUNTING BRACKET					
C-EB40			EA		06/29/2015
2 PEICE MONUNTING BRACKET					
LGY48DU0CC	23.000	2,240.0000	EA	51,520.00	06/29/2015
55' WC LEGANCY DUO BAR					
M4J	48.000	116.9500	EA	5,613.60	06/29/2015
M4 LED FLASHER B/R					

City of Lubbock TEXAS

PURCHASE ORDER

Page - 2
Date - 05/12/2015
Order Number 32500540 000 OP
Branch/Plant 2242

TO: CAP FLEET UPFITTERS
4715 S GENERAL BRUCE DR
TEMPLE Texas 76502

SHIP TO: CITY OF LUBBOCK
RADIO REPAIR SHOP
ATTN: CLIFFORD CROW
530 36TH STREET, SUITE 200
LUBBOCK Texas 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 05/12/2015 Freight
Requested 06/29/2015 Taken By T FLORES
Delivery PER C CROW REQ 45396 BUYBOARD CONT NO 430-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
RP45	23.000	544.1700	EA	12,515.91	06/29/2015
REAR PILLAR 6-LT MICRON					
I3JC	4.000	121.3000	EA	485.20	06/29/2015
TRIO ION RB W/ WHT ORVERIDED					
P5700T15A	19.000	425.6000	EA	8,086.40	06/29/2015
PASSENGER 1/2 SLIDING POLY WIN					
RP57T15	19.000	59.0000	EA	1,121.00	06/29/2015
RECESSED PANEL TAHOE					
SP57TBS12	19.000	46.0000	EA	874.00	06/29/2015
LOWER EXT PANEL BS TAH 12					
GVPM7515D-V	19.000	342.3000	EA	6,503.70	06/29/2015
VERTICAL PARTITION MOUNT DUAL					
Shipping	1.000	900.0000	EA	900.00	06/29/2015
IONSMJ	4.000	88.4000	EA	353.60	06/29/2015

City of Lubbock TEXAS

PURCHASE ORDER

Page - 3
Date - 05/12/2015
Order Number 32500540 000 OP
Branch/Plant 2242

TO:	SHIP TO:
CAP FLEET UPFITTERS 4715 S GENERAL BRUCE DR TEMPLE Texas 76502	CITY OF LUBBOCK RADIO REPAIR SHOP ATTN: CLIFFORD CROW 530 36TH STREET, SUITE 200 LUBBOCK Texas 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 05/12/2015 Freight

Requested 06/29/2015 Taken By T FLORES

Delivery PER C CROW REQ 45396 BUYBOARD CONT NO 430-13

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
SURFACE MT ION LT R/B					
C-EB40			EA		06/29/2015
2 PEICE MONUNTING BRACKET					
				Total Order	
Terms NET DUE ON RECEIPT				96,160.53	

APPROVED AS TO FORM:
John C. Gaedi
Assistant City Attorney

This purchase order encumbers funds in the amount of $96,160.53 awarded to Cap Fleet Upfitters of Temple, TX on May 28, 2015. The following is incorporated into and made part of this purchase order by reference: Price quotation CAPQ5783 dated April 20, 2015 from Cap Fleet Upfitters of Temple, TX, and Buyboard Contract 430-13. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

CAP FLEET UPFITTERS

6015 N Shepherd Drive
Houston,TX 77018
832-203-5658 - O
832-203-5663 - F

QUOTE

Date 4/20/2015
Quote # CAPQ5783

Name / Address
CITY OF LUBBOCK RADIO SHOP
1625 13TH ST
LUBBOCK,TX 79401

Job :
Project :

Prepared By: **Wayne Jacobs**

Part #	Qty	Description	Unit Price	Total
C-VS-1013-TAH-1	24	2015 Chevrolet Tahoe or Suburban (Special Service) Vehicle Specific 23" Console	249.35	5,984.40
C-CUP2-I	24	INTERNAL CUP HOLDER	27.34	656.16
C-ARM-103	24	ARMREST FOR TOP MOUNT, CONSOLE, LARGE PAD	64.44	1,546.56
C-EB30-___	24	2-piece Equipment Mounting Bracket, 3" mounting space CH7-1P-A	0.00	0.00
C-EB40-___	24	2-piece Equipment Moutning Bracket, 4" mounting space CCS-1P	0.00	0.00
LGY48DUOCC	23	55" WC LEGACY DUO BAR, WITH CCSRN3, SA315P, SAK*, STPKT*	2,240.00	51,520.00
M4J	48	M4 LED FLASHER B/R	116.95	5,613.60
RP45	23	REAR PILLAR 6-LT MICRON TAHOE 2015	544.17	12,515.91
I3JC	4	TRIO ION R/B W/ WHT OVERRIDE	121.30	485.20
PS700T15A	19	PASSENGER 1/2 SLIDING POLY WINDOW 2015 TAHOE	425.60	8,086.40
RPS7T15	19	RECESSED PANEL TAHOE 2015	59.00	1,121.00
SPS7TBS12	19	LOWER EXT PANEL BS TAH 12	46.00	874.00
GVPM5715D-V	19	Vertical Partition Mount Dual Weapon Tri-Lock Gunrack W/Vending Key	342.30	6,503.70
SHIP	1	SHIPPING & HANDLING	900.00	900.00
IONSMJ	4	SURFACE MT ION LT RED/BLUE	88.40	353.60
		Offer Valid for 60 days		
		Buy Board Contract Number 430-13		

This quote is good for 30 days from date of quote.

Total **$96,160.53**

INSTALLATION WARRANTY
CAP CERTAINTY

TEMPLE LOCATION
4715 S GENERAL BRUCE DRIVE
TEMPLE, TX 76502
254-773-1959

WWW.CAPFLEETUPFITTERS.COM

HOUSTON LOCATION
6015 N SHEPHERD DRIVE
HOUSTON, TX 77018
832-203-5658

Regular City Council Meeting **6. 27.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Radio Shop: Consider two resolutions authorizing the Mayor to execute contract 12264 with OSI Batteries and contract 12184 with Battery Solutions, Inc. for replacement batteries and chargers for mobile radios, ITB 15-12184-PD.

Item Summary

The City operates P25 simulcast radio system and 3,200 radios. The contracts will allow the Radio Shop to purchase portable radio batteries as needed to maintain the portable radios with good reliable batteries. This will also support 21 outside agencies in portable radio batteries. The battery life is one to two years.

Bids where submited by the following vendors:

Battery Zone of Bethlehem, PA
OSI Batteries of Oakwood, IL
Battery Solutions, Inc. of Lubbock, TX
CommLink Wireless Tech of Ft. Worth, TX
Sun City Communication of El Paso, TX

Bid Tabulation Sheet is provided.

Staff recommends contract award to OSI Batteries Oakwood, IL and Batteries Solutions, Inc. of Lubbock, TX. The contracts are awarded by unit cost. Actual expenditures vary depending on actual needs. Battery Zone of Bethlehem, PA is listed as non-responsive in accordance to 17 of the General Conditions, the Bidder failed to satisfy that they are properly qualified to carry out the obligations of the contract. The term of contract term is for one year, with the option of four, one-year renewals.

Fiscal Impact

Batteries are charged out to the different departments and outside agencies.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer, Assistant City Manager

Attachments

Resolution & Contract - OSI Batteries

Resolution & Contract - Battery Solutions, Inc

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12264 for Radio Batteries and Chargers, by and between the City of Lubbock and OSI Batteries, of Oakwood, Ill., 61858, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.Contract-Nbr 12264-OSI Batteries
3.11.15

City of Lubbock, TX
Contract for Services for
Radio Batteries and Chargers

THIS CONTRACT made and entered into this **28** day of **May, 2015**, by and between the City of Lubbock ("City"), and **OSI Batteries** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Radio Batteries and Chargers and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Radio Batteries and Chargers.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Radio Batteries and Chargers and more specifically referred to as items one through five on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of four, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

7. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

8. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

9. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 15-12184-PD, Specifications, and the Bid Form.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Clifford Crow, Communications Manager

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

CONTRACTOR

BY Peggy Lindsey
Authorized Representative

Peggy Lindsey
Print Name

6024 Culligan Way
Address

Minnetonka, MN 55345
City, State, Zip Code

CITY OF LUBBOCK, TEXAS

Purchasing & Contract Management
Batteries for Hand Held Radios – Annual Pricing

Specifications

The City of Lubbock is seeking a contract for batteries for hand held radios for an 800 MHz radio system. The successful vendor will provide batteries for the City to include, but will not be limited to the following:

1. Supplier must enter exactly what they are bidding (including make and model) onto the bid form in order for the bid to be considered.

2. Supplier MUST submit with solicitation a spec sheet stating the volts, Mah, chemistry and cell manufacturer.

3. Batteries that are designated as being Intrinsically Safe must be certified as being FM (Factory Mutual) Certified. A copy of the FM Certification from Factory Mutual Global must accompany the sellers' response. Self Certified IS batteries are not acceptable.

4. Date of manufacture - Supplier must clearly label date of manufacture on battery. Label must not use a code that requires a manufacturer's specific conversion chart to determine age of battery.

5. Warranty – The batteries must have a 12 month warranty or better. Batteries must maintain a charge of 80% or better for the first year with normal use.

6. Battery order – Supplier shall accept purchase order numbers for battery purchases. All batteries shall be delivered to the City of Lubbock, Radio Shop, 530 36th Street, Suite 200, Lubbock, TX 79404.

7. Delivery Time – Delivery time is very important. Supplier must deliver order within 2-3 working days after receipt of order.

8. Battery Invoicing – An invoice or delivery ticket shall be included with any battery purchased. The invoice or delivery ticket shall include: battery part number, unit price, total price, and the City's purchase order number.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12184 for Radio Batteries and Chargers, by and between the City of Lubbock and Battery Solutions, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Mark Yeakwood, Assistant City Manager

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.Contract-Nbr 12184-Battery Solutions, Inc
3.25.15

City of Lubbock, TX
Contract for Services for
Radio Batteries and Chargers

THIS CONTRACT made and entered into this **28** day of **May, 2015**, by and between the City of Lubbock ("City"), and **Battery Solutions, Inc.** ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Radio Batteries and Chargers and bids were received and duly opened as required by law; and

WHEREAS, after careful consideration of the bid submitted by Contractor, the City authorized the execution, in the name of the City of Lubbock a contract with said Contractor covering the purchase and delivery of the said Radio Batteries and Chargers.

NOW, THEREFORE, in consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereby covenant and agree as follows:

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Radio Batteries and Chargers and more specifically referred to as items one through five on the bid submitted by the Contractor or in the specifications attached hereto.

2. The City promises and agrees to employ, and does employ, the Contractor to cause to be done the work provided for in this Contract and to complete and finish the same according to the attached specifications, offer, and terms and conditions contained herein.

3. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of four, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

4. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

5. Contractor shall at all times be an independent contractor and not an agent or representative of City with regard to performance of the Services. Contractor shall not represent that it is, or hold itself out as, an agent or representative of City. In no event shall Contractor be authorized to enter into any agreement or undertaking for or on behalf of City.

6. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.

7. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

8. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

9. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

10. This Contract consists of the following documents set forth herein; Invitation to Bid No. 15-12184-PD, Specifications, and the Bid Form.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed the day and year first above written. Executed in triplicate.

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Clifford Crow, Communication Manager

APPROVED AS TO FORM:

Amy Sims, Deputy City Attorney

CONTRACTOR

BY

Authorized Representative

DAN CAFFORD

Print Name

2301-Ave. B

Address

Lubbock, Tx. 79404

City, State, Zip Code

CITY OF LUBBOCK, TEXAS

Purchasing & Contract Management
Batteries for Hand Held Radios – Annual Pricing

Specifications

The City of Lubbock is seeking a contract for batteries for hand held radios for an 800 MHz radio system. The successful vendor will provide batteries for the City to include, but will not be limited to the following:

1. Supplier must enter exactly what they are bidding (including make and model) onto the bid form in order for the bid to be considered.

2. Supplier MUST submit with solicitation a spec sheet stating the volts, Mah, chemistry and cell manufacturer.

3. Batteries that are designated as being Intrinsically Safe must be certified as being FM (Factory Mutual) Certified. A copy of the FM Certification from Factory Mutual Global must accompany the sellers' response. Self Certified IS batteries are not acceptable.

4. Date of manufacture - Supplier must clearly label date of manufacture on battery. Label must not use a code that requires a manufacturer's specific conversion chart to determine age of battery.

5. Warranty – The batteries must have a 12 month warranty or better. Batteries must maintain a charge of 80% or better for the first year with normal use.

6. Battery order – Supplier shall accept purchase order numbers for battery purchases. All batteries shall be delivered to the City of Lubbock, Radio Shop, 530 36th Street, Suite 200, Lubbock, TX 79404.

7. Delivery Time – Delivery time is very important. Supplier must deliver order within 2-3 working days after receipt of order.

8. Battery Invoicing – An invoice or delivery ticket shall be included with any battery purchased. The invoice or delivery ticket shall include: battery part number, unit price, total price, and the City's purchase order number.

City of Lubbock, TX
Radio Batteries and Chargers
Bid Tabulation
May 28, 2015

ITB 15-12184-PD

Radio Batteries and Chargers

Item	Description	Vendor	Location	Unit Price	Ext. Cost
1	Harris P7300 2000 mAh or higher mAh OEM or equal to BT-023406-005				
		Battery Zone	Bethlehem, PA	$ 26	*NR
		OSI Batteries	Oakwood, IL	41	8,200
		Battery Solutions	Lubbock, TX	44	8,748
		ComLink Wireless Tech.	Ft. Worth, TX	50	9,914
2	Harris P7300 2400 NIMAh or higher mAh OEM or equal to BT-023406-004 Intrinsically Safe FM approved				
		OSI Batteries	Oakwood, IL	38	7,600
		Battery Zone	Bethlehem, PA	38	NR
		Battery Solutions	Lubbock, TX	125	24,928
		CommLink Wireless Tech	FT. Worth, TX	136	27,270
3	Harris P7300 3600 mAh or higher mAh similar or equal to BT-023636-001				
		Battery Zone	Bethlehem, PA	29	NR
		OSI Batteries	Oakwood, IL	48	9,600
		Battery Solutions	Lubbock, TX	54	10,808
		CommLink Wireless Tec	Ft. Worth, TX	61	12,248
		Sun City Communication	El Paso, TX	80	16,000
4	ITech BC3506 QP-5 Intrinsically Safe FM battery Charger with ITech BA-4580 sleeves or equivalent Manufacturer.				
		Battery Zone	Bethlehem, PA	800	NR
		CommLink Wireless Tech	Ft. Worth, TX	968	9,678
		Battery Solutions	Lubbock,TX	969	9,693
5	Impact AC/DC-6-ma8 six bank charger or equivalent Manufacturer.				
		Battery Solutions	Lubbock, TX	216	NR
		OSI Batteries	Oakwood, IL	230	3,450
		Tech	Ft. Worth, TX	380	5,700
		Battery Zone	Bethlehem, PA	385	5,775
		Sun City Communications	El Paso, TX	540	8,100

*NR Non-Responsive - Battery Zone of Bethlehem, PA

City of Lubbock, TX
Radio Batteries and Chargers
Bid Tabulation
May 28, 2015

Regular City Council Meeting **6. 28.**

Meeting Date: 05/28/2015

Information

Agenda Item

Ordinance 2nd Reading - Civic Center: Consider Ordinance 2015-O0050 amending Chapter 14 of the Code of Ordinances of the City of Lubbock as it relates to Prohibited Noises Section 14.04.003(a) in connection with the amphitheatre located in Mackenzie Park.

Item Summary

On May 14, 2015 the City Council approved the first reading of the ordinance.

This amendment would modify the existing ordinance by exempting lessees from obtaining noise permits for amplified sound for events at the amphitheatre located in Mackenzie Park.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Ordinance - Prohibited Noises

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 14 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS WITH REGARD TO PROHIBITED NOISES; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendment to Chapter 14 of the Code of Ordinances of the City of Lubbock; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT Section 14.04.003(a) of the Code of Ordinances of the City of Lubbock, Texas is hereby amended to read as follows:

Sec. 14.04.003 Prohibited noises

(a) This section shall not be construed to include any activities or actions:

(1) at public or private educational facilities;

(2) undertaken by a governmental entity, on or using its owned or leased property; or

(3) authorized by the City of Lubbock at the amphitheater located in Mackenzie Park.

SECTION 2. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 3. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

SECTION 5. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2015.

Passed by the City Council on second reading this ___ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

ORD.Amend.Prohibited Noise-Mackenzie Park
4.14.15

Regular City Council Meeting **6. 29.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute purchase order contract 27600007 with Mity-Lite, Inc. of Orem, Utah to provide banquet chairs and carts for use at the Lubbock Memorial Civic Center.

Item Summary

This purchase will provide 1,600 new banquet chairs to be utilized in the newly renovated Moe Turner Banquet Hall and Terrace Suite at the Lubbock Memorial Civic Center. The purchase will also provide four wheel carts and nine high capacity carts to be utilized for transport and storage.

This purchase is being made under a state contract with Mity-Lite, Inc., TXMAS 2-711090 for a total amount of $181,703.

Fiscal Impact

$9,126,853 is appropriated in Capital Improvement Project 91195, Civic Center Renovations, with $181,703 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Purchase Order Contract - Mity Lite, Inc

Budget Detail

CIP Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 27600007/TX MAS – 2 – 711090 for the purchase of Civic Center Banquet Chairs and Carts, by and between the City of Lubbock and Mity Lite, Inc. of Orem, Utah, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

ccdocs/RES. Purchase Order – Mity Lite, Inc.
May 7, 2015

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 05/07/2015
Order Number 27600007 000 OP
Branch/Plant 91195

TO: MITY LITE INC
1301 WEST 400 NORTH
OREM Utah 84057

SHIP TO: CITY OF LUBBOCK
MEMORIAL CIVIC CENTER
1501 6TH ST RECEIVING DOCK
LUBBOCK Texas 79401

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 05/05/2015 Freight
Requested 05/05/2015 Taken By DELGADO_P
Delivery F Chavez req 45248 TX MAS-2-711090

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Comfort Series 400 Chair	1,600.000	103.6300	EA	165,808.00	05/05/2015
Cart; 4 wheel, black frame	4.000	220.0500	EA	880.20	05/05/2015
Push cart; hitch attachment	9.000	1,142.1000	EA	10,278.90	05/05/2015
Shipping and Handling	1.000	4,736.0000	EA	4,736.00	05/05/2015
				Total Order	
Terms NET 30				181,703.10	

This purchase order encumbers funds in the amount of $181,703.10 awarded to MITY LITE, Inc. of Orem, Utah on May 28, 2015. The following is incorporated into and made part of this purchase order by reference: Price Quotation dated May 07, 2015 from MITY LITE, Inc. of Orem, Utah and Contract No. TXMAS-2-711090. Resolution#_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

MITYLITE
DURABILITY BY DESIGN

QUOTE ACKNOWLEDGMENT
THIS IS NOT AN INVOICE

Quote Number: 423923
Customer Number: 130054
Page: 1

CONTACT NAME	SHIP TO
FREDDY CHAVEZ	LUBBOCK MEM CIVIC CTR

Shipping Terms	SHIP VIA	ORDER TYPE
ORIGIN - PREPAID	BEST WAY POSSIBLE	Regular
RECEIVED DATE	**SALES REP**	**TERMS**
5/7/2015	John Erickson	NET 30

QUANTITY	ITEM	UNIT PRICE	TOTAL PRICE
1600	C400QUOTE QUOTE FOR COMFORT SERIES 400 CHAIR	103 63	165808
4	CRT4WCHHTBLK2 CART, HOLDS MITY COMFORT SERIES CHAIRS, 4 WHEEL, BLACK FRAME	220 05	880 2
9	CRTCOMFRPSHBLKH BANQUET CHAIR HIGH CAPACITY PUSH CART, HOLDS 8 STACKS, HITCH ATTACHMENT	1142 1	10278 9
1	Shipping and Handling	4736	4736

FREIGHT	0
SALES TAX	0
ORDER TOTAL (USD)	**$181,703.10**

The product prices and freight quotes will be honored for 30 days from date of quote.

- *A Finance Charge of 2% per month (ANNUAL PERCENTAGE RATE 24%) may be charged on all overdue accounts*
- *Mity-Lite reserves the right to charge a 20% re-stocking fee plus freight charges on returned merchandise*
- *Mity-Lite also reserves the right to refuse the return of merchandise that is custom in nature*
- *All sales subject to current warranty*
- *Customer is responsible for offloading order at delivery time unless otherwise prearranged with the sales representative*

Mity-Lite, Inc. 1301 West 400 North, Orem, UT 84057 USA
http:/www.mitylite.com | 800-327-1692 | 801-224-0589 | Fax 801-224-6191

City of Lubbock, TX
Capital Project
Project Cost Detail
May 28, 2015

Capital Project Number:	91195
Capital Project Name:	Civic Center Renovations

	Budget
Encumbered/Expended	
Theater Renovations	$ 276,258
Elevator Repair	34,187
Physical Plant Roof/Upgrade	569,458
Civic Center Renovations Phase I	885,834
Asbestos Protocol and Air Monitoring Service	1,090
Plaza Renovations	162,529
West Pedestrian Bridge Architecture and Engineering	23,500
Civic Center Roof Replacement	1,414,280
Centennial Moisture Control, Inc.	247,902
Architectural and Engineering Services	410,392
Civic Center Telescopic Seating Replacement	572,297
Technology Improvements	81,224
Civic Center Elevator Upgrades	194,353
Civic Center Carpet Replacement	548,610
Agenda Items May 28, 2015	
Banquet seating and carts	181,703
Encumbered/Expended To Date	5,603,617
Estimated Costs for Remaining Appropriation	
Digital HVAC controls, upholster chairs, kitchen equipment replacment, restroom renovation, ADA compliance, lighting, painting, fixtures, furnishings	3,523,236
Remaining Appropriation	3,523,236
Total Appropriation	$ 9,126,853

Project Name **Civic Center Renovation** *Project Number* **91195**

Managing Department **Civic Centers**

Project Manager **Freddy Chavez**

Project Classification **Bond Election Project - 2004**

Project Status **Approved**

Project Scope

The first phase of renovations to the Lubbock Memorial Civic Center was the upgrade and replacement of the heating and cooling equipment in the physical plant that serves both the Civic Center and Mahon Library. The majority of the costs for the physical plant were funded from a Department of Energy American Recovery and Reinvestment Act (ARRA) grant ($2,109,900). Also included in this phase is the replacement of the physical plant roof and demolition of the water fountain in the Civic Center plaza area.

The next phase includes the refurbishment of all seating in the Civic Center theater; installation of Direct Digital Controls for all heating/cooling equipment; renovation of the restrooms; replacement of carpet and replacement of existing light fixtures surrounding the complex with energy efficient fixtures. Also included is the replacement of light fixtures in the exhibit hall, removal and replacement of existing roofing membrane, and any other necessary improvements/upgrades to the Civic Center.
The current valves that control the flow of oil in the four elevator units at the Civic Center are obsolete and no replacement parts are available. This project will upgrade the power unit in each elevator unit, which includes the valve.

Project Justification

The Civic Center complex was opened in 1976 and has only seen one major renovation in 1997. Many of the components of the complex are in need of replacement due to age and wear.

Project History

Phase I of the project was developed during the 2004 Citizen Advisory Committee process, recommended as a project in the 2004 bond election, and was approved by Lubbock voters.

$1.45 million was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
$7,209,288 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
$475,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
Reduced appropriation by $7,435 due to true-up of Hotel Occupancy Tax revenues in FY 2013-14. Actual revenues were less than budgeted which required a reduction in the project funding.

		Unappropriated Planning Years						
Appropriation Detail	Appropriation to Date	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	Total Project Amount
Construction	8,881,853	0	0	0	0	0	0	8,881,853
Construction Management Support	100,000	0	0	0	0	0	0	100,000
Design and Engineering	145,000	0	0	0	0	0	0	145,000
Total Project Appropriation	9,126,853	0	0	0	0	0	0	9,126,853

Regular City Council Meeting **6. 30.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Health: Consider a resolution authorizing and directing the Mayor to execute a Memorandum of Understanding between the City of Lubbock and StarCare Specialty Health System - Parenting Awareness & Drug Risk Education Program (PADRE).

Item Summary

This agreement will provide the City of Lubbock Health department the opportunity to work with the PADRE program to refer males with substance use disorders or who are at risk for substance abuse disorders to the program for services.

Through this agreement the Health Department will provide three of the ten Essential Pubic Health Services. These three services include: 1. Inform, educate, and empower people about health issues, 2. Link people to needed personal health series and 3. Mobilize community partnerships and action to identify and solve health problems.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution - StarCare Specialty

RESOLUTION

WHEREAS, the City Council of the City of Lubbock has determined that it is in the best interest of the citizens of the City of Lubbock to enter into an agreement with StarCare Specialty Health System to participate in an interagency collaborative effort to provide community based, gender specific, intervention services to parenting males and expecting fathers involved in Department of Family and Protective Services (DFPS) with substance use disorders or who are at risk of developing substance use disorders; and to assist with identification of persons who meet priority population criteria so that those identified may be invited to participate in the various activities provided by StarCare.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK THAT the Mayor is hereby authorized and directed to execute the StarCare Specialty Health System Memorandum of Understanding – Parenting Awareness & Drug Risk Education Program (PADRE), and any associated documents.

Passed by the City Council on this ____ day of _____ , 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
John C. Grace, Assistant City Attorney

S:\cityatt\CCDOCS\RES StarCare Outreach PADRE 2015.doc

StarCare Specialty Health System
Memorandum of Understanding
Parenting Awareness & Drug Risk Education Program (PADRE)

THIS MEMORANDUM OF UNDERSTANDING is entered into by and between the agencies shown below.

I. AGENCIES:

Lubbock Regional Mental Health Mental Retardation Center
DBA StarCare Specialty Health System (StarCare)
904 Ave. O, P. O. Box 2828, Lubbock Texas 79408-2828

City of Lubbock Health Department
806 18th Street, Lubbock, TX 79401

II. STATEMENT OF SERVICES TO BE PERFORMED:

The parties hereto, agree by execution of this Memorandum of Understanding to participate in an interagency collaborative effort to provide community based, gender specific, intervention services to parenting males and expecting fathers involved with Department of Family and Protective Services (DFPS) with substance use disorders or who are at risk of developing substance use disorders. The goal of the program is to intervene with education and appropriate referral in order to improve birth outcomes.

III. PROGRAM SPECIFIC GOALS:

(a) Reduce the incidence or extent of prenatal and postpartum exposure to alcohol, tobacco and other drugs (ATOD) exposure of their unborn and newborn infants up to 18 months of age.

(b) Improve birth outcomes for women at risk of substance use/abuse including optimum gestational age, healthy birth weight and increased participation in pre-natal care.

(c) Improve parenting skills by provision of parenting education, including infant care.

(d) Educate and inform parenting males and expecting fathers on Fetal Alcohol Syndrome Disorder (FASD) and the effects of tobacco and other drugs on the fetus.

(e) Improve parental bonding and parenting skills and promote healthy lifestyles.

IV. OBLIGATIONS OF STARCARE:

StarCare agrees to:

(a) Provide access to productive, supportive services and activities offered through the STARCARE network when appropriate (such as intervention, treatment, education, outreach, social/recreational activities, family services and access to HIV/AIDS and STD testing).

(b) Establish contact with agencies throughout the region in an effort to collaborate on activities such as identifying resources and needs, maximizing the efficiency of services offered, identifying gaps in services, and sharing training opportunities.

(c) Assess individuals referred to identify problems and determine appropriate treatment in order to make referrals to needed services, including medical services.

(d) Provide onsite outreach services that include substance use/abuse screening and assessment using the Department of State Health Services approved PADRE Risk Assessment tool.

(e) Disseminate information to increase awareness of available services, including medical care, mental health care, and substance abuse treatment.

(f) Provide referrals to cooperating agencies for a full spectrum of prenatal-postpartum case management services to include individual and group counseling.

(g) Provide education about Teratogens –substances that harm the unborn baby – including: alcohol, nicotine, street drugs (such as cocaine, methamphetamines, heroin, mushrooms, etc), prescription drugs, over the counter medications, herbs, and environmental agents.

(h) Provide school and home visits by case managers.

(i) Provide referrals to Parents as Teachers classes, and other supportive parenting classes.

(j) Provide referrals to customer friendly locations to apply for Medicaid and CHIP services.

(k) Assist with linking to OB/GYN practitioners in the community.

(l) Provide referrals to many other services in cooperation with existing agencies to assist with food, employment, clothing, WIC, dental, transportation, medical, drug and alcohol counseling, mental health services, educational services including GED, alternative and trade schools, child care services, easy rider car seat classes, and many other supports for women who are pregnant.

V. OBLIGATIONS OF THE CITY OF LUBBOCK HEALTH DEPARTMENT:

The City of Lubbock Health Department agrees to:

(a) Collaborate with StarCare in developing strategies to identify gaps in services and prevent duplication of services to better meet the needs of parenting males and expecting fathers and the community.

(b) Identify individuals who are parenting males and expecting fathers who are identified as being at risk for, or who have, a substance use/abuse problem and invite them to participate in the various activities.

(c) Participate in a collaborative effort to help the community develop natural support systems within the community.

(d) Refer appropriate individuals to StarCare for services.

VI. TERM OF AGREEMENT:

This agreement is to begin September 1, 2014 and shall terminate August 31, 2015.

THE UNDERSIGNED AGENCIES do hereby certify that, (1) the services specified above are necessary and essential for activities that are properly within the statutory functions and programs of the effected agencies and (2) the proposed arrangements serve the interest of efficient and economical administration.

STARCARE AND ITS AGENT further certify that it has the authority to enter into this agreement for the above services under the provisions of Chapter 534 of the Texas Health & Safety Code Ann., as amended.

StarCare:

Cathy Pope Date 4/13-15
Chief Executive Officer

Robyn Johnston Date 4/13/15
Chief of Authority Services

THE CITY OF LUBBOCK HEALTH DEPT:

Signature Date

Signature Date

APPROVED AS TO CONTENT:

Approved as to form:

Attest:
Rebecca Garza, City Secretary

Regular City Council Meeting **6. 31.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Solid Waste: Consider resolutions authorizing the Mayor to execute contract 12262 with Jarvis Recycling Metals, Inc. and contract 12352 with Commercial Metals Company for the sale of scrap metal, RFP 15-12262-TF.

Item Summary

The contracts establish revenue pricing for the sale of ferrous and non-ferrous scrap metal accumulated at the Solid Waste Landfill, the West Texas Regional Disposal facility, the Citizen Convenience Stations and Recycling Drop-off Centers as well as other scrap metals generated by the operations of LP&L, Water Utilities, Airport, Traffic and other city departments. Prices are quoted for various categories of scrap metal as a fixed amount or as a percentage, either above or below the "Dealer Buying Prices" of the Houston market price as quoted in the American Metal Market, AMM Scrap Iron and Steel Prices publication. To ensure adequate coverage for remote locations, the contracts are for scrap metal delivered to the Contractor's yard by the City from West Texas Disposal Facility, 17304 North FM 2528; for the Southside Drop-off station, 1631 84th Street; and scrap metal picked up by the Contractor from the City Warehouse, 306 Municipal Drive.

In determining the highest revenue offered for the scrap metal delivered by the City to the contractor from locations within the City limits, and from the West Texas Regional Disposal Facility, the locations of the contract's facility affects transportation costs. To calculate the revenue, the offeror's prices were tabulated using a distance factor of $3 per loaded mile, with an average load of five tons using the "Dealer Buying Prices" of the Houston market price as quoted in the American Metal Market, AMM Scrap Iron and Steel Prices publication.

The proposals were evaluated using the following criteria: Ability to Provide Service & Financial Stability (30%), Proposed Approach to Project (20%), Compliance with Specifications (30%), and Revenue Generated (20%). The maximum point value is 100 points. After the proposals were evaluated, the following ranking was obtained:

Contractor	Points
Jarvis Metals Recycling, Inc. of Lubbock, Tx	88
Commercial Metals of Lubbock, Tx	60

Staff recommends contract award to Jarvis Metals of Lubbock, Texas as the primary contractor for items 8 - 20 for $74,724 and to Commercial Metals Company of Lubbock, Texas as the secondary contractor for item 1-7 for $17,552. The period of this contract shall be for one year contingent upon City Council approval. This contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be for four additional one-year periods, if agreeable to all parties for a total contract length of five years. The scope of work shall remain the same but may include any additional structures and equipment that may have been added by the City of

Lubbock. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

Fiscal Impact

The sale of scrap metal is a revenue source for departments that generate, accumulate and recycle the scrap metal. The actual revenue amount will depend on the quantity of scrap metal recycled and the "Dealer Buying Prices" per the scrap metal market. Approximate revenue impact of $278,000 is anticipated for City departments for the sale of scrap metals for FY 2015-16.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Jarvis Metals Recycling, Inc

Resolution & Contract Commercial Metals Company

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12262 for the sale of scrap metals per RFP 15-12262-TF, by and between the City of Lubbock and Jarvis Metals Recycling, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this ____ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Resolution - Jarvis Metals Recycling 5.1.15
May 1, 2015

Contract 12262

City of Lubbock, TX
Sale of Scrap Metals
Service Agreement

This Service Agreement (this "Agreement") is entered into as of the **28th** day of **May, 2015** ("Effective Date") by and between **Jarvis Metals Recycling, Inc.,** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 15-12262-TF, Sale of Scrap Metals.

WHEREAS, the proposal submitted by the Contractor has been selected as the primary contractor which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Sale of Scrap Metals, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – Specifications
3. Exhibit B – Pricing Sheet
4. Exhibit C – Insurance Requirements

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B, and C attached hereto.

Article 1 Services

1.1 The period of this contract shall be for one year contingent upon City Council approval. This contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be for four additional one-year periods, if agreeable to all parties for a total contract length of five years. The scope of work shall remain the same but may include any additional structures and equipment that may have been added by the City of Lubbock. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

1.2 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

1.3 The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

1.4 All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

1.5 House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified (Texas Government Code Section 2155.001).

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

2.10 The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Laura Pratt, Assistant City Attorney

CONTRACTOR: Jani's Metals Recycling, Inc.

Contractor's Signature

David Bayouth

Printed Name

President

Title

City of Lubbock, TX
RFP 15-12262-TF
Sale of Scrap Metals
Specifications

1. INTENT

a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Offeror") for the sale of scrap metal accumulated at the Solid Waste Landfill, the West Texas Regional Disposal facility, the Citizen Convenience Stations and Recycling Drop-off Centers as well as other scrap metals generated by the operations of LP&L, Water Utilities, Airport, Traffic and other city departments. Prices are quoted for various categories of scrap metal as a fixed amount either above or below the "Dealer Selling Prices" of the Houston market price in the American Metal Market on the date of sale. All or none proposals are solicited for scrap metal delivered to the Contractor's yard by the City and Picked up by the Offeror. Each department will be responsible for managing the accumulation and sell of their scrap metal to the contractor.

b) The primary objective of this Request for Proposal is to secure a qualified contractor(s) to purchase scrap metal materials from the City of Lubbock either picked up by the successful offeror at locations designated by the City's Representative or delivered to the offerors designated processing site(s) by City personnel.

c) For the purpose of this RFP, scrap metal shall be defined as any discarded metal item or material from whatever substance, that may be reclaimed through melting and refining, and the condition of which in its present form makes it unsuitable for any other use.

d) Offerors are invited to submit their best solution and demonstrated competence and qualifications of their firm for providing these services.

e) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2. TERM OF CONTRACT:

2.1 The period of this contract shall be for one year contingent upon City Council approval. This contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be for (4) four additional one-year periods, if agreeable to all parties for a total contract length of five years.

2.2 Notice of Intent to renew will be given to the Proposer in writing by the City Purchasing Manager, 60 days before the expiration date of the current contract. (This notice will not be deemed to commit the City to a contract renewal.)

2.3 It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the City of Lubbock City Council. In the event that the City of Lubbock City Council does not grant necessary funding appropriation/program approval, then the affected multiyear contract becomes null and void effective October 1 of the fiscal year for which such approvals have been denied.

2.4 This contract shall remain in effect until the expiration date, performance of services ordered, or termination of either party with a thirty (30) day written notice by either party prior to any cancellation. Such written notice must state the reason for cancellation.

3. AUTHORITY TO CONTRACT FOR SALE OF SCRAP METAL:

3.1 Whenever in the judgment of the City of Lubbock City Council such action may be necessary or advisable, they may determine to have the City enter into a contract or contracts for the sale of scrap metal in accordance with the best interest of the City of Lubbock and its citizens.

3.2 The contract shall be for such terms as they may determine, but not to exceed in any instance five (5) years for a non-exclusive contract, and the City Council may authorize the making on the part of the City of Lubbock one or more contracts and if they determine it necessary, may limit such contract to a certain category of scrap metal, such as copper, aluminum, brass and the like.

3.3 Offeror must provide all facilities, labor, materials, equipment and supplies necessary for the complete performance of this contract.

4. CITY'S REPRESENTATIVE:

4.1 Whenever the word City's Representative or representative is used in this RFP and in the Contract, it shall be understood as referring to, City of Lubbock, or its representative **PENNY MORIN, MANAGER OF COLLECTIONS**; or to such other representatives, inspectors or supervisors as may be authorized by the City of Lubbock to act in any particular under the contract.

4.2 Supervisors or inspectors will act for the City under the direction of the City's Representative, but shall not directly supervise the contractor or persons acting on behalf of the contractor.

5. REMOVAL OF CONTRACTOR OWNED EQUIPMENT:

The Offeror shall be responsible for removal of Offeror's owned equipment, if any, within five (5) working days after the termination of this contract.

6. PRICES:

6.1 Amounts of other scrap metal, not listed may be generated by City activities and delivered to, or picked up by, the Offeror. The market price "high" on the date of sale will be accepted by the City. "High" shall mean the highest price when a price range is quoted in the American Metal Market "Dealer Selling Prices".

6.2 Prices quoted by each offeror shall be based on the "Dealer Selling Prices" on the date of sale. "High" shall mean the highest price when a price range is quoted in the American Metal Market "Dealer Selling Prices".

6.3 Should the scrap metal market drop drastically, and if agreeable to all parties, the rates may be adjusted upward or downward at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

7. PRICING

7.1 Each Proposer must complete, and submit with their proposal, their pricing schedule attached hereto as Exhibit "A".

7.2 Please place all offeror's percentages for the specific metal categories listed on the attached pricing sheet. Price evaluation shall be made on the description as they appear on the publications. The pricing offered is to include all costs for the services described in this proposal. NO additional fees for collection, processing or transport are to be charged.

7.3 Due to the variety of metals involved and to the fluctuating prices of metals, all vendors are requested to bid their price based upon the American Metals Market, first publication of the month, first Friday of the month. Price is to be firm until the first publication of the following month. All pricing is to be based on "Dealer Selling Prices #1 Heavy Melt Houston".

7.4 The multiplier is to be determined by the proposer who is bidding on proposal.

7.4.1 The West Texas Regional Disposal Facility at 17304 North FM 2528 will be used to determine delivery distance from that point to the Contractor's receiving facility. The location of the Southside Drop-off at 1631 84th Street will be used to determine delivery distance from that point to the Contractor's receiving facility.

7.4.2 For evaluation purposes only, the proposal will be factored using a distance factor of $3.00 per loaded mile (one way), with an average load of 5 gross tons, and using the "Dealer Selling Prices #1 Heavy Melt Houston" as quoted in the "American Metal Market" and in effect on the close date of the RFP. The distance factor will be deducted from the amount of revenue bid as the cost of delivering the materials to the Contractor. An example follows:

Offer A

Bids $23.00 revenue per gross ton ("Dealer Selling Prices #1 Heavy Melt Houston" plus/minus bid per gross ton)

Receiving facility is located 20 miles from point of reference.

Offer B

Bids $20.00 revenue per gross ton ("Dealer Selling Prices #1 Heavy Melt Houston" plus/minus bid per gross ton)

Receiving facility is located 5 miles from point of reference

Offer A	Offer B
20 miles	5 miles
x $3.00/loaded mile	x $3.00/loaded mile
60.00	15.00
5 gross tons x $23.00/gross ton = $115.00	5 gross tons x $20.00/gross ton = $100.00
$115.00	$100.00
- 60.00	- 15.00
$ 55.00	$ 85.00

8. ORDER OF PRECEDENCE:

In the event of conflict, the Specifications of the RFP shall take precedence over the Instructions to Bidders included herein.

9. DELIVERY/PICK-UP PERFORMANCE:

9.1 In the case of scrap metal delivered to the Contractor's yard by City of Lubbock, the Contractor must provide a licensed weighing facility. Deliveries will be made by City of Lubbock, Monday through Friday, except holidays, between the hours of 8:00 A.M. and 3:30 P.M., and Saturday, except holiday weekends, between the hours of 8:00 A.M. and 12:00 NOON.

9.2 In the case of scrap metal picked up by the Contractor, the City Representative, will notify the Contractor by telephone to make a pickup. The Contractor shall make pickup within 48 hours (two business days) after notification.

9.3 Loading Materials shall be loaded by contractor personnel, in an efficient, safe and competent manner. The City of Lubbock shall not be responsible for weight distribution of load; however City personnel will be allowed to assist if necessary. The City will not be responsible for the load or tie down.

9.4 All transportation and collection costs are the responsibility of the proposer.

10. WEIGHT TICKETS:

10.1 When scrap metal is delivered to the Contractor's yard by City of Lubbock, the Contractor must furnish certified weight tickets both to the driver of the vehicle and to the City's Representative for each load, and must indicate on each weight ticket the name of the City Department making the delivery and the City vehicle number. The City's Representative reserves the right to verify weights at a control facility selected by the City's Representative. If a discrepancy exists between the weight at the Contractor's facility and the control facility, the weight at the control facility shall prevail in determining payments.

10.2 When scrap metal is picked up by the Contractor, the truck must be weighed in and out at a weigh facility. At the time of pickup, the Contractor shall furnish a certified weight ticket for each load picked up. Each ticket must indicate the City Department and the Department's location (address) of the pickup, the date, time and weights (gross, tare, and net). The Contractor must provide equipment capable of making container pickup without re-handling of the scrap metal. Contractor's truck should be empty upon arrival for pick-up.

10.3 The Contractor's facility shall have the ability to handle the automated unloading of standard refuse and recycling vehicles, including roll-off/roll-on containers and tractor-trailer units, without undue delay. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR LEVY AN UNLOADING FEE ON THE CITY.

11 PAYMENT PROCEDURE:

11.1 The Contractor shall submit to the City's Representative and to each City Department a monthly summary statement referencing the contract, listing the weight ticket numbers, dates, lbs., tonnage and City Department. The summary statement shall also cover revenue for pickups and/or deliveries and any pickup fees made during the term of the contract. The summary statement must be accompanied by one copy of all weight tickets and a copy of the appropriate page of the "Metal Market" designating the price during the time which sale was made.

11.2 Payment, for the net amount, shall be made by the 10th of the following month, by check made payable to the City of Lubbock. Individual checks shall be sent to each City Department for the amount of scrap metal sold to the contractor, along with a statement of the type of metal sold, and the tonnage.

12 PICKUP LOCATIONS/CONTAINER PLACEMENT

12.1 As determined by the City's Representative, the City shall furnish sufficient quantities of containers for various categories of scrap metal included in Item 20 shown on the Bid Form at the following locations:

12.1.1 City Warehouse, 306 Municipal Drive

12.2 Containers shall be placed by the City in an area at each location that is unobstructed and is accessible to the Contractor's truck making the pickup. City personnel will notify the Contractor to make the pickup.

13. HAZARDOUS SUBSTANCE DISPOSAL:

13.1 Disposal of any substances classified by the Environmental Protection Agency (EPA) as hazardous shall be consistent with EPA requirements.

13.2 City of Lubbock shall remove capacitors containing polychlorinated biphenyls (PCB's) from white goods prior to the delivery to Contractor's yard or being picked up by the Contractor.

14. CONDITIONS OF APPLINACES & SCRAP METAL

All material will be sold on an "as is" and "where is" basis. The City makes no guarantee of any kind expressed or implied as to the condition of the material. Mixed metals consisting of such items as metal chairs, metal desks, appliances, tin cans, aluminum cans, sheet metals, water heaters, wire scraps, scrap vehicles, lawn mowers, motors, etc...make up the bulk of metals sold. These items are to be bid on a gross ton basis.

15. LICENSES

Contractor shall maintain, in current status, Federal, State and Local licenses and permits required for the operation of the business conducted by the contractor.

16 SITE CLEAN-UP

The contractor shall, at the completion of this contract, remove all debris, unused materials, apparatus, equipment, etc. and clean up the area leaving the premises clean and orderly, returning to the original conditions. Throughout the duration of the contract the contractor will keep the area where scrap is baled and or loaded in a neat and orderly condition.

17 ALTERNATE OFFERS/EXCEPTIONS

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

18. EVALUATION CRITERIA

Instructions: When preparing proposals, reply to each of the following proposal content and evaluation criteria in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences and provide any requested materials.

I. ABILITY TO PROVIDE SERVICE & FINANCIAL STABILITY (30%)

A. A general overview and history of your company, number of years in business, number of employees, corporate headquarters location, type of business, names of the firm's chief officers, and where you do business.

B. Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. The appointed representative shall be responsible for, but not limited to, the following services: correct pricing, back-order control, invoice and voucher procedures, delivery, and in general to provided functions as necessary to ensure that the account will be maintained in a condition which will expedite ordering, deliveries, and allow the City of Lubbock to promptly pay all invoices as due.

C. Minimum (3) three business references.

II. PROPOSED APPROACH TO PROJECT (20%)

A. A statement of your understanding of the project and a general description of your proposed approach to project scope of services.

B. Furnish copies of all forms that you anticipate using to record the purchase of scrap metal delivery and pick-up.

C. Describe your customer service and complaint resolution policies and practices.

III. COMPLIANCE WITH SPECIFICATIONS (30%)

A. Offeror shall not be merely limited to items as shown in scope of work, but rather encouraged to recommend other services, products, methods, etc. as he/she feels would enhance the overall sales of scrap metal both with respect to effectiveness and efficiency.

IV. REVENUE GENERATED (20%)

Proposed prices must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. ***Charges not listed in the RFP response will not be allowed.***

Exceptions. If you have any exceptions to this Request for Proposal they must be included explained in detailed.

19. PROPOSAL FORMAT

a) Proposals should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.

b) The proposal should be bound in a single volume where practical (Notebook preferred). All documentation submitted with the proposal should be bound in that single volume.

c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.

d) The proposal must be organized into the following response item sections and submitted in an indexed binder.

i) Cover letter addressed to the Honorable Mayor and City Council that states the Proposer understands of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.

ii) ABILITY TO PROVIDE SERVICE & FINANCIAL STABILITY (30 %)

iii) PROPOSED APPROACH TO PROJECT (20 %)

iv) COMPLIANCE WITH SPECIFICATIONS (30 %)

v) REVENUE GENERATED (20%)

EXHIBIT B

REVISED - 1

SCRAP METAL DELIVERED TO THE CONTRACTOR'S YARD BY CITY OF LUBBOCK

Southside Drop-off Center at 1631 84th Street

8. SCRAP IRON AND STEEL – loose (Tin food and beverage cans):

(To be bid on the basis of the "Dealer Selling Prices" for #1 HEAVY MELT at Houston. TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US NA per gross ton 51% of

OR

Minus $US NA per gross ton

Delivery point (Address, Contact and Phone No.)

7825 Olive Ave Lubbock Tx. 79404
Dennis Zuehlke 806-744-7091

Distance from Southside Drop-off Center at 1631 84th Street to delivery point: 5 miles

9. USED BEVERAGE CONTAINERS – (Aluminum):

(To be bid on the basis of the "Dealer ~~Selling~~ Buying Prices" for OLD ALUMINUM, SHEET & CAST at Houston TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US NA per ~~gross ton~~ pound 105% of

OR

Minus $US NA per ~~gross ton~~ pound

Delivery point (Address, Contact and Phone No.)

7825 Olive Ave Lubbock Tx. 79404
Dennis Zuehlke 806 744-7091

Distance from Southside Drop-off Center at 1631 84th Street to delivery point: 5 miles

10. CAST ALUMINUM SCRAP – Sign post bottoms:

(To be bid on the basis of the "Dealer ~~Selling~~ Buying Prices" for OLD ALUMINUM, SHEET & CAST at Houston TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US NA per pound 105% of

OR

Minus $US NA per pound

Delivery point (Address, Contact and Phone No.)

7825 Olive Ave Lubbock Tx. 79404
Dennis Zuehlke 806-744-7091

Distance from Southside Drop-off Center at 1631 84th Street to delivery point: 5 miles

REVISED - 1

11. SCRAP COPPER - INSULATED/DIRTY:

(To be bid on the basis of the "Dealer ~~Selling~~ Buying Prices" for # 2 HEAVY COPPER AND WIRE at Houston TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US NA per pound 55% of

OR

Minus $US NA per pound

Delivery point (Address, Contact and Phone No.)

7825 olive Ave Lubbock Tx. 79404
Dennis Zuehlke 806-744-7091

Distance from Southside Drop-off Center at 1631 84th Street to delivery point: 5 miles

12. SCRAP COPPER - BARE:

(To be bid on the basis of the "Dealer ~~Selling~~ Buying Prices" for # 1 HEAVY COPPER AND WIRE at Houston TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US NA per pound 101% of

OR

Minus $US NA per pound

Delivery point (Address, Contact and Phone No.)

7825 Olive Ave. Lubbock Tx. 79404
Dennis Zuehlke 806-744-7091

Distance from Southside Drop-off Center at 1631 84th Street to delivery point: 5 miles

13. SCRAP ALUMINUM WIRE - Clean (bare) ACSR:

(To be bid on the basis of the "Dealer ~~Selling~~ Buying Prices" for OLD ALUMINUM, SHEET & CAST at Houston TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US NA per pound 77% of

OR

Minus $US NA per pound

Delivery point (Address, Contact and Phone No.)

7825 Olive Ave Lubbock Tx. 79404
Dennis Zuehlke 806-744-7091

Distance from Southside Drop-off Center at 1631 84th Street to delivery point: 5 miles

REVISED - 1

14. SCRAP ALUMINUM –DIRTY (street light heads):

(To be bid on the basis of the "Dealer ~~Selling~~ Buying Prices" for OLD ALUMINUM, SHEET & CAST at Houston TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US NA per pound 52% of

OR

Minus $US NA per pound

Delivery point (Address, Contact and Phone No.)

7825 Olive Ave Lubbock Tx. 79404
Dennis Zuehlke 806-744-7091

Distance from Southside Drop-off Center at 1631 84th Street to delivery point: 5 miles

15. CLEAN ALUMINUM - (Blank signs, used signs, with all screws removed):

(To be bid on the basis of the "Dealer ~~Selling~~ Buying Prices" for CLEAN ALUMINUM at Houston TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US NA per pound 105% of

OR

Minus $US NA per pound

Delivery point (Address, Contact and Phone No.)

7825 Olive Ave Lubbock Tx. 79404
Dennis Zuehlke 806-744-7091

Distance from Southside Drop-off Center at 1631 84th Street to delivery point: 5 miles

16. SCRAP ALUMINUM WIRE (URD) red stripe:

(To be bid on the basis of the "Dealer ~~Selling~~ Buying Prices" for OLD ALUMINUM, SHEET & CAST at Houston TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US NA per pound 75% of

OR

Minus $US NA per pound

Delivery point (Address, Contact and Phone No.)

7825 Olive Ave Lubbock Tx 79404
Dennis Zuehlke 806-744-7091

Distance from Southside Drop-off Center at 1631 84th Street to delivery point: 5 miles

REVISED - 1

17. SCRAP ALUMINUM WIRE -INSULATED:

(To be bid on the basis of the "Dealer ~~Selling~~ Buying Prices" for OLD ALUMINUM, SHEET & CAST at Houston TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US NA per pound 76% of

OR

Minus $US NA per pound

Delivery point (Address, Contact and Phone No.)

7825 Olive Ave Lubbock Tx 79404
Dennis Zuehlke 806-744-7091

Distance from Southside Drop-off Center at 1631 84th Street to delivery point: 5 miles

18. SCRAP ALUMINUM SIGNS:

(To be bid on the basis of the "Dealer ~~Selling~~ Buying Prices" for OLD ALUMINUM, SHEET & CAST at Houston TX, as quoted in the "American Metal Market" on the close date of RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US NA per pound 105% of

OR

Minus $US NA per pound

Delivery point (Address, Contact and Phone No.)

7825 Olive Ave Lubbock Tx 79404
Dennis Zuehlke 806-744-7091

Distance from Southside Drop-off Center at 1631 84th Street to delivery point: 5 miles

19. SCRAP BRASS METERS:

(To be bid on the basis of the "Dealer ~~Selling~~ Buying Prices" for YELLOW BRASS SOLIDS at Houston TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US NA per pound 85% of

OR

Minus $US NA per pound

Delivery point (Address, Contact and Phone No.)

7825 Olive Ave Lubbock Tx 79404
Dennis Zuehlke 806-744-7091

Distance from Southside Drop-off Center at 1631 84th Street to delivery point: 5 miles

REVISED - 1

SCRAP METAL PICKED UP BY THE CONTRACTOR FROM:

City Warehouse yard, 306 Municipal Drive

20. ~~ALUMINUM AND CAST ALUMINUM SCRAP~~ GALVANIZED STEEL – CLEAN (Traffic signal arms, street light poles):

(To be bid on the basis of the "Dealer Selling Prices" for # 1 HEAVY MELT at Houston TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US NA per ~~pound~~ gross ton 40% of

OR

Minus $US NA per ~~pound~~ gross ton

Pick Up Charge: $ Ø

****NOTE: Any price differences when delivery by City or pickup by the Contractor should be noted in your Proposal.**

City of Lubbock, TX
RFP 15-12262-TF
Sale of Scrap Metals

III. INSURANCE

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE	AMOUNT
1. **Worker's Compensation**	Statutory
or	
Occupational Accident (Non Subscriber)	**$1,000,000/person and $3,000,000 Aggregate**
AND	
Employers Liability	$1,000,000
2. **Commercial General (public) Liability** insurance including coverage for the following:	
a. Premises operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability	Combined single limit for bodily injury and property damage of $1,000,000 per occurrence or its equivalent.
3. **Comprehensive Automobile Liability insurance** a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit of $1,000,000 including bodily injury and property or its equivalent.

The City of Lubbock shall be named a primary additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12352 for the sale of scrap metals per RFP 15-12262-TF, by and between the City of Lubbock and Commercial Metals Company, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this ____ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Resolution - Commercial Metals Company 5.1.15
May 1, 2015

Contract 12352

City of Lubbock, TX
Sale of Scrap Metals
Service Agreement

This Service Agreement (this "Agreement") is entered into as of the **28th** day of **May, 2015** ("Effective Date") by and between **Commercial Metals Company,** (the Contractor), and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals 15-12262-TF, Sale of Scrap Metals.

WHEREAS, the proposal submitted by the Contractor has been selected as the secondary contractor which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Sale of Scrap Metals, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – Specifications
3. Exhibit B – Pricing Sheet
4. Exhibit C – Insurance Requirements

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B, and C attached hereto.

Article 1 Services

1.1 The period of this contract shall be for one year contingent upon City Council approval. This contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be for four additional one-year periods, if agreeable to all parties for a total contract length of five years. The scope of work shall remain the same but may include any additional structures and equipment that may have been added by the City of Lubbock. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.

1.2 The Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the Agreement, whatsoever, without prior consent of the City.

1.3 The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

1.4 All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

1.5 House Bill 2015, signed by the Governor on June 14, 2013 and effective on January 1, 2014, authorizes a penalty to be imposed on a person who contracts for certain services with a governmental entity and who fails to properly classify their workers. This applies to subcontractors as well. Contractors and subcontractors who fail to properly classify individuals performing work under a governmental contract will be penalized $200 for each individual that has been misclassified (Texas Government Code Section 2155.001).

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within 30 days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within 30 days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

2.10 The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Laura Pratt, Assistant City Attorney

CONTRACTOR: Commercial Metals

Contractor's Signature

Dennis McCallum

Printed Name

Plant Mgr.

Title

City of Lubbock, TX
RFP 15-12262-TF
Sale of Scrap Metals
Specifications

1. INTENT

a) The City of Lubbock (hereinafter called "City") is seeking proposals from interested firms and individuals, (hereinafter called "Offeror") for the sale of scrap metal accumulated at the Solid Waste Landfill, the West Texas Regional Disposal facility, the Citizen Convenience Stations and Recycling Drop-off Centers as well as other scrap metals generated by the operations of LP&L, Water Utilities, Airport, Traffic and other city departments. Prices are quoted for various categories of scrap metal as a fixed amount either above or below the "Dealer Selling Prices" of the Houston market price in the American Metal Market on the date of sale. All or none proposals are solicited for scrap metal delivered to the Contractor's yard by the City and Picked up by the Offeror. Each department will be responsible for managing the accumulation and sell of their scrap metal to the contractor.

b) The primary objective of this Request for Proposal is to secure a qualified contractor(s) to purchase scrap metal materials from the City of Lubbock either picked up by the successful offeror at locations designated by the City's Representative or delivered to the offerors designated processing site(s) by City personnel.

c) For the purpose of this RFP, scrap metal shall be defined as any discarded metal item or material from whatever substance, that may be reclaimed through melting and refining, and the condition of which in its present form makes it unsuitable for any other use.

d) Offerors are invited to submit their best solution and demonstrated competence and qualifications of their firm for providing these services.

e) The information contained within this document is intended to provide interested firms with the requirements and criteria that will be used to make the selection.

2. TERM OF CONTRACT:

2.1 The period of this contract shall be for one year contingent upon City Council approval. This contract may be renewed at the expiration of its term by agreement of both parties. Such renewal may be for (4) four additional one-year periods, if agreeable to all parties for a total contract length of five years.

2.2 Notice of Intent to renew will be given to the Proposer in writing by the City Purchasing Manager, 60 days before the expiration date of the current contract. (This notice will not be deemed to commit the City to a contract renewal.)

2.3 It should be noted that multiyear contracts may be continued each fiscal year only after funding appropriations and program approval have been granted by the City of Lubbock City Council. In the event that the City of Lubbock City Council does not grant necessary funding appropriation/program approval, then the affected multiyear contract becomes null and void effective October 1 of the fiscal year for which such approvals have been denied.

2.4 This contract shall remain in effect until the expiration date, performance of services ordered, or termination of either party with a thirty (30) day written notice by either party prior to any cancellation. Such written notice must state the reason for cancellation.

3. AUTHORITY TO CONTRACT FOR SALE OF SCRAP METAL:

3.1 Whenever in the judgment of the City of Lubbock City Council such action may be necessary or advisable, they may determine to have the City enter into a contract or contracts for the sale of scrap metal in accordance with the best interest of the City of Lubbock and its citizens.

3.2 The contract shall be for such terms as they may determine, but not to exceed in any instance five (5) years for a non-exclusive contract, and the City Council may authorize the making on the part of the City of Lubbock one or more contracts and if they determine it necessary, may limit such contract to a certain category of scrap metal, such as copper, aluminum, brass and the like.

3.3 Offeror must provide all facilities, labor, materials, equipment and supplies necessary for the complete performance of this contract.

4. CITY'S REPRESENTATIVE:

4.1 Whenever the word City's Representative or representative is used in this RFP and in the Contract, it shall be understood as referring to, City of Lubbock, or its representative **PENNY MORIN, MANAGER OF COLLECTIONS**; or to such other representatives, inspectors or supervisors as may be authorized by the City of Lubbock to act in any particular under the contract.

4.2 Supervisors or inspectors will act for the City under the direction of the City's Representative, but shall not directly supervise the contractor or persons acting on behalf of the contractor.

5. REMOVAL OF CONTRACTOR OWNED EQUIPMENT:

The Offeror shall be responsible for removal of Offeror's owned equipment, if any, within five (5) working days after the termination of this contract.

6. PRICES:

6.1 Amounts of other scrap metal, not listed may be generated by City activities and delivered to, or picked up by, the Offeror. The market price "high" on the date of sale will be accepted by the City. "High" shall mean the highest price when a price range is quoted in the American Metal Market "Dealer Selling Prices".

6.2 Prices quoted by each offeror shall be based on the "Dealer Selling Prices" on the date of sale. "High" shall mean the highest price when a price range is quoted in the American Metal Market "Dealer Selling Prices".

6.3 Should the scrap metal market drop drastically, and if agreeable to all parties, the rates may be adjusted upward or downward at a percentage not to exceed the effective change in the Consumer Price Index (CPI) or Product Price Index (PPI), whichever is most appropriate for the specific contract. At the City's discretion, the effective change rate shall be based on either the local or national index average rate for all items. If agreement cannot be reached, the contract is terminated at the end of the current contract period.

7. PRICING

7.1 Each Proposer must complete, and submit with their proposal, their pricing schedule attached hereto as Exhibit "A".

7.2 Please place all offeror's percentages for the specific metal categories listed on the attached pricing sheet. Price evaluation shall be made on the description as they appear on the publications. The pricing offered is to include all costs for the services described in this proposal. NO additional fees for collection, processing or transport are to be charged.

7.3 Due to the variety of metals involved and to the fluctuating prices of metals, all vendors are requested to bid their price based upon the American Metals Market, first publication of the month, first Friday of the month. Price is to be firm until the first publication of the following month. All pricing is to be based on "Dealer Selling Prices #1 Heavy Melt Houston".

7.4 The multiplier is to be determined by the proposer who is bidding on proposal.

7.4.1 The West Texas Regional Disposal Facility at 17304 North FM 2528 will be used to determine delivery distance from that point to the Contractor's receiving facility. The location of the Southside Drop-off at 1631 84th Street will be used to determine delivery distance from that point to the Contractor's receiving facility.

7.4.2 For evaluation purposes only, the proposal will be factored using a distance factor of $3.00 per loaded mile (one way), with an average load of 5 gross tons, and using the "Dealer Selling Prices #1 Heavy Melt Houston" as quoted in the "American Metal Market" and in effect on the close date of the RFP. The distance factor will be deducted from the amount of revenue bid as the cost of delivering the materials to the Contractor. An example follows:

Offer A

Bids $23.00 revenue per gross ton ("Dealer Selling Prices #1 Heavy Melt Houston" plus/minus bid per gross ton)

Receiving facility is located 20 miles from point of reference.

Offer B

Bids $20.00 revenue per gross ton ("Dealer Selling Prices #1 Heavy Melt Houston" plus/minus bid per gross ton)

Receiving facility is located 5 miles from point of reference

Offer A	Offer B
20 miles	5 miles
x $3.00/loaded mile	x $3.00/loaded mile
60.00	15.00
5 gross tons x $23.00/gross ton = $115.00	5 gross tons x $20.00/gross ton = $100.00
$115.00	$100.00
- 60.00	- 15.00
$ 55.00	$ 85.00

8. ORDER OF PRECEDENCE:

In the event of conflict, the Specifications of the RFP shall take precedence over the Instructions to Bidders included herein.

9. DELIVERY/PICK-UP PERFORMANCE:

9.1 In the case of scrap metal delivered to the Contractor's yard by City of Lubbock, the Contractor must provide a licensed weighing facility. Deliveries will be made by City of Lubbock, Monday through Friday, except holidays, between the hours of 8:00 A.M. and 3:30 P.M., and Saturday, except holiday weekends, between the hours of 8:00 A.M. and 12:00 NOON.

9.2 In the case of scrap metal picked up by the Contractor, the City Representative, will notify the Contractor by telephone to make a pickup. The Contractor shall make pickup within 48 hours (two business days) after notification.

9.3 Loading Materials shall be loaded by contractor personnel, in an efficient, safe and competent manner. The City of Lubbock shall not be responsible for weight distribution of load; however City personnel will be allowed to assist if necessary. The City will not be responsible for the load or tie down.

9.4 All transportation and collection costs are the responsibility of the proposer.

10. WEIGHT TICKETS:

10.1 When scrap metal is delivered to the Contractor's yard by City of Lubbock, the Contractor must furnish certified weight tickets both to the driver of the vehicle and to the City's Representative for each load, and must indicate on each weight ticket the name of the City Department making the delivery and the City vehicle number. The City's Representative reserves the right to verify weights at a control facility selected by the City's Representative. If a discrepancy exists between the weight at the Contractor's facility and the control facility, the weight at the control facility shall prevail in determining payments.

10.2 When scrap metal is picked up by the Contractor, the truck must be weighed in and out at a weigh facility. At the time of pickup, the Contractor shall furnish a certified weight ticket for each load picked up. Each ticket must indicate the City Department and the Department's location (address) of the pickup, the date, time and weights (gross, tare, and net). The Contractor must provide equipment capable of making container pickup without re-handling of the scrap metal. Contractor's truck should be empty upon arrival for pick-up.

10.3 The Contractor's facility shall have the ability to handle the automated unloading of standard refuse and recycling vehicles, including roll-off/roll-on containers and tractor-trailer units, without undue delay. UNDER NO CIRCUMSTANCES SHALL THE CONTRACTOR LEVY AN UNLOADING FEE ON THE CITY.

11 PAYMENT PROCEDURE:

11.1 The Contractor shall submit to the City's Representative and to each City Department a monthly summary statement referencing the contract, listing the weight ticket numbers, dates, lbs., tonnage and City Department. The summary statement shall also cover revenue for pickups and/or deliveries and any pickup fees made during the term of the contract. The summary statement must be accompanied by one copy of all weight tickets and a copy of the appropriate page of the "Metal Market" designating the price during the time which sale was made.

11.2 Payment, for the net amount, shall be made by the 10th of the following month, by check made payable to the City of Lubbock. Individual checks shall be sent to each City Department for the amount of scrap metal sold to the contractor, along with a statement of the type of metal sold, and the tonnage.

12 PICKUP LOCATIONS/CONTAINER PLACEMENT

12.1 As determined by the City's Representative, the City shall furnish sufficient quantities of containers for various categories of scrap metal included in Item 20 shown on the Bid Form at the following locations:

12.1.1 City Warehouse, 306 Municipal Drive

12.2 Containers shall be placed by the City in an area at each location that is unobstructed and is accessible to the Contractor's truck making the pickup. City personnel will notify the Contractor to make the pickup.

13. HAZARDOUS SUBSTANCE DISPOSAL:

13.1 Disposal of any substances classified by the Environmental Protection Agency (EPA) as hazardous shall be consistent with EPA requirements.

13.2 City of Lubbock shall remove capacitors containing polychlorinated biphenyls (PCB's) from white goods prior to the delivery to Contractor's yard or being picked up by the Contractor.

14. CONDITIONS OF APPLINACES & SCRAP METAL

All material will be sold on an "as is" and "where is" basis. The City makes no guarantee of any kind expressed or implied as to the condition of the material. Mixed metals consisting of such items as metal chairs, metal desks, appliances, tin cans, aluminum cans, sheet metals, water heaters, wire scraps, scrap vehicles, lawn mowers, motors, etc...make up the bulk of metals sold. These items are to be bid on a gross ton basis.

15. LICENSES

Contractor shall maintain, in current status, Federal, State and Local licenses and permits required for the operation of the business conducted by the contractor.

16 SITE CLEAN-UP

The contractor shall, at the completion of this contract, remove all debris, unused materials, apparatus, equipment, etc. and clean up the area leaving the premises clean and orderly, returning to the original conditions. Throughout the duration of the contract the contractor will keep the area where scrap is baled and or loaded in a neat and orderly condition.

17 ALTERNATE OFFERS/EXCEPTIONS

Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.

18. EVALUATION CRITERIA

Instructions: When preparing proposals, reply to each of the following proposal content and evaluation criteria in the order listed. Please restate each numbered point listed below followed by your response in full, narrative sentences and provide any requested materials.

I. ABILITY TO PROVIDE SERVICE & FINANCIAL STABILITY (30%)

A. A general overview and history of your company, number of years in business, number of employees, corporate headquarters location, type of business, names of the firm's chief officers, and where you do business.

B. Identify proposed staff members who would be involved in providing the services requested herein and submit statements or resumes detailing their qualifications. The appointed representative shall be responsible for, but not limited to, the following services: correct pricing, back-order control, invoice and voucher procedures, delivery, and in general to provided functions as necessary to ensure that the account will be maintained in a condition which will expedite ordering, deliveries, and allow the City of Lubbock to promptly pay all invoices as due.

C. Minimum (3) three business references.

II. PROPOSED APPROACH TO PROJECT (20%)

A. A statement of your understanding of the project and a general description of your proposed approach to project scope of services.

B. Furnish copies of all forms that you anticipate using to record the purchase of scrap metal delivery and pick-up.

C. Describe your customer service and complaint resolution policies and practices.

III. COMPLIANCE WITH SPECIFICATIONS (30%)

A. Offeror shall not be merely limited to items as shown in scope of work, but rather encouraged to recommend other services, products, methods, etc. as he/she feels would enhance the overall sales of scrap metal both with respect to effectiveness and efficiency.

IV. REVENUE GENERATED (20%)

Proposed prices must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. ***Charges not listed in the RFP response will not be allowed.***

Exceptions. If you have any exceptions to this Request for Proposal they must be included explained in detailed.

19. PROPOSAL FORMAT

a) Proposals should provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness, clarity of content, and conveyance of the information requested by the City.

b) The proposal should be bound in a single volume where practical (Notebook preferred). All documentation submitted with the proposal should be bound in that single volume.

c) If the proposal includes any comment over and above the specific information requested in the RFP, it is to be included as a separate appendix to the proposal.

d) The proposal must be organized into the following response item sections and submitted in an indexed binder.

i) Cover letter addressed to the Honorable Mayor and City Council that states the Proposer understands of the services to be provided. Include any additional information believed necessary that is not requested elsewhere in the RFP.

ii) ABILITY TO PROVIDE SERVICE & FINANCIAL STABILITY (30 %)

iii) PROPOSED APPROACH TO PROJECT (20 %)

iv) COMPLIANCE WITH SPECIFICATIONS (30 %)

v) REVENUE GENERATED (20%)

EXHIBIT B

REVISED - 1

Pricing Sheet

SCRAP METAL DELIVERED TO THE CONTRACTOR'S YARD BY CITY OF LUBBOCK

West Texas Disposal Facility at 17304 North FM 2528

1. SCRAP IRON AND STEEL – loose (Tin food and beverage cans):

(To be bid on the basis of the "Dealer Selling Prices" for #1 HEAVY MELT at Houston, TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US_____ per gross ton

OR

Minus $US 80.00 per gross ton

Delivery point (Address, Contact and Phone No.)

Commercial Metals-Lubbock, Interstate 27, Lubbock, TX

Dennis McCollum 806 746 5025

Distance from West Texas Regional Disposal Facility to delivery point: 13 miles

2. USED BEVERAGE CONTAINERS – (Aluminum):

(To be bid on the basis of the "Dealer ~~Selling~~ Buying Prices" for OLD ALUMINUM, SHEET & CAST at Houston TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US .09 per pound

OR

Minus $US_____ per pound

Delivery point (Address, Contact and Phone No.)

Commercial Metals-Lubbock, Interstate 27, Lubbock, TX

Dennis McCollum 806-746-5025

Distance from West Texas Regional Disposal Facility to delivery point: 13 miles

3. SCRAP ALUMINUM WIRE - Clean (bare) ACSR:

(To be bid on the basis of the "Dealer ~~Selling~~ Buying Prices" for OLD ALUMINUM, SHEET & CAST at Houston TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US_____ per pound

OR

Minus $US .20 per pound

Delivery point (Address, Contact and Phone No.)

Commercial Metals-Lubbock, Interstate 27, Lubbock, TX

Dennis McCollum 806-746-5025

Distance from West Texas Regional Disposal Facility to delivery point: 13 miles

REVISED - 1

7. SCRAP ALUMINUM SIGNS:

(To be bid on the basis of the "Dealer ~~Selling~~ Buying Prices" for OLD ALUMINUM, SHEET & CAST at Houston TX, as quoted in the "American Metal Market" on the close date of the RFP.)

~~CONSUMER BUYING PRICE~~

Plus $US_____ per pound

OR

Minus $US .10 per pound

Delivery point (Address, Contact and Phone No.)

Commercial Metals-Lubbock Interstate 27, Lubbock, Tx

Dennis McCallum 806 746-5025

Distance from West Texas Regional Disposal Facility to delivery point: 13 miles

City of Lubbock, TX
Purchasing & Contract Management
RFP 15-12262-TF
Sale of Scrap Metal
Reference Form

Please list three references of current customers who can verify the quality of service your company provides. The City prefers customers of similar size and scope of work to this RFP. THIS FORM MUST BE RETURNED WITH YOUR PROPOSAL

REFERENCE ONE

Government/Company Name: Texas Tech Housing
Address: PO Box 43172 Lubbock TX
Contact Person and Title: Melanie Tatum Lubbock TX 79409
Phone: 806-742-1459 Fax:
Contract Period: On going Scope of Work: Scrap

REFERENCE TWO

Government/Company Name: Utility Recycling Services
Address: 9820 West Point Dr. Indianapolis, IN 46256
Contact Person and Title: Tori Stigall → 503 VanZandt CR 3805 Wills Point TX 75169
Phone: 903-873-3811 Fax: 903-873-8036
Contract Period: On going Scope of Work: Scrap

REFERENCE THREE

Government/Company Name: J&B Industrial
Address: 521 NE Loop 289 Lubbock TX 79403
Contact Person and Title: John Birk
Phone: 806-749-4300 Fax: 806-749-7119
Contract Period: On going Scope of Work: Scrap

City of Lubbock, TX
RFP 15-12262-TF
Sale of Scrap Metals

III. INSURANCE

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE	AMOUNT
1. **Worker's Compensation**	Statutory
or	
Occupational Accident (Non Subscriber)	**$1,000,000/person and $3,000,000 Aggregate**
AND	
Employers Liability	$1,000,000
2. **Commercial General (public) Liability** insurance including coverage for the following:	
a. Premises operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury f. Contractual liability	Combined single limit for bodily injury and property damage of $1,000,000 per occurrence or its equivalent.
3. **Comprehensive Automobile Liability insurance** a. Owned/leased vehicles b. Non-owned vehicles c. Hired vehicles	Combined single limit of $1,000,000 including bodily injury and property or its equivalent.

The City of Lubbock shall be named a primary additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability by the insurance company exonerate the Contractor from liability.

Regular City Council Meeting **6. 32.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Fleet: Consider two resolutions authorizing the Mayor to execute contract 12244 with Hub City Body Works, Inc and contract 12296 with Seay Collision II, LLC for body shop repair services, RFP 15-12244-MA.

Item Summary

The contracts will allow for competitive estimates for repair of City vehicles. A request for estimates will be obtained from each contractor each time a vehicle is involved in an accident and needs body repair services. The lowest estimate in each instance will be taken. The proposals were evaluated using the following criteria: 30% - Qualifications; Experience and References; 20% - Quality of Materials and Workmanship; 30% - Cost; and 20% - Location and Security of Repair Facility.

After the proposals were evaluated and discussed with committee members, the following ranking was obtained:

Contractor	Score
Hub City Body Works Inc. of Lubbock, TX	27.90
Seay Collision II, LLC of Lubbock, TX	26.80
Narvaez Paint and Body of Lubbock, TX	17.30

Staff recommends contract award to Hub City Body Works Inc. of Lubbock, Texas and Seay Collison II, LLC of Lubbock, Texas . The contracts are awarded by hourly rate and a percent markup for parts. A resource guide used for hourly labor repair estimate has been identified for each contractor.

Fiscal Impact

The repair cost is charged to each operating department's budget.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Hub City Body Works, Inc

Resolution & Contract - Seay Collision II, LLC

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12244 for automotive body damage repair services and related mechanical repairs to the City's vehicle fleet per RFP 15-12244-MA, by and between the City of Lubbock and Hub City Body Works, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this ____ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Resolution - Hub City Body Works 5.13.15
May 13, 2015

CONTRACT 12244

CITY OF LUBBOCK, TX
Body Shop Repair Services

This Service Agreement (this "Agreement") is entered into as of the **28th** day of **May 2015**, ("Effective Date") by and between Hub City Body Works, Inc. of Lubbock, Texas (the Contractor),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals RFP 15-12244-MA for Body Shop Repair Services,

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Body Shop Repair Services, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Proposal and Best and Final Offer
4. Exhibit C – Insurance

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B, and hereto.

Article 1 Services

1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit B, to Contractor for performing services.

1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the

goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

2.5 In the event any provision of this Agreement is held illegal or invalid, the remaining provisions of this Agreement shall not be affected thereby.

2.6 The waiver of a breach of any provision of this Agreement by any parties or the failure of any parties otherwise to insist upon strict performance of any provision hereof shall not constitute a waiver of any subsequent breach or of any subsequent failure to perform.

2.7 This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, representatives and successors and may be assigned by Contractor or the City to any successor only on the written approval of the other party.

2.8 All claims, disputes, and other matters in question between the Parties arising out of or relating to this Agreement or the breach thereof, shall be formally discussed and negotiated between the Parties for resolution. In the event that the Parties are unable to resolve the claims, disputes, or other matters in question within thirty (30) days of written notification from the aggrieved Party to the other Party, the aggrieved Party shall be free to pursue all remedies available at law or in equity.

2.9 At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

2.10 The City reserves the right to exercise any right or remedy to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.

IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

CONTRACTOR:

Contractor's Signature

Hub City Body Works, Inc.

Manager
Title

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Laura Pratt, Assistant City Attorney

GENERAL REQUIREMENTS

INTENT

The City of Lubbock is interested in receiving proposals from qualified offerors to provide automotive body damage repair services and related mechanical repairs to the City's vehicle fleet (including cars, light trucks, SUVs, Patrol Tahoes, vans, heavy trucks, fire apparatus, trailers, etc.). The City's intent is to establish an annual contract with multiple qualified Contractor's for these services for the period and renewal options specified. All offerers must be open to inspection of location prior to and during contract period by the City of Lubbock.

Contractors are encouraged to submit proposals for all or any combination of vehicle class categories included in the City's fleet. Currently, the City's fleet includes the following:

Vehicle Type Quantities	(Approximate #)
Sedans	269
SUVs	262
Light Duty Trucks	371
Vans	35
Heavy Duty Trucks	207
Fire Apparatus	42
Trailers	237

Repair of other specialized fleet equipment not listed in this section may also be requested as needed.

SCOPE OF SERVICES

The Contractor shall be responsible for making general body and required mechanical repairs related to accidents and vandalism to the City's owned or maintained vehicles or equipment.

Estimates:
In all cases, repairs shall only be authorized by, and compensated for to the extent as specified in the written Damage Repair Estimate (the "estimate") provided to the City by Contractor. Estimates may be subsequently amended by Contractor as required for hidden damages, but only with prior written approval by the City.

Vehicles in need of repair estimates will be located at the City of Lubbock Fleet Facility at 206 Municipal Drive unless otherwise noted. The City of Lubbock Fleet Department will set a time for review of the needed vehicle with a Fleet representative present. The estimate shall clearly indicate supplied parts and repair materials as New Original Equipment Manufacturer's (OEM). Estimates must be received within 24 hours of examining the vehicle and must include photos of the areas in need of repair or replaced.

Labor estimates shall be based upon and supported by standard reference publications generally recognized for use by the body repair industry, such as CCC Pathways software, Mitchell's, Alldata or Motor's Collision Repair manuals. The estimate shall state the reference publication used.

Estimated completion times shall be furnished on each estimate as well as the expected start work date. The City may approve additional time to complete repairs for previously hidden damages or non-availability of repair parts upon Contractor's request and documentation and must be submitted within 24 hours of finding additional areas of need.

Estimates need not include the price to replace the City of Lubbock logo or decal. That will be done at the City of Lubbock Fleet department.

After approval has been given to the Contractor to do the work, it is the responsibility of the Contractor to pick up or tow the vehicle to the vendor's location.

Performance:
Quality of the completed work for fit, finish, sheet metal work, overall painting and patching must be acceptable to the City. The standard applied shall be:

- Repaired surface area will match the rest of the vehicle in color, fit, and/or finish
- All body and repair parts or materials used in the repairs shall be certified by their manufacturer as meeting Original Equipment Manufacturer's [OEM] specifications.

The City, at its option, may elect to provide required repair parts to Contractor. In such case, Contractor shall not be required to warranty the City's provided parts or labor required for *rework* due to failure of the City's provided parts.

If the Contractor decides to sublet any repairs to a third party, prior approval must be received from the City of Lubbock Fleet Department.

Accident related damages discovered by Contractor subsequent to completion of the estimate and which were omitted from the estimate (hereafter "hidden damages"), shall be reported to the City to obtain written authorization to make such additional repairs and must be submitted within 24 hours of finding additional areas of repair need.

Once the vehicle is complete, the Contractor will notify the City of Lubbock Fleet Department that the vehicle is ready for inspection at the Contractor's site. Once work is approved, vehicle will be picked up.

The City will use the following items throughout the duration of the contract to evaluate contractors' performance:

1. Number of estimates requiring supplementary repairs
2. Costs of supplementary repairs and parts
3. Number of times work was not completed on time
4. Number of times vehicle was sent back for rework
5. Number of invoicing errors

ADDITIONAL REQUIREMENTS

Contractor shall be liable for security and safekeeping of the City's vehicles to include attachments, components, emergency signal equipment and radios when left with Contractor for repairs. Contractor shall maintain records and comply with all applicable EPA and OSHA requirements governing auto body repair. Records of all hazardous waste removal shall be made available to the City or its assigned agents.
Contractor shall maintain vendor receipts for parts used in making the needed repairs. Parts pricing shall be subject to audit by the City to verify the markup specified in the pricing schedule.

PAYMENT

City shall pay Contractor only for work specifically authorized and performed per the estimate and any previously approved supplements. Payment shall be made when the City's representative has accepted the repairs as satisfactory and signed the Contractor's invoice. A copy of the invoice must be given to the approver and one emailed to the City of Lubbock Fleet Department.

INDEMNIFICATION AND RELEASE

It is understood that any resulting contract executed will contain the following Indemnification and Release language:

INDEMNIFICATION

It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

CONTRACT TERM AND CONDITIONS

The contract shall be for a term of one year, with the option of four, one year extensions, The City has the option to extend the contract four additional times in one-year increments, for a total possible contract time of five years. If the CITY opts for an extension, the Contractor's rates, as listed on Schedule Rate, shall be increased or decreased in proportion to the percentage increase or decrease, if any, in the Consumer Price Index (all Urban Consumers) for the 12 month period prior to the beginning of each contract extension.

This contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

City of Lubbock, TX
Body Shop Repair Services
RFP 15-12244-MA

PRICING SCHEDULE

The offeror agrees to provide the requested services installation and equipment for automotive body damage repairs in compliance with the specifications, terms and conditions herein, as follows:

State Warranty Period and Limitations, if any for:

Body - Lifetime Warranty on Labor and repair materials. Manufacture warranty on parts.

Paint - Lifetime Warranty on Labor and Materials

Mechanical repairs - Lifetime Warranty on Labor and Materials. Manufactures warranty applies to all parts.

Hourly labor rate for body-work repairs	$	32	Hour
Hourly labor rate for paint/refinishing	$	32	Hour
Hourly labor rate for mechanical repairs	$	40	Hour
Hourly labor rate for fiberglass repair (if available)	$	32 Hour	
Price to clean interior & exterior of vehicle prior to delivery, as needed	$	Included/Vehicle	
Percent markup for repair or replacement parts		15	%
Percent markup, if any, on sublet repairs		0%	
Resource used for hourly labor repair estimate	CCC-One		

Please provide a pricelist for painting (include total prep time) each vehicle class based on the following:

- Entire vehicle
- Door
- Hood,
- Fender
- Bumper cover

City of Lubbock, TX
Body Shop Repair Services
RFP 15-12244-MA

CONTRACTOR DATA

1. Indicate the length of time your company has been in business providing this type of service:

   Years 45 Months _____

2. Do you have a frame machine on site at your facility? Yes xx No _____

3. What certifications do your personnel/employees possess? ICAR

4. What mechanical certifications do your personnel/employees possess? ASE

5. What, if any, certifications have been issued to your facility? ProShop/DRP for all major Insurance Carriers. BASF / Glassurit Shop Certified

6. Are there any types of vehicles you cannot accommodate? If yes, please specify/list type(s). N/A

7. Do you have your own towing capabilities? If not, please provide company in which you contract with for towing.

   Ladds Wrecker, RP's Towing, Lubbock Wrecker Service

Painting Pricelist City of Lubbock

RFP 15-12244-MA

Sedans, SUV, LD Trucks, Vans, HD Trucks:

Price is based on new unistalled parts. No repair bodywork included in these prices. HD truck includes vehicle components only. Attachments such as beds or equipment will be bid as needed.

Entire Vehicle $2100.00 Includes Applicable remove and reinstall of necessary components

Door $225.00 Innner and outer .

Hood $200.00 Inner and outer.

Fender $175.00 Inner and outer.

Bumper Cover $150.00

Fire Apparatus:

Fire equipment will need to be bid on a piece by piece basis.

Trailers:

Basic Trailer refinish should be bid on a piece by piece basis.

REQUEST FOR BEST AND FINAL OFFER
Body Shop Repairs
RFP 15-12244-MA

Description	Fee
Hourly labor rate for body-work repairs	$30
Hourly labor rate for paint/refinishing	$30
Hourly labor rate for mechanical repairs	$40
Hourly labor rate for fiberglass repair (if available)	$30
Price to clean interior & exterior of vehicle prior to delivery, as needed	Included
Percent markup for repair or replacement parts	10%
Percent markup, if any, on sublet repairs	0%
Resource used for hourly labor repair estimate	CCC One

CITY OF LUBBOCK, TEXAS

RFP **15-12244-MA**

III. INSURANCE

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE	**AMOUNT**
1. Worker's Compensation	$1,000,000
or	
Occupational Accident (Non Subscriber)	$1,000,000
AND	
Employers Liability	$1,000,000

2. Commercial General (public) Liability insurance including coverage for the following:

a. Premises operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury	Combined single limit for bodily injury and property damage of $1,000,000 per occurrence or its equivalent.
3. Automobile Liability	Aggregate $1,000,000
4. Excess Liability Umbrella form	Each Occurrence Aggregate $4,000,000 Combined single limit of $1,000,000
5. Garage Liability	Auto Only – Each Accident $1,000,000

The City of Lubbock shall be named as additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability.

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Contract No. 12296 for automotive body damage repair services and related mechanical repairs to the City's vehicle fleet per RFP 15-12244-MA, by and between the City of Lubbock and Seay Collison II, LLC, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this ____ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Resolution - Seay Collision 5.13.15
May 13, 2015

CONTRACT 12296

CITY OF LUBBOCK, TX
Body Shop Repair Services

This Service Agreement (this "Agreement") is entered into as of the **28th** day of **May 2015**, ("Effective Date") by and between Seay Collison II, LLC of Lubbock, Texas (the Contractor),and the City of Lubbock (the "City").

RECITALS

WHEREAS, the City has issued a Request for Proposals RFP 15-12244-MA for Body Shop Repair Services,

WHEREAS, the proposal submitted by the Contractor has been selected as the proposal which best meets the needs of the City for this service; and

WHEREAS, Contractor desires to perform as an independent contractor to provide Body Shop Repair Services, upon terms and conditions maintained in this Agreement; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the City and Contractor agree as follows:

City and Contractor acknowledge the Agreement consists of the following exhibits which are attached hereto and incorporated herein by reference, listed in their order of priority in the event of inconsistent or contradictory provisions:

1. This Agreement
2. Exhibit A – General Requirements
3. Exhibit B – Proposal and Best and Final Offer
4. Exhibit C – Insurance

Scope of Work

Contractor shall provide the services that are specified in Exhibit A. The Contractor shall comply with all the applicable requirements set forth in Exhibit B, and hereto.

Article 1 Services

1.1 Contractor agrees to perform services for the City that are specified under the General Requirements set forth in Exhibit A. The City agrees to pay the amounts stated in Exhibit B, to Contractor for performing services.

1.2 Contractor shall use its commercially reasonable efforts to render Services under this Agreement in a professional and business-like manner and in accordance with the standards and practices recognized in the industry.

Nonappropriation clause. All funds for payment by the City under this Agreement are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the

goods or services provided under the Agreement, the City will terminate the Agreement, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this Agreement is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this Agreement, cancellation shall be accepted by the contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this Agreement beyond the date of termination.

Article 2 Miscellaneous.

2.1 This Agreement is made in the State of Texas and shall for all purposes be construed in accordance with the laws of said State, without reference to choice of law provisions.

2.2 This Agreement is performable in, and venue of any action related or pertaining to this Agreement shall lie in, Lubbock, Texas.

2.3 This Agreement and its Exhibits contains the entire agreement between the City and Contractor and supersedes any and all previous agreements, written or oral, between the parties relating to the subject matter hereof. No amendment or modification of the terms of this Agreement shall be binding upon the parties unless reduced to writing and signed by both parties.

2.4 This Agreement may be executed in counterparts, each of which shall be deemed an original.

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IN WITNESS WHEREOF, this Agreement is executed as of the Effective Date.

CITY OF LUBBOCK, TX:

Glen C. Robertson, Mayor

CONTRACTOR:

Contractor's Signature

Seay Collison II, LLC

Title

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

Laura Pratt, Assistant City Attorney

GENERAL REQUIREMENTS

INTENT

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It is understood that any resulting contract executed will contain the following Indemnification and Release language:

INDEMNIFICATION

It is further agreed that the Contractor (separately and collectively the "Indemnitee") shall indemnify, hold harmless, and defend the City, its officers, agents, and employees from and against any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation, court costs, and attorney's fees, for injury to or death of any person or for damage to any property arising out of or in connection with the work done by the Contractor under this Contract. Such indemnity shall apply regardless of whether the claims, losses, damages, causes of action, suits, or liability arise in whole or in part from the negligence of the City, any other party indemnified hereunder, the Contractor, or any third party.

RELEASE

The Contractor assumes full responsibility for the work to be performed hereunder and hereby releases, relinquishes, and discharges the City, its officers, agents, and employees from all claims, demands, and causes of action of every kind and character, including the cost of defense thereof, for any injury to or death of any person and any loss of or damage to any property that is caused by, alleged to be caused by, arising out of, or in connection with the Contractor's work to be performed hereunder. This release shall apply regardless of whether said claims, demands, and causes of action are covered in whole or in part by insurance and regardless of whether such injury, death, loss, or damage was caused in whole or in part by the negligence of the City, any other party released hereunder, the Contractor, or any third party.

CONTRACT TERM AND CONDITIONS

The contract shall be for a term of one year, with the option of four, one year extensions, The City has the option to extend the contract four additional times in one-year increments, for a total possible contract time of five years. If the CITY opts for an extension, the Contractor's rates, as listed on Schedule Rate, shall be increased or decreased in proportion to the percentage increase or decrease, if any, in the Consumer Price Index (all Urban Consumers) for the 12 month period prior to the beginning of each contract extension.

This contract shall remain in effect until the expiration date, performance of services ordered, or termination by either party with a thirty (30) day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.

Exhibit B

City of Lubbock, TX
Body Shop Repair Services
RFP 15-12244-MA

PRICING SCHEDULE

The offeror agrees to provide the requested services/installation and equipment for automotive body damage repairs in compliance with the specifications, terms and conditions herein, as follows:

State Warranty Period and Limitations, if any for:

Body - Lifetime - Nationwide

Paint – Lifetime

Mechanical repairs - 1 year

Hourly labor rate for body-work repairs		$ 38.00	/Hour
Hourly labor rate for paint/refinishing		$ 38.00	/Hour
Hourly labor rate for mechanical repairs		$ 65.00	/Hour
Hourly labor rate for fiberglass repair (if available)	$	38.00	/Hour
Price to clean interior & exterior of vehicle prior to delivery, as needed	$	15.00	/Vehicle
Percent markup for repair or replacement parts		20	%
Percent markup, if any, on sublet repairs		20 %	
Resource used for hourly labor repair estimate		Audatex Estimating System	

Please provide a pricelist for painting (include total prep time) each vehicle class based on the following:

- Entire vehicle
- Door
- Hood,
- Fender
- Bumper cover

City of Lubbock, TX
Body Shop Repair Services
RFP 15-12244-MA

CONTRACTOR DATA

1. Indicate the length of time your company has been in business providing this type of service:

   Years 9yrs Months 1mo.

2. Do you have a frame machine on site at your facility? Yes ✓ No ____

3. What certifications do your personnel/employees possess? I-Car Insurance Continuing Education Program. (Auto Body Repairs)

4. What mechanical certifications do your personnel/employees possess? ASE (Mechanical) Lead technician has 30 yrs experience

5. What, if any, certifications have been issued to your facility? (1) I-Car
   2. Sherwin Williams A-Plus Network - members are invitation only based on performance.

6. Are there any types of vehicles you cannot accommodate? If yes, please specify/list type(s).
   N/A

7. Do you have your own towing capabilities? If not, please provide company in which you contract with for towing.
   1. RP'S Towing 765-6056
   2. JR'S Towing 548-0028

Seay Collision, LLC
5721 Genoa Avenue
Lubbock, Texas 79424
806-792-1570

price list for City RFP

Price list for painting each vehicle class.
(price includes blending paint to adjacent panels for color match)

1. Sedans	
*Overall paint	$1,450
*Door w/blending	245
*Hood	245
*Fender w/blending	190
*Bumper cover	185

2. SUV's	
*Overall paint	$1,995
*Door w/blending	245
*Hood	245
*Fender w/blending	190
*Bumper Cover	185

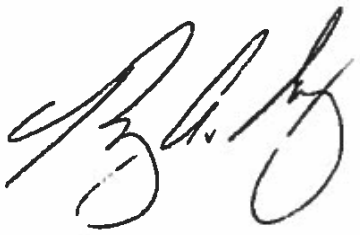
3. Light duty trucks	
*Entire vehicle	$1,850
*Door w/blending	245
*Hood	245
*Fender W/blending	190
*Bumper cover	185

4. Vans	
*Entire Vehicle	$1,995
*Door w/blend	245
*Hood	190
*Fender w/blend	190
*Bumper cover	185

5. Heavy duty trucks	
*Entire Cab/front end	$2,100
*Door	245
*Hood	350
*Fender	245
*Bumper	245

6. Fire apparatus	
*Entire vehicle	by visual estimate
*Door	195
*Hood	350
*Fender	245
*Bumper	245

7. Trailers	
*Entire vehicle (open car trlt)	1,250
*Enclosed Cargo Trlr – Overall	1,750
*Door	245
*Fender	245



REQUEST FOR BEST AND FINAL OFFER
Body Shop Repairs
RFP 15-12244-MA

Description	Fee
Hourly labor rate for body-work repairs	$35
Hourly labor rate for paint/refinishing	$35
Hourly labor rate for mechanical repairs	$65
Hourly labor rate for fiberglass repair (if available)	$35
Price to clean interior & exterior of vehicle prior to delivery, as needed	$10
Percent markup for repair or replacement parts	15%
Percent markup, if any, on sublet repairs	15%
Resource used for hourly labor repair estimate	15%

CITY OF LUBBOCK, TEXAS

RFP 15-12244-MA

III. INSURANCE

SECTION A. Prior to the approval of this contract by the City, the Contractor shall furnish a completed Insurance Certificate to the City, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. THE CITY SHALL HAVE NO DUTY TO PAY OR PERFORM UNDER THIS CONTRACT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE CITY.

INSURANCE COVERAGE REQUIRED

SECTION B. The City reserves the right to review the insurance requirements of this section during the effective period of the contract and to require adjustment of insurance coverages and their limits when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, or the claims history of the industry as well as the Contractor.

SECTION C. Subject to the Contractor's right to maintain reasonable deductibles in such amounts as are approved by the City, the Contractor shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at Contractor's sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to the City, in the following type(s) and amount(s):

TYPE	AMOUNT
1. Worker's Compensation	$1,000,000
or	
Occupational Accident (Non Subscriber)	$1,000,000
AND	
Employers Liability	$1,000,000

2. Commercial General (public) Liability insurance including coverage for the following:

a. Premises operations b. Independent contractors c. Products/completed operations d. Personal injury e. Advertising injury	Combined single limit for bodily injury and property damage of $1,000,000 per occurrence or its equivalent.
3. Automobile Liability	Aggregate $1,000,000
4. Excess Liability Umbrella form	Each Occurrence Aggregate $4,000,000 Combined single limit of $1,000,000
5. Garage Liability	Auto Only – Each Accident $1,000,000

The City of Lubbock shall be named as additional insured with a waiver of subrogation in favor of the City on all coverage's. All copies of the Certificates of Insurance shall reference the RFP or proposal number for which the insurance is being supplied.

ADDITIONAL POLICY ENDORSEMENTS

The City shall be entitled, upon request, and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies). Upon such request by the City, the Contractor shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The Contractor agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, on the certificate or its attachment, the following required provisions:

a. Name the City of Lubbock and its officers, employees, and elected representatives as additional insureds, (as the interest of each insured may appear) as to all applicable coverage;

b. Provide for 30 days notice to the City for cancellation, nonrenewal, or material change;

c. Provide for notice to the City at the address shown below by registered mail;

d. The Contractor agrees to waive subrogation against the City of Lubbock, its officers, employees, and elected representatives for injuries, including death, property damage, or any other loss to the extent same may be covered by the proceeds of insurance;

e. Provide that all provisions of this contract concerning liability, duty, and standard of care together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The Contractor shall notify the City in the event of any change in coverage and shall give such notices not less than 30 days prior the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to the City at the following address:

Marta Alvarez, Director of Purchasing and Contract Management
City of Lubbock
1625 13th Street, Room 204
Lubbock, Texas 79401

SECTION D. Approval, disapproval, or failure to act by the City regarding any insurance supplied by the Contractor shall not relieve the Contractor of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency, or denial of liability.

Regular City Council Meeting **6. 33.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Fleet: Consider a resolution authorizing the Mayor to execute purchase order contract 31023395 with Premier Yamaha Boating Centers for a boat for the Police Patrol Division, ITB 15-12316-SS.

Item Summary

The purchase order contract is for a boat used by the Patrol division of the Police department. It replaces one that was taken out of service due to major issues that occured on the boat when it partially sank on a recovery effort at Lake Alan Henry. The boat is used to enforce city ordinances and boating laws, tow disabled civilian boats and conduct search and rescue missions of boaters and swimmers.

Staff recommends purchase order award to the only bidder, Premier Yamaha Boating Centers of Aransas Pass, Texas in the amount of $51,000.00.

Fiscal Impact

The vehicle is approved in the Adopted Budget in the FY 2014-15 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager
Roger Ellis, Police Chief

Attachments

Resolution & Contract - Premier Yamaha Boating Centers

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31023395 for the purchase of police patrol boat as per ITB 15-12316-SS, by and between the City of Lubbock and Premier Yamaha Boating Centers of Aransas Pass, Texas, and related documents. Said Purchase Order is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Jeff Hartsell, Assistant City Attorney

vw:ccdocs/RES.Premier Yamaha-PurchaseOrd
May 12, 2015

City of Lubbock TEXAS

PURCHASE ORDER

Page - 1
Date - 05/11/2015
Order Number 31023395 000 OP
Branch/Plant 3526

TO:
PREMIER YAMAHA BOATING CENTERS
105 W MOORE
ARANSAS PASS Texas 78336

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: _____
Maria Alvarez, Director of Purchasing & Contract Management

Ordered 05/11/2015 Freight
Requested 08/17/2015 Taken By S SUMMERS
Delivery PER D GAMBOA REQ #44913 ITB 15-12316-SS

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
22' - 23' Boat with Trailer	1.000	51,000.0000	EA	51,000.00	08/17/2015

Spec. 9740-PD

Total Order 51,000.00

Terms NET 30

This purchase order encumbers funds in the amount of $51,000 awarded to Premier Yamaha Boating Centers of Aransas Pass, TX on May 28, 2015. The following is incorporated into and made part of this purchase order by reference: ITB 15-12316-SS dated April 23, 2015 from Premier Yamaha Boating Centers of Lubbock, TX. Resolution #_____.

CITY OF LUBBOCK

_____
Glen C. Robertson, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

Bid Form
Police Patrol Boat
City of Lubbock, TX
ITB 15-12316-SS

In compliance with the **Invitation to Bid 15-12316-SS**, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, **alterations of form**, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid **15-12316-SS** is by reference incorporated in this contract. The Bid Form **must** be **completed** in blue or black **ink** or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	Delivery (Days) ARO**
1.	1	Each	22' – 23' Boat with Trailer, per Specification No. 9740-PD	$ 51,000.00	STOCK BOAT 21-28 DAYS
	Model Year, Brand Name and Model Number: 2015 SPORTSMAN OPEN 232				

***PRICE: F.O.B. Destination. Unit Price MUST include delivery to City of Lubbock**

****ARO – After Receipt of Order**

Unless otherwise specified herein, the City may award the bid either item-by–item or on an all-or-none basis for any item or group of items shown on the bid.

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of ___%, net _____ calendar days. Unless otherwise indicated on the Bid Form, payment terms will be NET THIRTY DAYS. The City will pay the successful bidder within thirty days after the receipt of a correct invoice or after the date of acceptance, whichever event occurs later. Discounts for prompt payment requiring payment by the City within a stipulated number of days will be interpreted as applying within the stipulated number of calendar days after the date of receipt by the City of a correct invoice or after the date of acceptance that meets contract requirements, whichever event occurs later. Discounts for payment in less than ten days will not be considered.

MOST FAVOURED PRICING: The Bidder certifies that the price quoted is not in excess of the lowest price charged anyone else, including its most favoured customer, for like quality and quantity of the products/services; does not include an element of profit on the sale in excess of that normally obtained by the Bidder on the sale of products/services of like quality and quantity; and does not include any provision for discounts to selling agents. If at any time during the contract period, the supplier should sell or offer for sale to any other customer, an equal or less quantity of similar contract products of like or better quality, at a lower net price(s) than provided herein, supplier agrees to notify the City and sell same product(s) at the lower price(s) on all deliveries made during the period in which such lower price(s) is effective.

INTERLOCAL PURCHASING *(optional)*: The City desires to make available to other local governmental entities of the State of Texas, by mutual agreement with the successful bidder, and properly authorized interlocal purchasing agreements as provided for by the Interlocal Cooperation Act (Chapter 791, Government Code), the right to purchase the same services, at the prices quoted, for the period of this contract. Each bidder shall indicate on the Bid Form in the space provided below if he/she will honor Political Subdivision orders in addition to orders from the City of Lubbock. Should these other governmental entities decide to participate in this contract, would you (the bidder) agree that all terms, conditions, specifications, and pricing would apply?

Other governmental entities that might have interests in this contract are Frenship Independent School District, Lubbock Housing Authority, Lubbock County, Lubbock County Hospital District, Lubbock Independent School District, South Plains Association of Governments, City of Texarkana, Texas Tech University, West Texas Municipal Power Agency, Lynn County, and City of Wolfforth.

YES_____ NO ✓_____

Regular City Council Meeting **6. 34.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the Mayor to execute contract 12375 a professional services agreement with Chapman Harvey Architects, Inc., for architectural and engineering services for Lewis Ball Field Complex Facility Improvements.

Item Summary

Lewis Ball Field was built in 1997 and is the current home to Dixie Little League which hosts tournaments. The existing facilities are not as functional or user friendly as those provided at the new or recently renovated ball field complexes. Improvements to this facility will provide equality among all baseball/softball leagues.

Chapman Harvey Architects of Lubbock, Texas will provide 100% construction documents and specifications for the renovation of Lewis Park Ball Fields Pressbox/Concession/Restroom building and other minor work as it directly relates to the building. Other services provided will be assistance during the bidding phase and construction administration through substantial completion, as-built drawing and project closeout. Contract amount is 8% of final construction cost not to exceed $80,000. This amount includes consultant fees.

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. Furthermore, a procurement of professional services is exempt from competitive bidding pursuant to Texas Local Government Code 252.022(a)(4).

Fiscal Impact

$82,446 is appropriated in Capital Improvement Project 92364, Lewis Ball Field Complex Facility Improvements, with $80,000 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Contract - Chapman Harvey Architects, Inc

Budget Detail

CIP Detail

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Professional Services Contract No. 12375 for professional architectural services related to the architectural, mechanical, and electrical design documents for the renovation of the Lewis Park Ball Fields pressbox, concession, and restroom building, by and between the City of Lubbock and Chapman Harvey Architects, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on this _____ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Laura Pratt, Assistant City Attorney

Resolution - Chapman Harvey PSC 5.13.15
May 13, 2015

PROFESSIONAL SERVICES CONTRACT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This contract (the "Contract" or "Agreement"), effective as of the 28th day of May, 2015 (the "Effective Date"), is by and between the City of Lubbock (the "City"), a Texas home rule municipal corporation, and Chapman Harvey Architects, Inc., a Texas professional corporation authorized to conduct business in Texas ("ARCHITECT") .

WITNESSETH

WHEREAS, the City desires to obtain professional architectural services related to the architectural, mechanical and electrical design documents for the renovation of Lewis Park Ball Fields Pressbox/Concession/Restroom building. The scope of work includes, ADA compliance, restroom renovations, press box re-configuration and concession configuration as well as minor complimentary work such as limited flat work repair and relocation of drinking fountain. (the "Project"); and

WHEREAS, ARCHITECT has a professional staff experienced and is qualified to provide professional engineering services related to Activities, and will provide the services, as defined below, for the price provided herein, said price stipulated by City and Architect to be a fair and reasonable price; and

WHEREAS, the City desires to contract with ARCHITECT to provide professional engineering services related to the Project and Architect desires to provide the Services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Contract, the City and ARCHITECT hereby agree as follows:

ARTICLE I. TERM

The term of this Contract commences on the Effective Date and continues without interruption for a term of 365 days. If the Architect determines that additional time is required to complete the Services, the City Engineer, may , but is not obligated to, in his discretion, execute an agreement to grant up to an additional six (6) months of time so long as the amount of the consideration does not increase. An amendment to this Agreement resulting in an increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE II. SERVICES AND COMPENSATION

A. Architect shall conduct all activities and within such timeframes as set forth on Exhibit "A", attached hereto (the "Services").

B. ARCHITECT shall receive as consideration to be paid for the performance of the Services set forth in Exhibit "A", an amount to not exceed the sum of Eighty Thousand and 00/100s ($80,000), as provided in Exhibit "B".

ARTICLE III. TERMINATION

A. General. City may terminate this Contract, for any reason or convenience, upon thirty (30) days written notice to ARCHITECT. In the event this Agreement is so terminated, the City shall only pay Architect for services actually performed by Architect up to the date Architect is deemed to have received notice of termination, as provided herein.

B. Termination and Remedies. In the event ARCHITECT breaches any term and/or provision of this Contract, the City shall be entitled to exercise any right or remedy available to it by this Contract, at law, equity, or otherwise, including without limitation, termination of this Contract and assertion of an action for damages and/or injunctive relief. The exercise of any right or remedy shall not preclude the concurrent or subsequent exercise of any right or remedy and all rights and remedies shall be cumulative.

ARTICLE IV. NON - ARBITRATION

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, this provision shall control.

ARTICLE V. REPRESENTATIONS AND WARRANTIES

A. Existence. ARCHITECT is a corporation duly organized, validly existing, and in good standing under the laws of the State of Texas and is qualified to carry on its business in the State of Texas.

B. Corporate Power. ARCHITECT has the corporate power to enter into and perform this Contract and all other activities contemplated hereby.

C. Authorization. Execution, delivery, and performance of this Contract and the activities contemplated hereby have been duly and validly authorized by all the requisite corporate action on the part of ARCHITECT. This Contract constitutes legal, valid, and binding obligations of the ARCHITECT and is enforceable in accordance with the terms thereof.

D. Architect. ARCHITECT maintains a professional staff and employs, as needed, other qualified specialists experienced in providing the Services, and is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

E. Performance. ARCHITECT will and shall conduct all activities contemplated by this Contract in accordance with the standard of care, skill and diligence normally provided by a professional person in performance of similar professional engineering services, and comply with all applicable laws, rules, and regulations, both state and federal, relating to professional engineering services, as contemplated hereby.

F. Use of Copyrighted Material. ARCHITECT warrants that any materials provided by ENGINEER for use by City pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. ARCHITECT shall be solely responsible for ensuring that any materials provided by ARCHITECT pursuant to this Contract satisfy this requirement and ENGINEER agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of ARCHITECT's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

ARCHITECT shall accomplish the following: Professional Engineering Services related to the Services, as provided in Exhibit "A", attached hereto and made a part hereof.

ARTICLE VII. INDEPENDENT CONTRACTOR STATUS

ARCHITECT and City agree that ARCHITECT shall perform the duties under this Contract as an independent contractor and shall be considered as independent contractor under this Agreement and/or in its activities hereunder for all purposes. ARCHITECT has the sole discretion to determine the manner in which the Services are to be performed. During the performance of the Services under this Agreement, Architect and Architect's employees and/or sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or

regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

Architect shall procure and carry, at its sole cost and expense through the life of this Agreement, except as otherwise provided herein, insurance protection as hereinafter specified, in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein. Engineer shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of Architect to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. The insurance companies must carry a Best's Rating of A-VII or better. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: $1,000,000

General Aggregate Limit: $2,000,000

Professional Liability:

Combined Single Limit: $1,000,000

Automobile Liability:

Combined Single Limit for any auto: $1,000,000 Per Occurrence

Architect shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, the insurance coverage required of Engineer herein, including without limitation, Professional Liability coverage, protecting City against losses caused by the professional negligence of the approved subcontractor or sub-consultant. The City shall be listed as a primary and noncontributory additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. Architect shall provide a Certificate of Insurance to the City as evidence of coverage.

The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate.

Architect shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Architect shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Architect maintains said coverage. The Architect may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, Architect fails to maintain the required insurance in full force and effect, Architect shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

Notwithstanding anything contained herein to the contrary, the professional liability policy shall be maintained at Architect's sole cost and expense. The retroactive date shall be no later than the commencement of the performance of this Contract and the discovery period (possibly through tail coverage) shall be no less than 10 years after the completion of the Services provided for in this Contract. The provisions of this Article VIII shall survive the termination or expiration of this Agreement.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

ARCHITECT may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of ARCHITECT, as set forth on Exhibit "A", attached hereto, under this Contract, provided that City approves the retaining of Sub-consultants. ARCHITECT is at all times responsible to City to perform the Services as provided in this Agreement and ARCHITECT is in no event relieved of any obligation under this Contract upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by ARCHITECT shall be required by ARCHITECT to carry, for the protection and benefit of the City and ARCHITECT and naming said third parties as additional insureds, insurance as described above required to be carried by ARCHITECT in this Contract.

ARCHITECT represents that such services are either under applicable value thresholds or are otherwise exempt from notice and/or bid requirements under Texas Law.

ARTICLE X. CONFIDENTIALITY

ARCHITECT shall retain all information received from or concerning the City and the City's business in strictest confidence and shall not reveal such information to third parties without prior written consent of the City, unless otherwise required by law.

ARTICLE XI. INDEMNITY

ARCHITECT SHALL INDEMNIFY AND SAVE HARMLESS THE CITY OF LUBBOCK AND ITS ELECTED OFFICIALS, OFFICERS, AGENTS, AND EMPLOYEES FROM ALL SUITS, ACTIONS, LOSSES, DAMAGES, CLAIMS, OR LIABILITY OF ANY KIND, CHARACTER, TYPE, OR DESCRIPTION, INCLUDING WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ALL EXPENSES OF LITIGATION, COURT COSTS, AND ATTORNEY'S FEES, FOR INJURY OR DEATH TO ANY PERSON, OR INJURY TO ANY PROPERTY, RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, TO THE EXTENT ARISING OUT OF, RELATED TO OR OCCASIONED BY, THE NEGLIGENT ACTS OF ARCHITECT, ITS AGENTS, EMPLOYEES, AND/OR SUBCONSULTANTS, RELATED TO THE PERFORMANCE, OPERATIONS OR OMISSIONS UNDER THIS CONTRACT AND/OR THE USE OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

ARCHITECT shall comply with all applicable federal, state and local laws, statutes, ordinances, rules and regulations relating, in any way, manner or form, to the activities under this Contract, and any amendments thereto.

ARTICLE XIII. NOTICE

A. General. Whenever notice from ENGINEER to City or City to ARCHITECT is required or permitted by this Contract and no other method of notice is provided, such notice shall be given by (1) actual delivery of the written notice to the other party by hand (in which case such notice shall be effective upon delivery); (2) facsimile (in which case such notice shall be effective upon delivery); or (3) by depositing the written notice in the United States mail, properly addressed to the other party at the address provided in this article, registered or certified mail, return receipt requested, in which case such notice shall be effective on the third business day after such notice is so deposited.

B. ARCHITECT 's Address. ARCHITECT 's address and numbers for the purposes of notice are:

Chapman Harvey Architects, Inc.
Attn: Larry G. Harvey
612 Broadway
Lubbock, TX 79401

Telephone: (806) 749-1153
Facsimile: (806) 749-1866

C. City's Address. The City's address and numbers for the purposes of notice are:

City of Lubbock
Attn: City Secretary's Office
P.0. Box 2000
1625 13th Street
Lubbock, Texas 79457

With copy to:
Attn: Bridget Faulkenberry
P.0. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: (806) 775–2671
Facsimile: (806) 775–2686

D. Change of Address. Either party may change its address or numbers for purposes of notice by giving written notice to the other party as provided herein, referring specifically to this Contract, and setting forth such new address or numbers. The address or numbers shall become effective on the 15th day after such notice is effective.

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

A. Provision of Data. City shall furnish ARCHITECT non-confidential studies, reports and other available data in the possession of the City pertinent to ARCHITECT 's Services, so long as City is entitled to rely on such studies, reports and other data for the performance of ARCHITECT's Services under this Contract (the "Provided Data"). ARCHITECT shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

A. Captions. The captions for the articles and sections in this Contract are inserted in this Contract strictly for the parties' convenience in identifying the provisions to this Contract and shall not be given any effect in construing this Contract.

B. Audit. ARCHITECT shall provide access to its corporate books and records to the City. The City may audit, at its expense and during normal business hours, ARCHITECT 's books and records with respect to this Contract between ARCHITECT and City.

C. Records. ARCHITECT shall maintain records that are necessary to substantiate the services provided by ARCHITECT.

D. Assignability. ARCHITECT may not assign this Contract without the prior written approval of the City.

E. Successor and Assigns. This Contract binds and inures to the benefit of the City and ARCHITECT, and in the case of City, its respective successors, legal representatives, and assigns, and in the case of ARCHITECT, its permitted successors and assigns.

F. Construction and Venue. THIS CONTRACT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. THIS CONTRACT IS PERFORMABLE IN LUBBOCK COUNTY, TEXAS. THE PARTIES HERETO HEREBY IRREVOCABLY CONSENT TO THE SOLE AND EXCLUSIVE JURISDICTION AND VENUE OF THE COURTS OF COMPETENT JURISDICTION OF THE STATE OF TEXAS, COUNTY OF LUBBOCK, FOR THE PURPOSES OF ALL LEGAL PROCEEDINGS ARISING OUT OF OR RELATING TO THIS CONTRACT OR THE ACTIONS THAT ARE CONTEMPLATED HEREBY.

G. Severability. If any provision of this Contract is ever held to be invalid or ineffective by any court of competent jurisdiction with respect to any person or circumstance, the remainder of this Contract and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

H. Amendment. No amendment, modification, or alteration of the terms of this Contract shall be binding unless such amendment, modification, or alteration is in writing, dated subsequent to this Contract, and duly authorized and executed by ARCHITECT and City.

I. Entire Agreement. This Contract, including Exhibits "A" through "B" attached hereto, contains the entire agreement between the City and ARCHITECT, and there are no other written or oral promises, conditions, warranties, or representations relating to or affecting the matters contemplated herein.

J. No Joint Enterprise. Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between ARCHITECT and the City.

K. Documents Owned by City. Any and all documents, drawings and specifications prepared by ARCHITECT as part of the Services hereunder, shall become the property of the City when ARCHITECT has been compensated as set forth in Article II, above. The ARCHITECT shall make copies of any and all work products for its files.

L. Notice of Waiver. A waiver by either City or ARCHITECT of a breach of this Agreement must be in writing and duly authorized to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.

M. Third Party Activities. Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and ARCHITECT.

N. Non-Appropriation. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of nonappropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.

EXECUTED as of the Effective Date hereof and year first above written. Executed in triplicate.

CITY OF LUBBOCK

GLEN C. ROBERTSON, Mayor

ATTEST:

Rebecca Garza,
City Secretary

APPROVED AS TO CONTENT:

Bridget Faulkenberry,
Parks and Recreation Director

APPROVED AS TO FORM:

Laura Pratt,
Assistant City Attorney

ARCHITECT

BY
Larry G. Harvey, AIA

612 Broadway
Address

Lubbock, TX 79401
City, State, Zip Code

EXHIBIT A

CONTRACT FOR ARCHITECTURAL SERVICES

Owner: City of Lubbock, Texas

Architect: Chapman Harvey Architects, Inc. (CHA)

Project: Lewis Ball Field Complex Facility Improvements

DESCRIPTION OF SCOPE OF SERVICES

This attachment contains the project description and scope of services for the Lewis Ball Field Complex Facility Improvements project.

The scope of work: Provide architectural services including schematic design phase, design development phase, construction document phase, a bidding phase and a construction administration phase.

CHA to provide Construction Documents to include all drawings and specifications required for: The renovation of Lewis Park Ball Fields Pressbox/Concession/Restroom building and other minor work as it directly relates to the building re. Other services provided will be assistance during the bidding phase and construction administration through substantial completion, as-built drawing and project closeout.

CHA to provide full construction administration services for the project that shall include submittal and shop drawing reviews, RFI responses, review pay applications and regular construction site inspections.

Fee Arrangement: Lump sum fee based on 8% of final construction cost not to exceed $80,000.00 (Eighty thousand dollars). The statement for services will not exceed the following percentage of the total fee. Consulting engineer's fees are included in total fee.

Through Design Development	50%
Through Construction Documents	80%
Through Construction Administration	100%

Special Conditions: Upon costruction document completion CHA will provide professional services for all design and scope changes and/or additional services as requested by Client. These services will be provided on an hourly basis at the rates indicated below.

Position	Hourly Rate
Principal	$190
Design Architect	$160
Design Engineer	$160
Intern Architect	$120
Intern Engineer	$120
Drafter	$100
Clerical/Non Technical	$80

EXHIBIT "B"

April 3, 2015

Dixie Little League
54th and Ave J, Lubbock
Complex Renovations

ChapmanHarvey
ARCHITECTS, INC.

Proposed Project Scope

Ball Fields

1. Remove existing drinking fountains between the south fields and infill hole with new concrete walk. Rework the existing drinking fountains between the north fields to restore them to full operation.
2. Add area lights to existing field light standards. Additional lights to illuminate the north and south areas between the fields and the concession building.
3. Remove City selected portions of the existing concrete walks. Rebuild the sub-grade in these areas and cast new concrete walks.

Concession / Storage / Restrooms / Press Box Building

1. Completely remove all of the second floor wood construction. The first floor concrete masonry structure is to remain. Remove the upper floor's combustible and rotting wood floor joists, wood roof rafters, wood wall studs, plywood floor, plywood roof deck, exterior metal roof and siding, original evaporative cooling equipment, air-conditioning and heating equipment, electrical power and lighting, P/A system, and all related building components.
2. Design a new fire resistant and lower maintenance second floor structure that will include new Press Boxes, one per field, provide additional equipment storage, provide new air-conditioning and heating system, provide new electrical power and lights, provide rough-in conduits for League provided P/A system, and provide additional exterior security lights mounted to the soffits and / or exterior walls of the new second floor.
3. The new second floor structure to be designed and built of steel, masonry, and concrete.
4. Provide a fire resistant path of egress from the second floor to the ground level.

Concession

1. Demolish selected interior concrete masonry walls in order to combine the existing concession, pantry, and field storage rooms into a larger concession, food preparation, and food storage suite. All food preparation and service is to happen from within the redesigned concession suite and not outside by the bleachers.
2. New concession suite is to have new heating and air-conditioning and ventilation system.
3. Evaluate and upgrade the existing sewer system. May require a grease interceptor to be installed. If so, it would be designed and located under the concrete walks.
4. New concession serving counter lights. New suite is to have new electrical power, new appliance power, and lighting throughout.
5. Provide new serving counter and serving windows. Design a new rolling security grill to cover the exterior serving window openings.
6. Redesign the gates leading to the concession windows so they will operate smoothly.
7. The interior of the redesigned concession suite is to receive all new interior finishes – walls are to be repaired and painted, floors are to be repaired and to receive a protective epoxy floor sealer, and a new acoustical, low maintenance ceiling system.

612 Broadway
Lubbock,Texas 79401
806.749.1153 fax 749.1866
architect@chapmanharvey.com

8. Refurbish existing hollow metal doors – repair, paint. Remove all existing wood doors. Provide new security door hardware on all existing refurbished doors and on all new doors. New door hardware to match and be keyed per City instructions.

Restrooms

1. Completely remove all existing toilet fixtures, carriers, sewer pipe, water supply pipes, light fixtures, power outlets, and refurbish existing floor drains.
2. Add additional square footage to the west end of the existing restrooms in order to allow for the increased area required for accessibility and to possibly increase the total number of plumbing fixtures in each room. New construction is to match the existing masonry design and not appear as an addition.
3. Design new handicap accessible restrooms for each room
4. Provide new vandal resistant toilet fixtures and accessories – mirror, paper dispenser.
5. Provide new power and lights inside and outside of each toilet room.
6. Rebuild and /or replace the existing gate with secure gate that operates more smoothly.

Press Boxes

1. Included with the reconstruction of the second floor. Each field to have a press box window. Each window to be protected by a rolling grill.
2. Each press box equipped with rough-in conduit for a league provided P/A system.
3. The press boxes to have new power supply and new lights throughout.
4. Depending upon the final City approved design concept, each press box could have its own secured storage closet and secured access door. If one press box was only needed on game day, then all press boxes are not opened to possible vandalism and theft.
5. Enclosed with the new second floor is to be concession storage and equipment storage that is accessed from the second floor but only through separate and secured doors. Again, one does not have to enter a press box in order to access the storage rooms.

General

1. City Parks Department folks discussed adding trees and miscellaneous landscaping. At this time, if there is to be any modifications to the existing landscaping or to the existing irrigation system, these items are designed, provided and installed by the City.
2. No renovations to the four existing baseball fields is included in this scope of work.
3. There was some discussion to redesign the existing site parking. No site modifications to the parking, outfield fences, or pedestrian walks is included in this scope of work.

End of Project Scope

City of Lubbock, TX
Capital Project
Project Cost Detail
May 28, 2015

Capital Project Number:	92364
Capital Project Name:	Lewis Ball Field Complex Facility Improvements

	Budget
Encumbered/Expended	
	$ -
Agenda Item Item May 28, 2015	
Chapman Harvey Architects, Inc. Contract 12375	80,000
Encumbered/Expended To Date	80,000
Estimated Costs for Remaining Appropriation	
City staff time	900
Bid Costs, Texas Accessibility Standards	1,546
Remaining Appropriation	2,446
Total Appropriation	$ 82,446

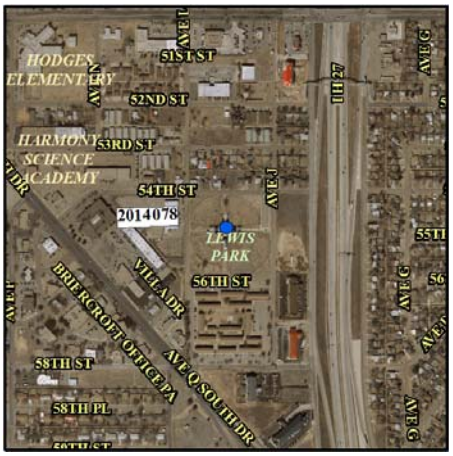
Project Name **Lewis Ball Field Complex Facility Improvements** *Project Number* **92364**

Managing Department **Park Development**

Project Manager **Jeffrey Stuart**

Project Classification **Replacement Facility**

Project Status **Approved**



Project Scope

Improvements to Lewis Ball Fields including replacement of the existing Concession, Restroom and Press Box Building. Complimentary work will be required to build back the area of the spectator seating.

Project Justification

Lewis Ball Field was built in 1997. The Lewis Ball Field Complex is the current home of Dixie Little League which host tournaments. The current facility does not accommodate the crowds that attend the games. The existing facilities are not as functional or user friendly as those provided at the new or recently renovated ball field complexes. Improvements to the facilities will provide equality among all baseball softball Leagues.

Project History

Lewis Ball Field was built in 1997. This will be the first renovation and/or replacement project for this portion of the facility.
1997 - Lewis Park - Dixie Little League - Field Renovations - 719,655
1998 - Lewis Park - Dixie Little League - Parking Lot - 28,396
2008 - Lewis Park - Dixie Little League -Bleacher Shades - 92,620
Total 840,671

$82,446 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

			Unappropriated Planning Years					
Appropriation Detail	Appropriation to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Project Amount
Construction	0	0	1,177,800	785,200	0	0	0	1,963,000
Design and Engineering	0	82,446	54,964	0	0	0	0	137,410
Total Project Appropriation	0	82,446	1,232,764	785,200	0	0	0	2,100,410

			Unappropriated Planning Years					
Funding Detail	Funding to Date	FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	Total Funding
FY 2015 Tax Supported Revenue CO's	0	82,446	0	0	0	0	0	82,446
FY 2016 Tax Supported Revenue CO's	0	0	1,232,764	0	0	0	0	1,232,764
FY 2017 Tax Supported Revenue CO's	0	0	0	785,200	0	0	0	785,200
Total Funding Sources	0	82,446	1,232,764	785,200	0	0	0	2,100,410

Regular City Council Meeting **6. 35.**

Meeting Date: 05/28/2015

Information

Agenda Item

Ordnance 1st Reading - Parks and Recreation: Consider an ordinance amending Chapter 16 of the Code of Ordinances of the City of Lubbock, Texas in regards to the possession, sale, or consumption of alcohol at Bayer Museum of Agriculture and the American Wind Power Center.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Ordinance - Amending Chapter 16

Ordinance - Blue-lined Amending Chapter 16

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 16 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS IN REGARD TO THE POSSESSION, SALE, OR CONSUMPTION OF ALCOHOL IN SELECTED PUBLIC PARKS OR PUBLIC PARK FACILITIES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendment to Chapter 16 of the Code of Ordinances of the City of Lubbock; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT Section 16.01.005(b) of the Code of Ordinances of the City of Lubbock, Texas is hereby amended to read as follows:

Sec. 16.01.005 Alcoholic beverages; littering

(b) Alcoholic beverages prohibited, exceptions. It shall be unlawful for any person to consume any alcoholic beverage in any public park or for any person to possess any alcoholic beverage in any public park within the corporate limits of the city unless otherwise specified by this section.

(1) The sale and consumption of alcoholic beverages within the Meadowbrook Golf Course at Mackenzie Park, at the Bayer Museum of Agriculture, and at the American Wind Power Center and Museum may be allowed in accordance with the laws of the State of Texas, as administered by the Texas Alcoholic Beverage Commission.

(2) The sale and/or consumption of alcohol may be permitted at the following selected park facilities:

(A) The Wells Fargo Amphitheatre;

(B) The Buddy and Maria Elena Holly Plaza; and

(C) The Buddy Holly Recreational Area, as depicted in Figure 1 appended to Ordinance 2011 O0129.

SECTION 2. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 3. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

SECTION 5. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2015.

Passed by the City Council on second reading this _____ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

Ord.Parks-Alcohol Amendment-Chapter 16,Version 2
May 8, 2015

ORDINANCE NO. _____

AN ORDINANCE AMENDING CHAPTER 16 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS IN REGARD TO THE POSSESSION, SALE, OR CONSUMPTION OF ALCOHOL IN SELECTED PUBLIC PARKS OR PUBLIC PARK FACILITIES; PROVIDING A PENALTY CLAUSE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock, Texas finds and determines that it is in the best interest of the health, safety, and welfare of the citizens of the City of Lubbock to make the following amendment to Chapter 16 of the Code of Ordinances of the City of Lubbock; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT Section 16.01.005(b) of the Code of Ordinances of the City of Lubbock, Texas is hereby amended to read as follows:

Sec. 16.01.005 Alcoholic beverages; littering

(b) Alcoholic beverages prohibited, exceptions. It shall be unlawful for any person to consume any alcoholic beverage in any public park or for any person to possess any alcoholic beverage in any public park within the corporate limits of the city unless otherwise specified by this section.

(1) The sale and consumption of alcoholic beverages within the Meadowbrook Golf Course at Mackenzie Park**; at the Bayer Museum of Agriculture; and, at the American Wind Power Center and Museum** may be allowed in accordance with the laws of the State of Texas, as administered by the Texas Alcoholic Beverage Commission.

(2) The sale and/or consumption of alcohol may be permitted at the following selected park facilities:

(A) The Wells Fargo Amphitheatre;

~~(B) The American Museum of Agriculture;~~

~~(C) The Wind Power Center;~~

~~(D)~~ **(B)** The Buddy and Maria Elena Holly Plaza; and

~~(E)~~ **(C)** The Buddy Holly Recreational Area, as depicted in Figure 1 appended to Ordinance 2011 O0129.

SECTION 2. THAT, unless otherwise provided herein, a violation of any provision of this Ordinance shall be deemed a misdemeanor punishable as provided by Section 1.01.004 of the Code of Ordinances of the City of Lubbock.

SECTION 3. THAT should any paragraph, section, sentence, phrase, clause or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary of the City of Lubbock is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

SECTION 5. THAT this Ordinance shall become effective, except as may otherwise be provided herein, from and after its publication as provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading this _____ day of _____, 2015.

Passed by the City Council on second reading this _____ day of _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

_____
Mitchell Satterwhite, First Assistant City Attorney

Ord Parks-Alcohol Amend-Chapter 16 Ver 1
May 7, 2015

Regular City Council Meeting **6. 36.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - City Manager: Consider a resolution authorizing the Mayor to execute a Second Amendment correcting the property description and the survey of the Commitment Agreement dated July 23, 2013, between the City of Lubbock and the Lubbock Entertainment and Performing Arts Association.

Item Summary

In July, 2013, the City Council approved a Commitment Agreement (the "Agreement") with Lubbock Entertainment and Performing Arts Association (LEPAA), a Texas nonprofit organization, for transfer of the City-owned tract of property located at 1302 Mac Davis Lane across from the Civic Center, bounded by Marsha Sharp Freeway on the north, Avenue L on the east, and Mac Davis Lane on the south, when LEPAA had at least forty-five million dollars ($45,000,000.00) in written commitments for building of a Performing Arts Center. LEPAA announced that it had reached the $45 million in commitments in March, 2014.

Once the $45 million was reached, the Agreement required LEPAA, prior to the transfer, to provide a survey of the parcel to be transferred. The survey was to be incorporated into the Agreement as Exhibit C. When the survey was completed, it revealed that the property description in Exhibit A of the Agreement was in error. Resolution 2014-R0192, dated May 22, 2014, amended the Agreement to correct the property description and incorporate the survey.

Since May, 2014, the City has completed demolition of the building located on this property as required by the Agreement, and LEPAA is completing its final design for the Buddy Holly Hall of Performing Arts and Sciences.

LEPAA is requesting that approximately 0.3 acres of Lot 1, Block 1, which includes a portion of the curved drive around the civic center power plant, be included in the property transferred by the City to LEPAA. The City would continue to have access to the power plant from both sides because LEPAA will build a wide drive along the west property line that will cross the city's curved drive around the plant. TxDOT policies do not allow entry of trucks onto the west portion of this piece of property from the Marsha Sharp Freeway access roads. Addition of LEPAA's drive will assist with the ingress and egress of truck traffic servicing the performing arts facility. This Second Amendment to the Commitment Agreement will correct the property description and the survey to add approximately 0.3 acres for this purpose.

Fiscal Impact

None.

Staff/Board Recommending

James Loomis, City Manager

Attachments

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Second Amendment to the Commitment Agreement between the City of Lubbock and Lubbock Entertainment and Performing Arts Association to correct the real property description and the survey of the property. Said Second Amendment is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis,
City Manager

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

City Att / Linda Res- Second Amend Commitment Agmt Performing Arts
April 28, 2015

SECOND AMENDMENT TO
COMMITMENT AGREEMENT

This SECOND AMENDMENT is made and entered into by and between the City of Lubbock, (the "CITY"), a municipal corporation, and LUBBOCK ENTERTAINMENT AND PERFORMING ARTS ASSOCIATION ("LEPAA"), a Texas nonprofit organization, acting by through their respective and duly authorized officers and officials.

WITNESSETH:

WHEREAS, the CITY and LEPAA entered into a Commitment Agreement July 23, 2013, authorized by City of Lubbock Resolution No. 2013-R0239, for the transfer of City-owned property located at 1302 Mac Davis Lane, Lubbock, Texas, across from the Civic Center, consisting of approximately 5 acres, bounded by the Marsha Sharp Freeway on the North, Avenue L on the East, and Mac Davis Lane on the South, for the purpose of building a Performing Arts Center; and

WHEREAS, the CITY and LEPAA, by Resolution 2014-R0192 dated May 22, 2014, amended the terms of the COMMITMENT AGREEMENT to correct the real property description and to incorporate a survey of the property; and

WHEREAS, the CITY and LEPAA desire to make a Second Amendment to the terms of the COMMITMENT AGREEMENT to correct the real property description and the survey of the property to reflect an increase in the property transferred from 5.715 acres to 6.121 acres;

NOW, THEREFORE, the CITY and LEPAA, agree to the following amendments:

1. Exhibit "A," containing the real property description is hereby deleted and replaced by the attached Exhibit "A."

2. Exhibit "C" entitled "SURVEY" is hereby deleted and replaced by the attached Exhibit "C."

Executed on _____, 2015.

CITY OF LUBBOCK

_____
GLEN C. ROBERTSON, MAYOR

LUBBOCK ENTERTAINMENT AND PERFORMING ARTS ASSOCIATION

BY: _____
Tim Collins, Chairman
Lubbock Entertainment and
Performing Arts Association

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
James Loomis, City Manager

APPROVED AS TO FORM:

_____
Linda L. Chamales,
Economic Development Attorney

LC: cityatt/Linda/LEPAA Commitment Second Amendment
April 27, 2015

EXHIBIT "A"
REAL PROPERTY DESCRIPTION

METES AND BOUNDS DESCRIPTION of Lot 2 and portions of Lot 1, Block 1, Memorial Center Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 1349, Page 521 of the Deed Records of Lubbock County, Texas and the East 15 feet of the South 15 feet of Lot 3 and all of Lots 4-7, Block 4 of the Original Town of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas, and a portion of Avenue "M", located West of and adjacent to said Lots 4-7, Block 4 of the Original Town of Lubbock, closed and abandoned by Quit Claim Deed recorded in Volume 1338, Page 818 of the Deed Records of Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found in the North right-of-way of Mac Davis Lane as dedicated by plat recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas at the most Southerly Southeast corner of Lot 2, Block 1, Memorial Center Addition to the City of Lubbock, Lubbock County, Texas;

THENCE N. 88°18'46" W., along said North right-of-way line and the Southern boundary of said Lot 2, Block 1 , at 373.02 feet pass a 1/2" iron rod with cap marked "WSC" found at the most Southerly Southeast corner of said Lot 1, Block 1 and the most Southerly Southwest corner of said Lot 2, Block 1 , continuing along said North right-of-way line and the Southern boundary of said Lot 1, Block 1 , for a total distance of 552.20 feet to a 1/2" iron rod with cap marked " HUGO REED & ASSOC." set for the Southwest corner of this tract;

THENCE N. 01°41'14" E., at 152.91 feet pass a 1/2" iron rod with cap marked "WSC" found at the most Westerly Southwest corner of said Lot 2, Block 1 , continuing along the Eastern boundary of said Lot 1, Block 1 and the Western boundary of said Lot 2, Block 1 , at 466.15 feet pass a 3/8" iron rod found at the most Westerly Northwest corner of said Lot 2, Block 1 and a corner of said Lot 1, Block 1, continuing for a total distance of 636.52 feet to a 1/2" iron rod with cap found in the South right-of-way line of the Marsha Sharp Freeway as described in Volume 7235, Page 120 of the Real Property Records of Lubbock County, Texas at the Northwest corner of this tract;

THENCE S. 88°10'30" E., along said South right-of-way line, a distance of 188.00 feet to a 1/2" iron rod with cap marked "WSC" found in the West line of a 20 foot alley as granted by plat recorded in Volume 5, Page 384 of the Deed Records of Lubbock County, Texas and the Eastern boundary of said Lot 1, Block 1 at a corner of this tract;

THENCE S. 01°41'14" W., along said West alley line, the Eastern boundary of said Lot 1, Block 1, and the Eastern boundary of said Lots 3-7, Block 4, a distance of 169.91 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found in the Northern boundary of said Lot 2, Block 2 at the Southeast corner of said Lot 7, Block 4 and the Southwest corner of said 20 foot alley;

THENCE S. 88°18'46" E., along the Northern boundary of said Lot 2, Block 1 and the South line of said 20 foot alley, a distance of 20.00 feet to a 1/2" iron rod with cap marked "WSC" found at the Southeast corner of said 20 foot alley and an "ell" corner of said Lot 2, Block 1;

THENCE N. 01°41'14: E., continuing along the Northern boundary of said Lot 2, Block 1 and along the East line of said 20 foot alley, a distance of 170.75 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found in the South right-of-way line of the Marsha Sharp Freeway as described in Volume 6332, Page 52 of the Real Property Records of Lubbock County, Texas at a corner of this tract;

THENCE S. 85°28'46" E., along said South right-of-way line, a distance of 95.13 feet to a "cross" cut in a utility vault for the most Northerly Northeast corner of this tract;

THENCE S. 43°18'54" E., continuing along said South right-of-way line, a distance of 42.41 feet to a 1/2" iron rod with cap marked "WSC" found in the West right-of-way line of Avenue "L" as granted by plat recorded in Volume

1349, Page 521 of the Deed Records of Lubbock County, Texas and the Eastern boundary of said Lot 2, Block 1 for the most Easterly Northeast corner of this tract;

THENCE S. 01°41'14" W., along said West right-of-way line and the Eastern boundary of said Lot 2, Block 1, a distance of 3.17 feet to an 80 penny nail found at a point of curvature;

THENCE Southeasterly, continuing along said West right-of-way line and the Eastern boundary of said Lot 2, Block 1, around a curve to the left, said curve having a radius of 598.00 feet, a central angle of 31°30'59", tangent lengths of 168.75 feet and a chord distance of 324.81 feet to a "cross" cut in concrete for a point of tangency;

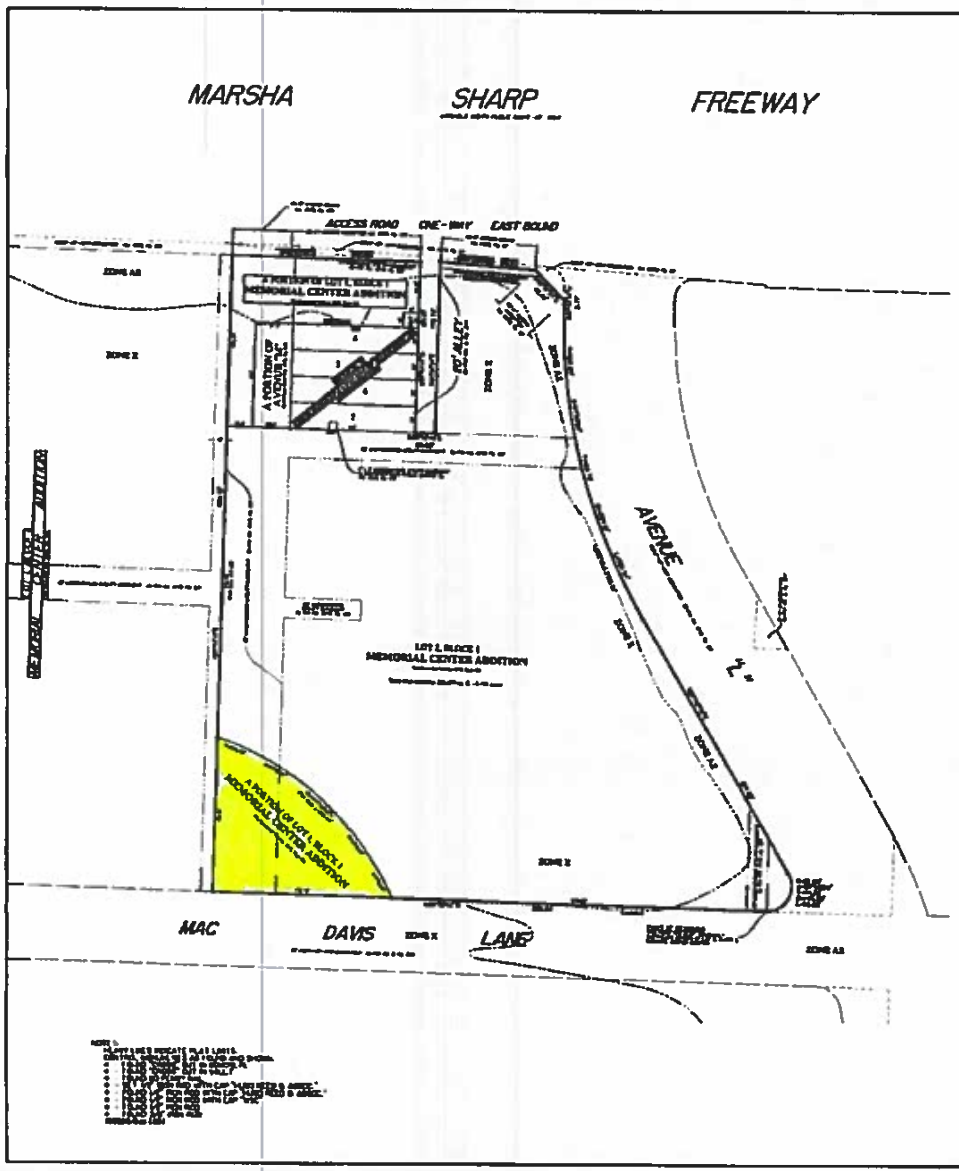
THENCE S. 29°49'45" E., continuing along said West right-of-way line and the Eastern boundary of said Lot 2, Block 1, a distance of 291.35 feet to a 1/2" iron rod with cap marked "HUGO REED & ASSOC." found at a point of curvature;

THENCE Southwesterly, continuing along said West right-of-way line and the Eastern boundary of said Lot 2, Block 1, around a curve to the right, said curve having a radius of 25.00 feet, a central angle of 121°30'59", tangent lengths of 44.66 feet and a chord distance of 43.63 feet to the Point of Beginning.

Contains: 266,617 square feet - 6.121 acres.

EXHIBIT "C"

SURVEY



PERIMETER SURVEY OF LOT 2 AND PORTIONS OF LOT 1, BLOCK 1

MEMORIAL CENTER ADDITION

TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS

ACCORDING TO THE MAP, PLAT AND/OR SURVEY THEREOF RECORDED IN VOLUME 1141, PAGE 124 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS

AND

THE EAST 15' OF THE SOUTH 112' OF LOT 1 AND ALL OF LOTS 4-7, BLOCK 4 OF THE

ORIGINAL TOWN OF LUBBOCK

LUBBOCK COUNTY, TEXAS

ACCORDING TO THE MAP, PLAT AND/OR SURVEY THEREOF RECORDED IN VOLUME 1, PAGE 124 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS

AND

A PORTION OF AVENUE "L", LOCATED WEST OF AND ADJACENT TO SAID LOTS 4-7, BLOCK 4 OF THE ORIGINAL TOWN OF LUBBOCK

CLOSED AND ABANDONED BY ORDINANCE NO. 2020-00000

RECORDED IN VOLUME 1141, PAGE 124 OF THE DEED RECORDS OF LUBBOCK COUNTY, TEXAS

BASIS OF BEARINGS

SURVEYOR'S CERTIFICATE

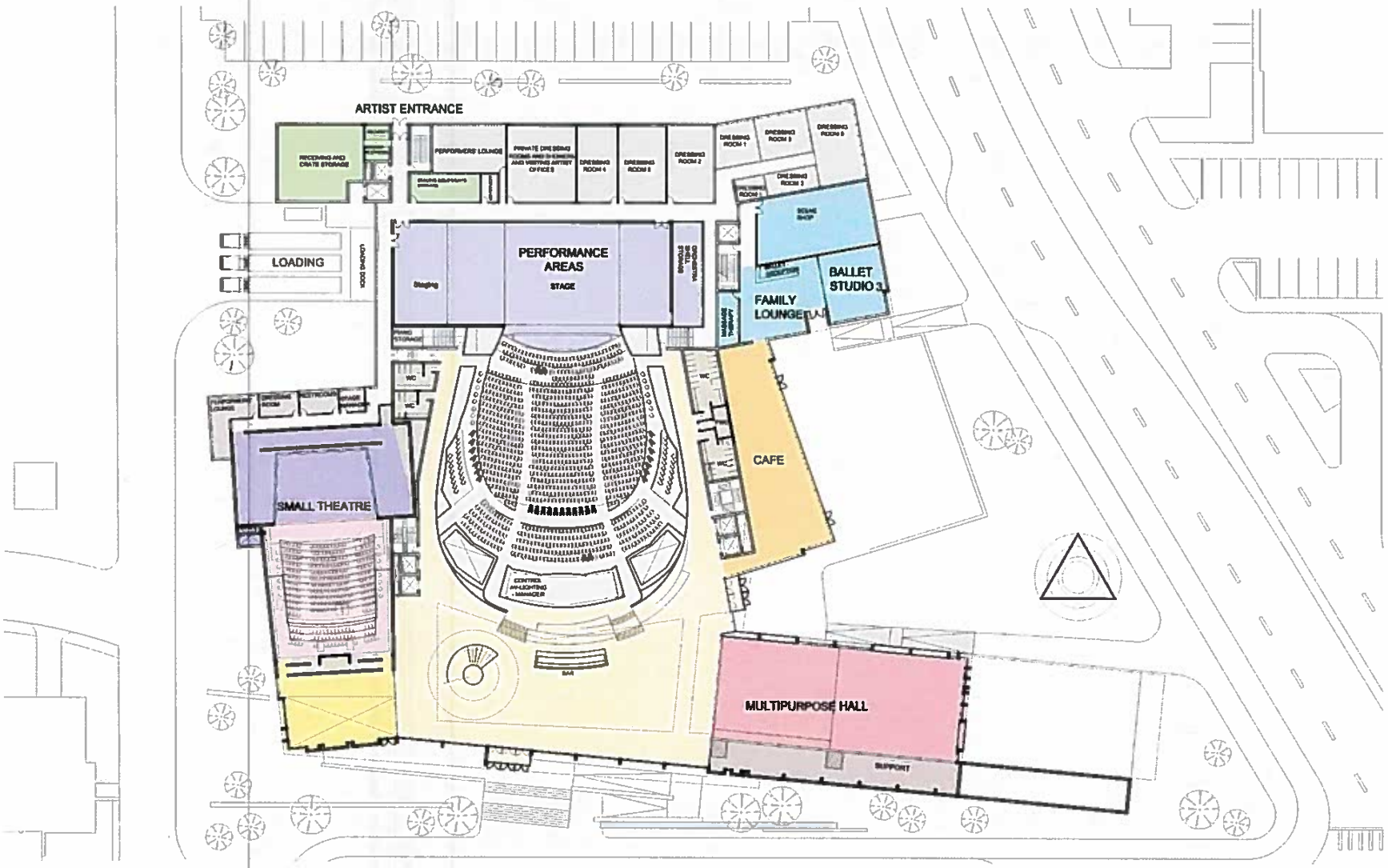
FLOOD STATEMENT

UTILITY STATEMENT

SURVEYOR'S NOTES

Bruce Carroll
Registered Professional Land Surveyor
State of Texas

ENGINEER


ARTIST ENTRANCE
LOADING
PERFORMANCE AREAS
STAGE
BALLET STUDIO 3
FAMILY LOUNGE
CAFE
SMALL THEATRE
MULTIPURPOSE HALL

City of
Lubbock
TEXAS

Regular City Council Meeting **7. 1.**

Meeting Date: 05/28/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 1585-G, a request of Bywater Development Group, LLC, for North & East Lubbock CDC, for a zoning change from A-2 to A-2 Specific Use for apartments on Block 68, Roberts-McWhorter Addition, 1913 Baylor Street, and consider an ordinance.

Item Summary

General comments:
The request is to zone a property from A-2 to A-2 Specific Use for an apartment complex.

Adjacent land uses:
N: (R-1) Baylor Street
S: (M-1/M-2) Vacant land and Rail road
E: (R-3/A-2) Apartment Zoning built out as single family and duplex.
W: (M-1) Old U-Haul rent center and warehouse building.

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP. The area is currently zoned A-2.

Zoning Policy:
This property has previously been zoned A-2. The dilapidated apartment complex currently on the property known as the Villa del Norte Apartment complex, is proposed to be demolished and reconstructed to help revitalize the area. Based on the floor plan/site plan presented, the proponent is looking to address concerns such as noise, affordable housing and parking by seeking to reduce the setbacks and parking ratios. The apartment zoning will continue to be a buffer between the residential area from the railroad, as well as establish a no build zone buffer to distance itself from the railroad.If parking should ever become a public nuisance issue, the proponent has designated an area which could accommodate additional parking spaces as depicted on the site plan.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
On May 7, 2015 the P&Z Commission recommended the request with a unanimous vote with the following condition:
1. Tied to the proposed site plan, and to allow for minor modifications to the site plan to accommodate site conditions based on staff's discretion.

Fiscal Impact

None.

Staff/Board Recommending
Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 1585-G
Zone Case 1585-G

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 1585-G;** A ZONING CHANGE FROM **A-2** TO **A-2 SPECIFIC USE** FOR **APARTMENTS,** ON **BLOCK 68, ROBERTS-MCWHORTER ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 1585-G

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2** to **A-2 Specific Use** for **apartments** on **Block 68, Roberts-McWhorter Addition,** City of Lubbock, Lubbock County, Texas, located at **1913 Baylor Street,** subject to conditions:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change shall be tied to the proposed site plan, and to allow for minor modifications to the site plan to accommodate site conditions based on staff's discretion.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **A-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **1913 Baylor**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

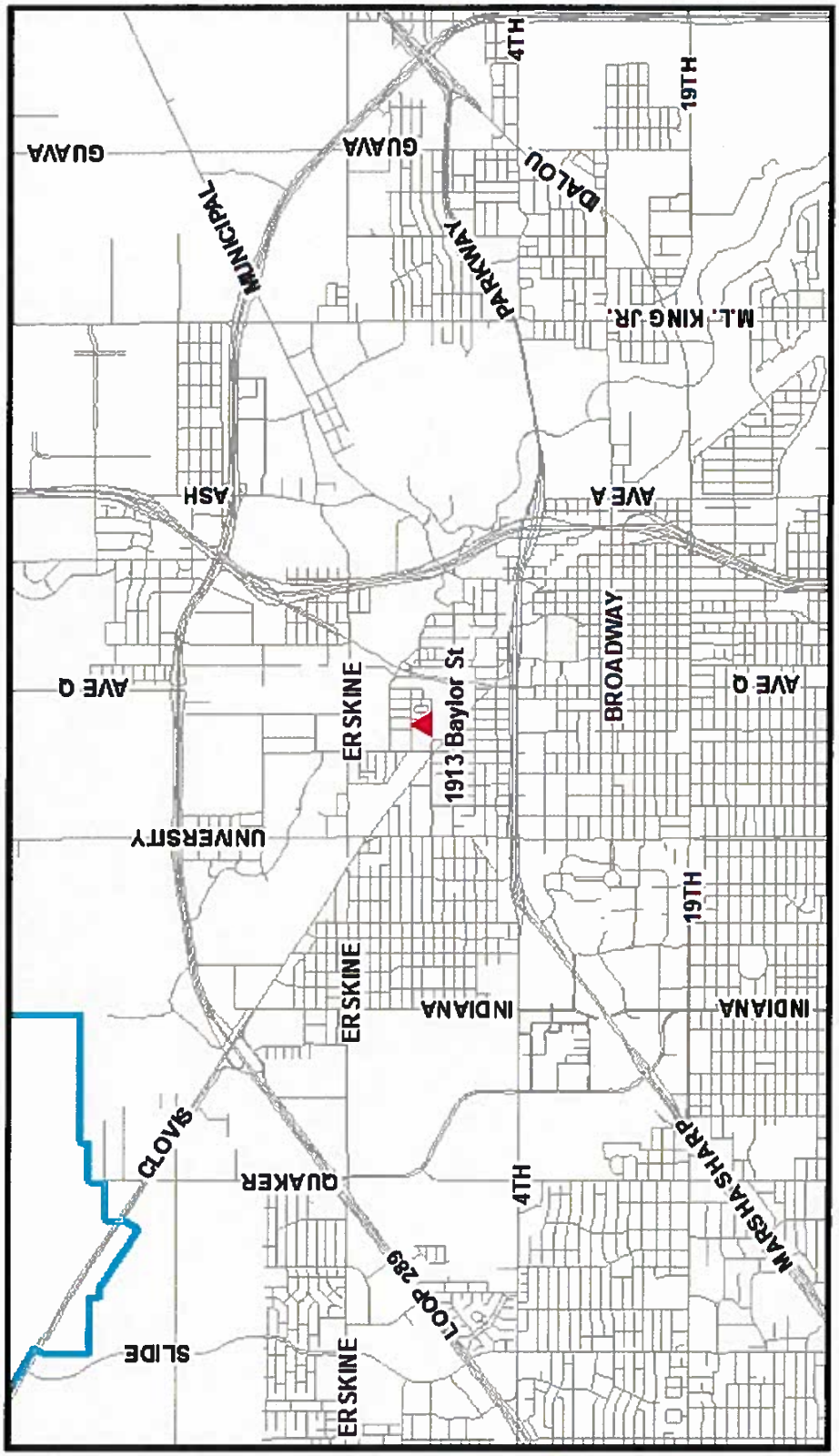
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

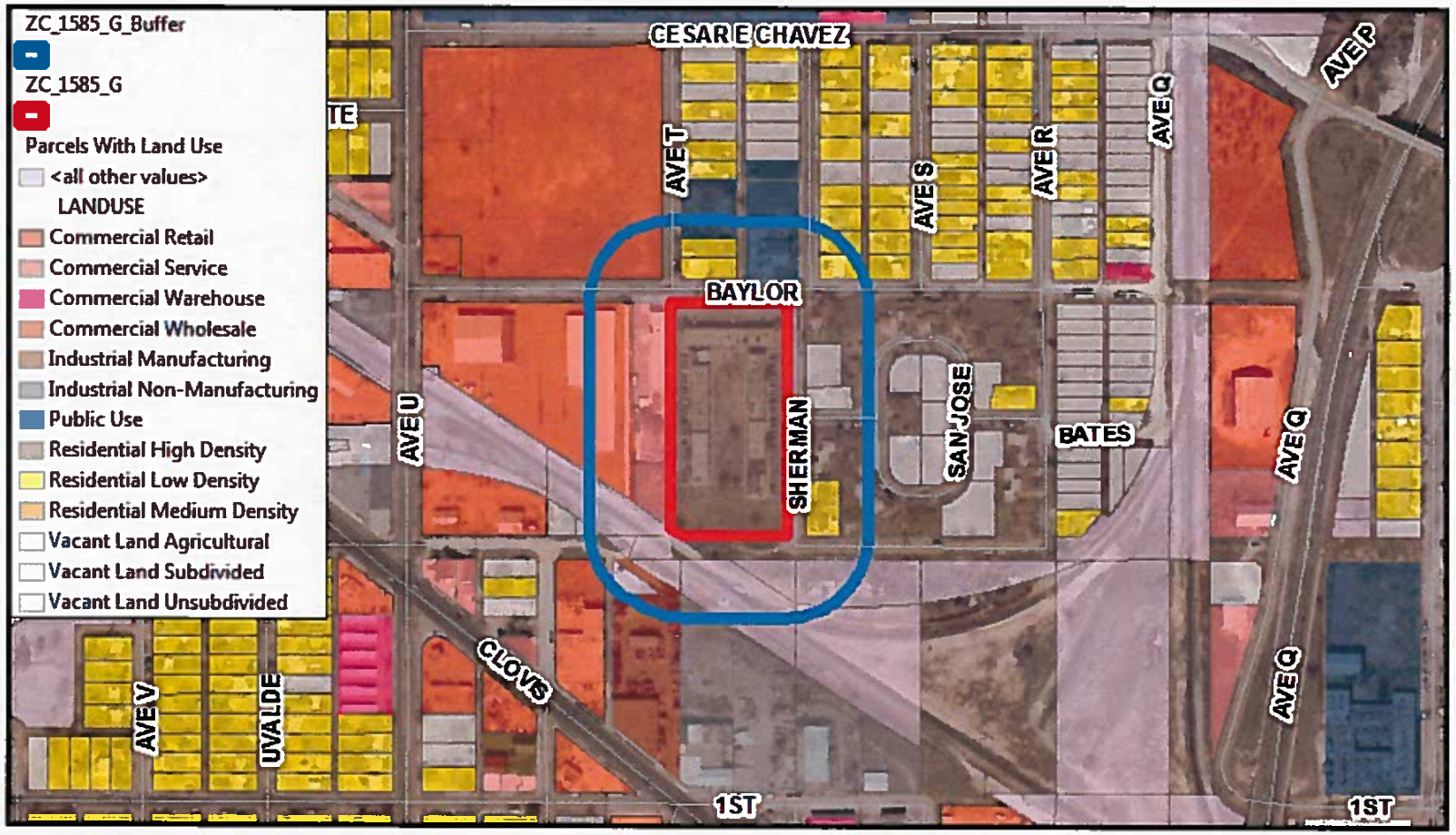
APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC1585-G
May 7, 2015

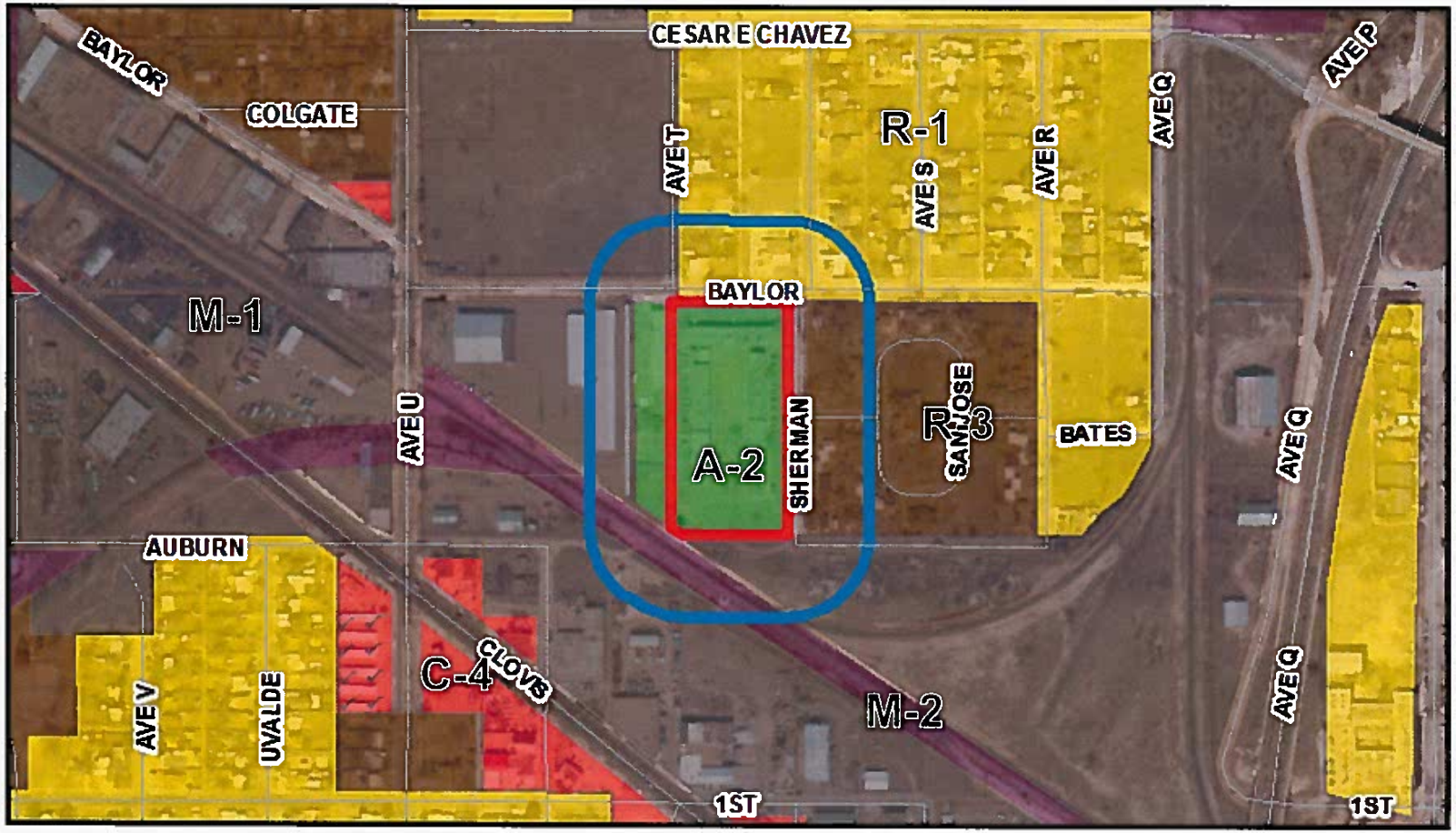


P.Z.C. Case 1585-G



P.Z.C. Case 1585-G

Continued request of Bywater Development Group, LLC (for North & East Lubbock CDC) for a zoning change from A-2 to A-2 Specific Use for apartments, 1913 Baylor Street



P.Z.C. Case 1585-G Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Bywater Development Group, LLC

#8 Church
Street/Post Office Box

St. Louis, MO 63135
City State Zip

(314) 808-2480
Telephone

For North & East Lubbock CDC

P.O. Box 3893
Street/Post Office Box

Lubbock TX 79452
City State Zip

(806) 747-5937
Telephone

Location or Address: 1913 Baylor Street, Lubbock TX 79415

Legal Description:* See "Exhibit A" attached

Existing Land Use: Multifamily **Existing Zoning:** A-1

Acreage or Square Footage of Property: 4.065 Acres

Zoning Requested: Specific Use--Any District

(Please see "Exhibit B"– RATIONALE FOR ADJUSTMENTS TO BUILDING HEIGHT, PARKING, SETBACKS, ETC)

Proposed Development: Mahon Villas Apartments--Phase I. A 94 unit affordable multifamily residential development.

If property is not subdivided, will preliminary plat be submitted? Yes n/a No

J. DAVID DODSON, CEO
Applicant's Signature

02/25/2015
Date

Filing Fee: $497.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

M+B Map 2

Zone Case No.: 1585-G **Agenda No.:**

Request for zoning change from: A-2 **To:** A-2 SP use

on Lot(s): — **Block(s):** 68

Subdivision: Roberts-Mcwhorter **Address:** 1913 Baylor St

UNIT TYPE SCHEDULE				
UNIT LABEL	NUMBER OF BEDROOMS	NUMBER OF BATHROOMS	Sq. Ft. PER UNIT (GROSS)	Sq. Ft. PER UNIT (NET)
Unit A	1	1	880 sf	851 sf
Unit B	2	2	995 sf	969 sf
Unit C	3	2	1,411 sf	1,369 sf
Unit D	4	2	1,476 sf	1,391 sf
Unit A - ADA	1	1	772 sf	747 sf
Unit B - ADA	2	2	995 sf	969 sf
Unit C - ADA	3	2	1,153 sf	1,099 sf
Unit D - ADA	4	2	1,466 sf	1,391 sf
COMM. BLDG.	—	—	1,650 sf	—

NOTE:
Unit B on second floor = 1,639 sf Gross, 994 sf Net.
Location: 1 in building B5 and 1 in building B6

BUILDING TYPE & UNIT COUNT SCHEDULE										
BUILDING LABEL	NUMBER OF BUILDINGS	NUMBER OF UNITS PER BLDNG								# OF UNITS PER BUILDING
		NUMBER OF UNITS A	NUMBER OF UNITS B	NUMBER OF UNITS C	NUMBER OF UNITS D	NUMBER OF UNITS A - ADA	NUMBER OF UNITS B - ADA	NUMBER OF UNITS C - ADA	NUMBER OF UNITS D - ADA	
"B1"	1	3	2	2	2	—	—	—	—	10
"B2"	1	3	2	2	2	1	—	—	—	9
"B3"	1	—	3	3	—	—	—	—	—	6
"B4"	1	—	4	4	—	—	—	—	—	8
"B5"	3	—	10	10	—	—	—	—	—	30
"B6"	1	3	3	2	3	—	—	1	—	12
"B7"	1	—	3	3	—	—	—	—	1	7
"B8"	1	3	1	2	3	—	1	1	—	12
"COMMUNITY"	1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a
TOTAL PER UNIT TYPE		11	33	33	11	1	2	2	1	
GRAND TOTAL										94

NOTE:
3% OF EACH UNIT TYPE TO BE ACCESSIBLE (ADA) =

1 UNIT A - ADA
2 UNITS B - ADA
2 UNITS C - ADA
1 UNIT D - ADA

PARKING SCHEDULE			
NUMBER OF TOTAL UNITS	PARKING RATE	PARKING REQUIRED	PARKING PROVIDED
94	1.5 / UNIT	141	146

NOTE:
HANDICAP PARKING SPACES REQUIRED BY TAS 2012
(TABLE 208.2) = 6
6 HANDICAP PARKING SPACES PROVIDED

WATER KEY

- EXISTING WATER LINE
- EXISTING FIRE HYDRANT
- PROPOSED WATER LINE (ALL 8" PVC)
- PROPOSED FIRE HYDRANT

*ALL MUNICIPAL WATER LINES MUST BE IN EASEMENT OR PUBLIC R.O.W.

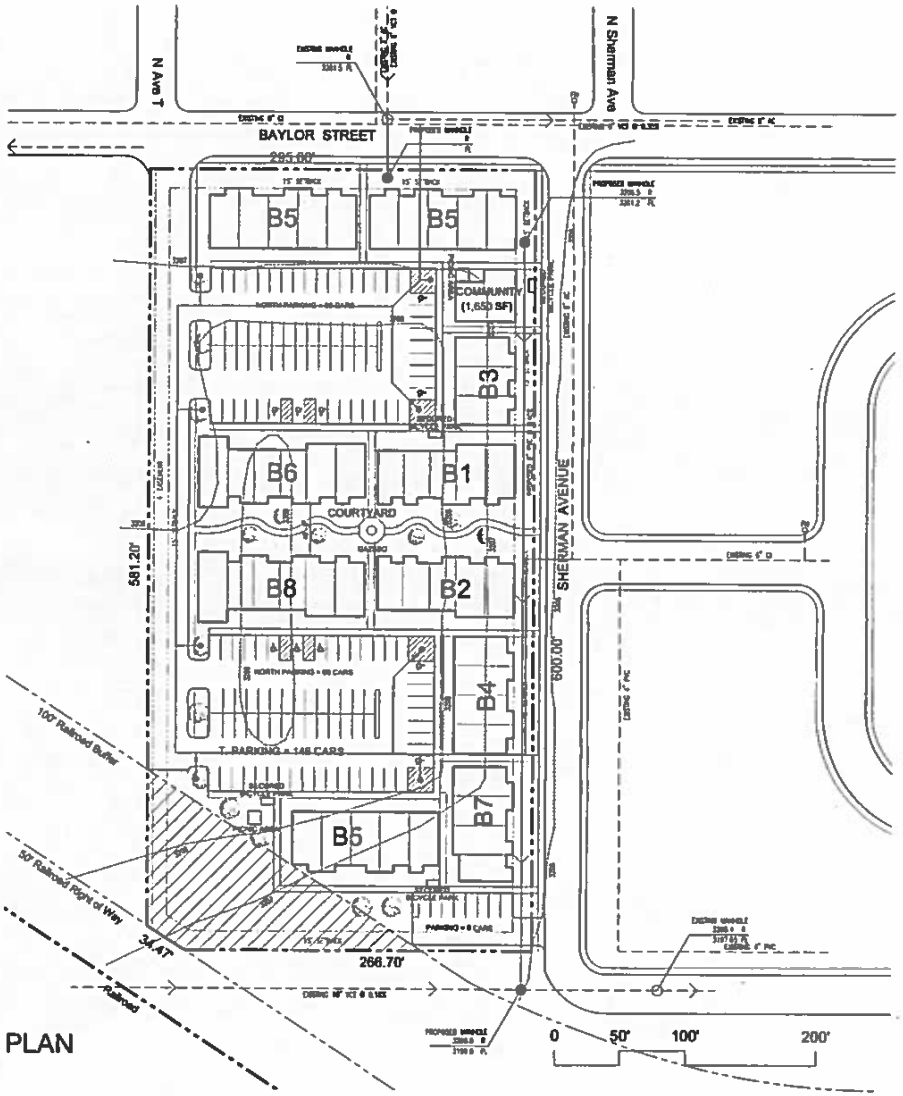
*ALL WATER METERS MUST BE IN EASEMENT OR PUBLIC R.O.W.

SANITARY/SEWER KEY

- EXISTING SEWER LINE
- EXISTING MANHOLE
- PROPOSED SEWER LINE
- PROPOSED MANHOLE

*ALL MUNICIPAL SEWER LINES MUST BE IN EASEMENT OR PUBLIC R.O.W.

*SEWER TAPS FOR BUILDING SERVICE LINES NOT ALLOWED AT MANHOLES



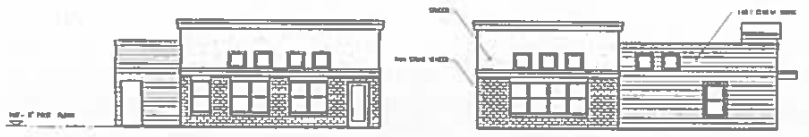
MASTER PLAN
SCALE: 1"=40'

SAINT LOUIS DESIGN ALLIANCE

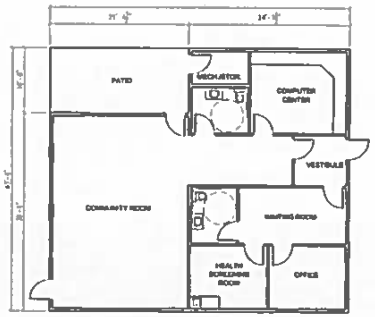
Mahon Villas Phase I

LUBBOCK, TEXAS

1.1



O ELEVATIONS
SCALE: 1/8"=1'-0"



O FIRST FLOOR PLAN
SCALE: 1/8"=1'-0"

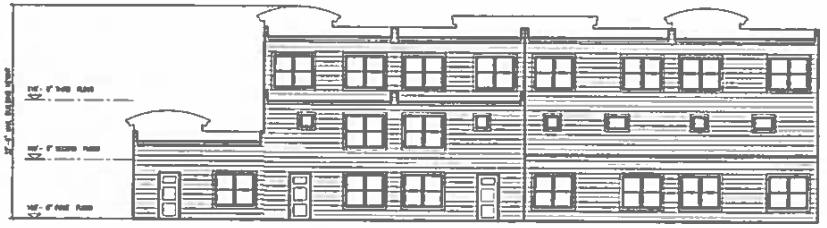
SAINT LOUIS DESIGN ALLIANCE

Mahon Villas Phase I

LUBBOCK, TEXAS

3.9

REAR ELEVATION
SCALE: 1/8"=1'-0"



REAR ELEVATION
SCALE: 1/8"=1'-0"

FRONT ELEVATION
SCALE: 1/8"=1'-0"

BUILDING "B1"

FRONT ELEVATION
SCALE: 1/8"=1'-0"

BUILDING "B2"

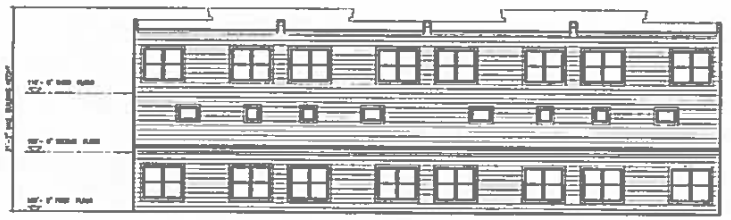
DESIGN ALLIANCE
SAINT LOUIS DESIGN ALLIANCE

Mahon Villas Phase I

LUBBOCK, TEXAS

4.1

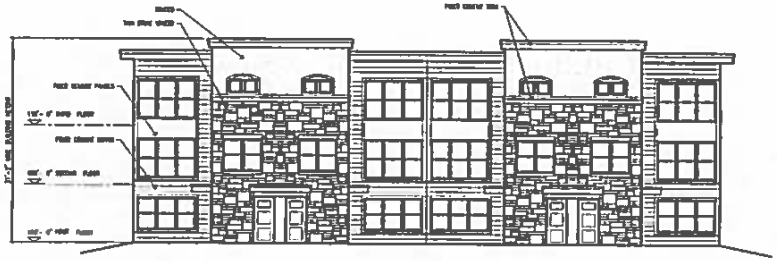
O REAR ELEVATION
SCALE: 1/8"=1'-0"



O REAR ELEVATION
SCALE: 1/8"=1'-0"

O FRONT ELEVATION
SCALE: 1/8"=1'-0"

BUILDING "B3"



O FRONT ELEVATION
SCALE: 1/8"=1'-0"

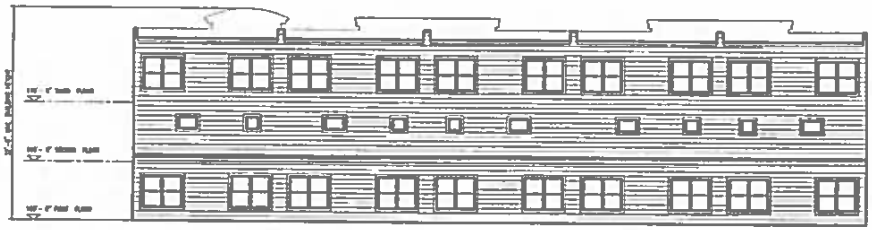
BUILDING "B4"

DESIGN ALLIANCE
SAINT LOUIS DESIGN ALLIANCE

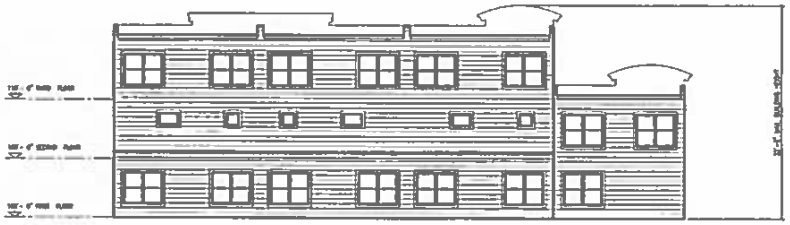
Mahon Villas Phase I

LUBBOCK, TEXAS

4.2



O REAR ELEVATION
SCALE: 1/8"=1'-0"



O REAR ELEVATION
SCALE: 1/8"=1'-0"

O FRONT ELEVATION
SCALE: 1/8"=1'-0"

BUILDING "B5"

O FRONT ELEVATION
SCALE: 1/8"=1'-0"

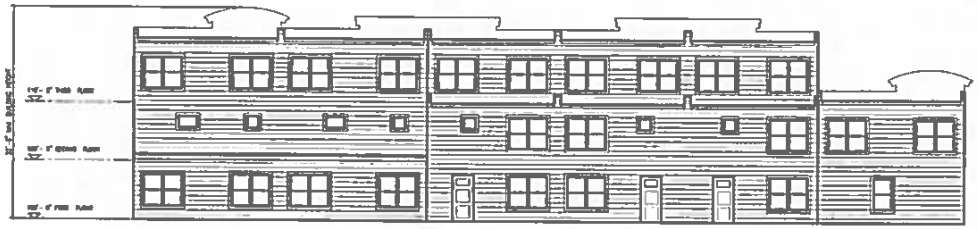
BUILDING "B7"

DESIGN ALLIANCE

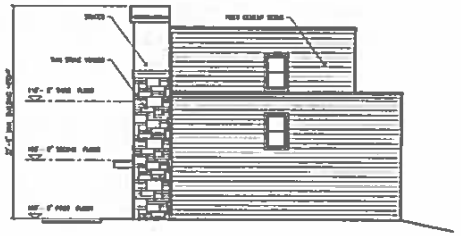
SAINT LOUIS DESIGN ALLIANCE

Mahon Villas Phase I
LUBBOCK, TEXAS

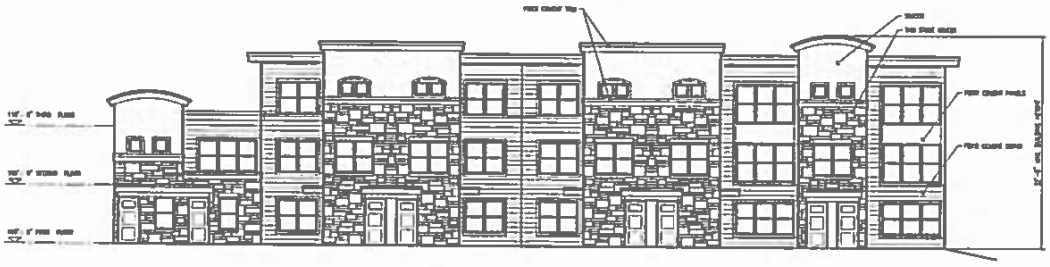
4.3



REAR ELEVATION
SCALE: 1/8"=1'-0"

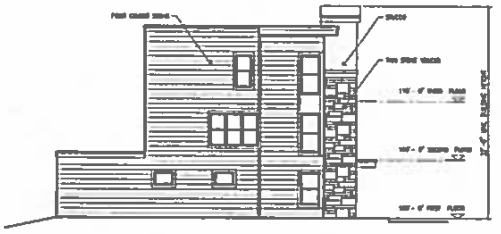


TYPICAL SIDE ELEVATION
SCALE: 1/8"=1'-0"



FRONT ELEVATION
SCALE: 1/8"=1'-0"

BUILDING "B6" | BUILDING "B8"



TYPICAL SIDE ELEVATION
SCALE: 1/8"=1'-0"

DESIGN ALLIANCE
SAINT LOUIS DESIGN ALLIANCE

Mahon Villas Phase I

LUBBOCK, TEXAS

4.4

EXHIBIT B
RATIONALE FOR VARIATIONS TO STANDARD SETBACK, BUILDING HEIGHT, AND PARKING REQUIREMENTS

The Applicant is seeking a Specific Use (SU) designation for the proposed Mahon Villas Apartments—Phase I. The proposed development is part of a planned redevelopment effort led by a strategic partnership of North & East Lubbock Community Development Corporation and Bywater Development Group, and seeks to address the abandoned Villa del Norte Apartments, a highly problematic property in north Lubbock, and which will serve as the first major step in a broader effort to revitalize the Mahon neighborhood. The proposed development plan includes demolition of the current substandard structures and the construction of 94 new high-quality affordable garden and townhouse style apartments. A re-imagined site plan will include setback/sound attenuation measures designed to separate the residential development from nearby rail and auto sound sources.

The design and land use flexibility inherent in the SU district allows us to creatively address a number of design and development challenges while adhering to the intent, principles, and innovations of modern urban planning and design. These challenges and the variations proposed to address them are as follows:

Setbacks. Current and emerging urban design for apartments is often trending toward less emphasis on front and side yard requirements, and places buildings closer to the street in order to facilitate ease of access, neighborhood walkability, and a visual mass. Mahon Villas Apartments desires to take advantage of this design approach. In addition to the design approach, the Applicant believes that it is important to create a 100' setback zone that follows the railroad right-of-way at the south end of the site within which no dwelling units are to be constructed. This will provide a greater buffer between the railroad noise source and the occupied apartment units, thereby creating a healthier sound-related environment and enhancing the quality of life for the families residing in the development. This measure removes a material percentage the developable area from the effective dimensions of the site. An approved variation of standard setback and side yard requirements will enable us to optimize the developable portion of the site, and achieve an urban scale development. Our plan proposes 15' front setbacks and 5' minimum side yard dimensions.

Building Height. Mahon Villas Apartments seeks to provide for greater diversity of potential household sizes and types than are currently available in the immediate area. To facilitate this we are proposing a mix of 1, 2, 3, and 4 bedroom apartments. In order to efficiently utilize developable site area, most of the 3 and 4 bedroom units are designed as two-level apartments sitting above single-story garden units. The grade level entrances to the garden units will enable us to maximize the number of handicapped accessible units in the development (all of the 1 and 2 bedroom units and 5% of the 3 and 4 bedroom units will be on grade level and will be fully handicapped adaptable). The resulting buildings will be 3 story and will have a building height less than 40 feet.

Parking Requirements. The Mahon Villas Apartments development will have rents that are affordable to households earning at or below 60% of Lubbock's median income (with some units reserved for even lower income levels). It is generally the case—and it has been our practical experience—that lower-income households do not own nearly as many automobiles per household as do middle and upper-income households. Indeed, a number of lower-income households may not have a car at all. The location of the Mahon Villas Apartments on a major CitiBus line enables those without cars to have convenient access to transportation. Our proposed site plan includes over 1.5 parking spaces per unit, which we believe will be an adequate number of spaces for this development. There is also considerable street parking available adjacent to the site. In the event, though, that parking becomes tight in the occupied development, we have the ability to add additional parking in the 100' sound buffer zone at a future time.

EXHIBIT A
LEGAL DESCRIPTION

METES AND BOUNDS DESCRIPTION of a Portion of Block 68, Roberts & McWhorter's Addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat and/or dedication deed thereof recorded in Volume 19, Page 484 of the Deed Records of Lubbock County, Texas, being that same tract previously described under County Clerk File Number 2012004842 and 2014021143 of the Official Public Records of Lubbock County, Texas, being further described as follows:

BEGINNING at an "X" cut in concrete in the South right-of-way line of Baylor Street as described in Volume 615, Page 190 of the Deed Records of Lubbock County, Texas and the Western boundary of said Block 68, for the Northwest corner of this tract which bears South a distance of 30.00 feet from the original Northwest corner of said Block 68;

THENCE N. 89°57'33" E. (deed calls: East), along said South right-of-way line, a distance of 295.60 feet to an "X" found in concrete in the West right-of-way line of N. Sherman Avenue dedicated in Volume 449, Page 25 of the Deed Records of Lubbock County, Texas, for the Northeast corner of this tract;

THENCE South, along said West right-of-way line, a distance of 600.00 feet to a 1/2" iron rod found in the North right-of-way line of Auburn Street dedicated by plat recorded in Volume 19, Page 484 of the Deed Records of Lubbock County, Texas and the Southern boundary of said Block 68, at the Southeast corner of this tract;

THENCE S. 89°55'49" W (deed calls: West)., along said North right-of-way line and the Southern boundary of said Block 68, a distance of 266.70 feet to a 1/2" iron rod found in the North line of a railroad right-of-way (no document found), at the most Southerly Southwest corner of this tract,

THENCE N. 56°43'21" W., along said railroad right-of-way, a distance of 34.47 feet (deed calls: N. 56°56'53" W.) to a 1/2" iron rod found in the Western boundary of said Block 68, at the most Westerly Southwest corner of this tract;

THENCE N. 00°00'28 W., along the Western boundary of said Block 68, a distance of 581.20 feet to the Point of Beginning.

Contains: 4.065 acres or 177,085 square feet

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

(1)

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 1585-G**

In Favor of ✓

Opposed ___

Reasons and/or Comments:

RECEIVED
MAY 16 REC'D
PLANNING DEPARTMENT

Print Name FORECLOSED PROPERTY HOLDINGS

Signature: [signature]

Address: 9816 Slide Road

Address of Property Owned: 1913 Baylor Street

9 of 25

Zone Case Number: 1585-G 52848
FORECLOSED PROPERTY HOLDINGS
9816 SLIDE RD

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

RECEIVED
APR 08 REC'D
PLANNING DEPARTMENT

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: *1585-G***

In Favor of ____

Opposed ____

Reasons and/or Comments:

Print Name _____

Signature: _____

Address: _____

Address of Property Owned: _____

19 of 25

Zone Case Number: **1585-G** 53659
PRIETO, DIANA
1809 BATES ST

LUBBOCK TX 79415-3159

Regular City Council Meeting **7. 2.**

Meeting Date: 05/28/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2255-Q, a request of Lacee Romero, for High Impact Properties TX, Ltd., for a zoning change from C-2 to C-2A Specific Use for a veterinary clinic on Lot 30, Spur 327 Business Park Addition, 5820 66th Street, and consider an ordinance.

Item Summary

General comments:
The request is to rezone a portion of an existing commercial lot from C-2 to C-2A for a veterinary clinic.

Adjacent land uses:
N: (C-4 Specific Use) Overman Furniture Rental and UMC EMS
S: (A-1) Sagewood Apartment Complex
E: (C-2) Shropshire Insurance Agency Office
W: (C-4) Genoa Avenue and Edward Jones Office

Comprehensive Land Use Plan (CLUP):
The request is consistent with the CLUP.

Zoning Policy:
Careful consideration to noise, odor, debris and other issues associated with animals would need to be taken by the Planning Commission if the building were placed along the property line adjacent to a different property owner. Since the property is owned by one owner, policy has been to require a demising wall that would eliminate, or at the very least, minimize any concerns which could affect the adjacent space or neighbors.

Since this property is surrounded by heavier commercial zones, across the 66th street to the south, apartment zoning and with the additional conditions to mitigate noise concerns, the property should be considered for the zone change.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
On May 7, 2015 the P&Z Commission recommended the request with a unanimous vote with the following condition:
1. That the zone change be tied to the tenant space and the zoning for the parcel remain all unconditionally permitted C-2 uses.

Fiscal Impact

None.

Staff/Board Recommending
Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 2255-Q
Zone Case 2255-Q

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2255-Q;** A ZONING CHANGE FROM **C-2** TO **C-2A SPECIFIC USE** FOR **A VETERINARY CLINIC,** ON **LOT 30, SPUR 327 BUSINESS PARK ADDITION,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 2255-Q

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **C-2** to **C-2A Specific Use** for **a veterinary clinic** on **Lot 30, Spur 327 Business Park Addition,** City of Lubbock, Lubbock County, Texas, located at **5820 66th Street,** subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change shall be tied to the tenant space alone and the zoning for the parcel shall allow for all unconditionally permitted C-2 uses.**

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **C-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **5820 66th Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

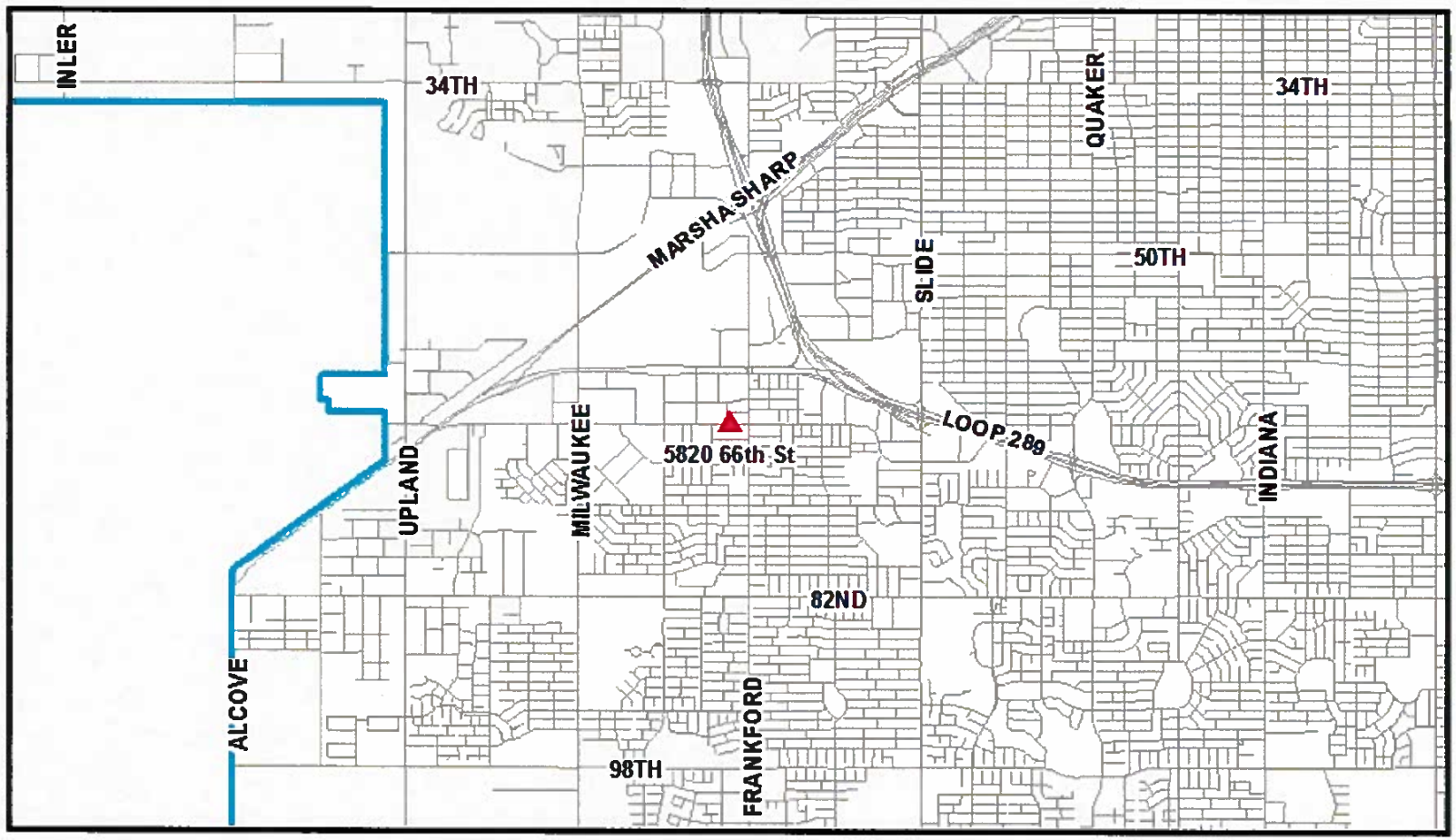
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

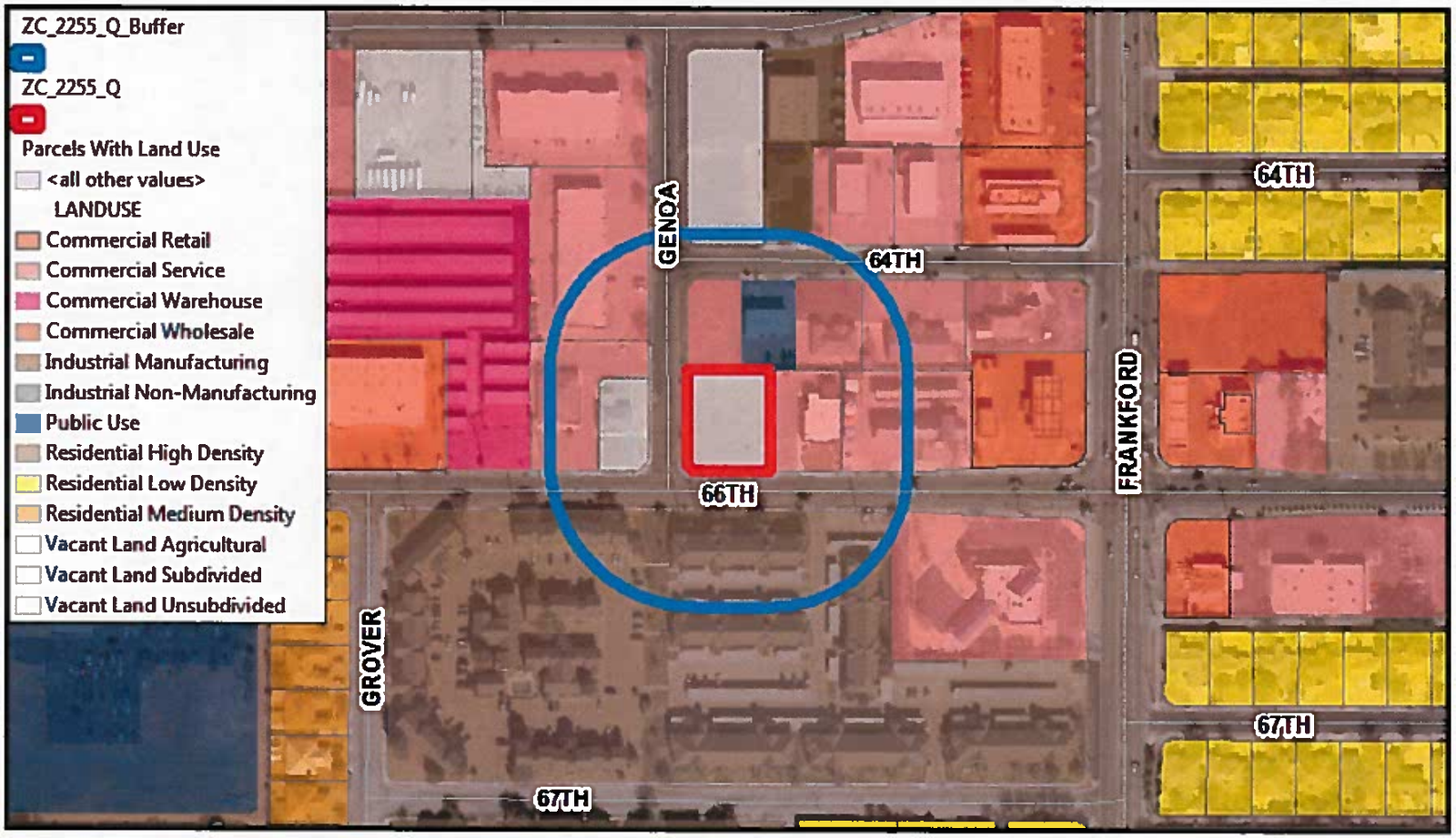
APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC2255-Q
May 7, 2015

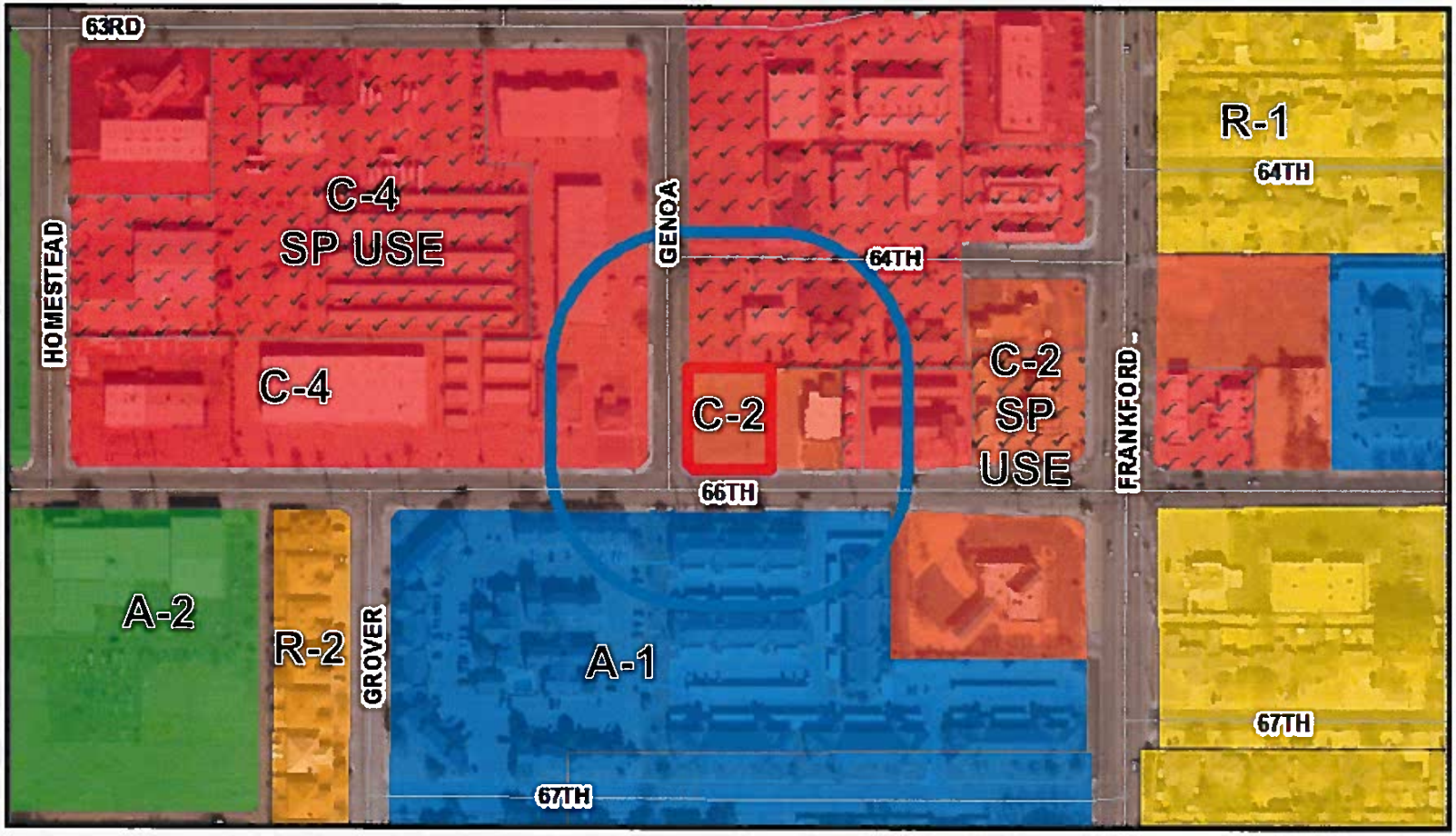


P.Z.C. Case 2255-Q



P.Z.C. Case 2255-Q

Request of Lacee Romero (for High Impact Properties TX, Ltd.) for a zoning change from C-2 to C-2A Specific Use for a veterinary clinic, 5820 66th Street



P.Z.C. Case 2255-Q Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) LaCee Romero
6306 Iola Ave Ste. 200
Street/Post Office Box
Lubbock TX 79424
City State Zip
(806) 794-1492
Telephone

For High Impact Properties TX, Ltd.
PO BOX 64189
Street/Post Office Box
Lubbock TX 79464
City State Zip
(806) 794-1492
Telephone

Location or Address: 5820 66th Street

Legal Description:* _____

Existing Land Use: _____ **Existing Zoning:** C-2

Acreage or Square Footage of Property: 2.468

Zoning Requested: Veterinary Hospital/clinic for small animals with short term boarding

Proposed Development: C-2A - Spec use

If property is not subdivided, will preliminary plat be submitted? Yes _____ No _____

LaCee Romero
Applicant's Signature

Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: $475.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

New

TRC-004416-17-03-2015
$475 - CH - 40454

For City Use Only

PIN: 93923 Map 22

Zone Case No.: 2255-Q **Agenda No.:** 2

Request for zoning change from: C-2 **To:** C-2A SP Use

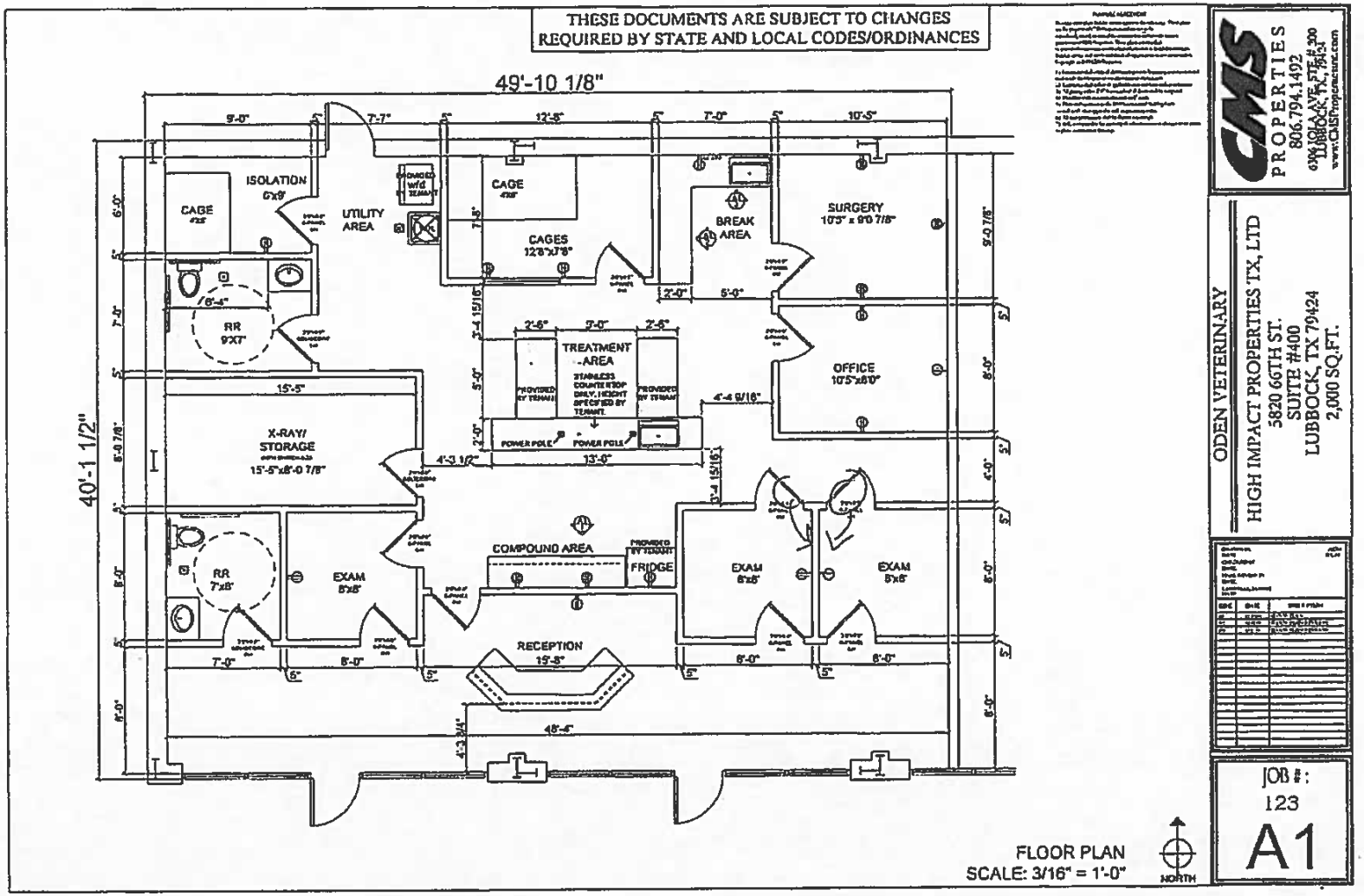
on Lot(s): 30 **Block(s):** _____

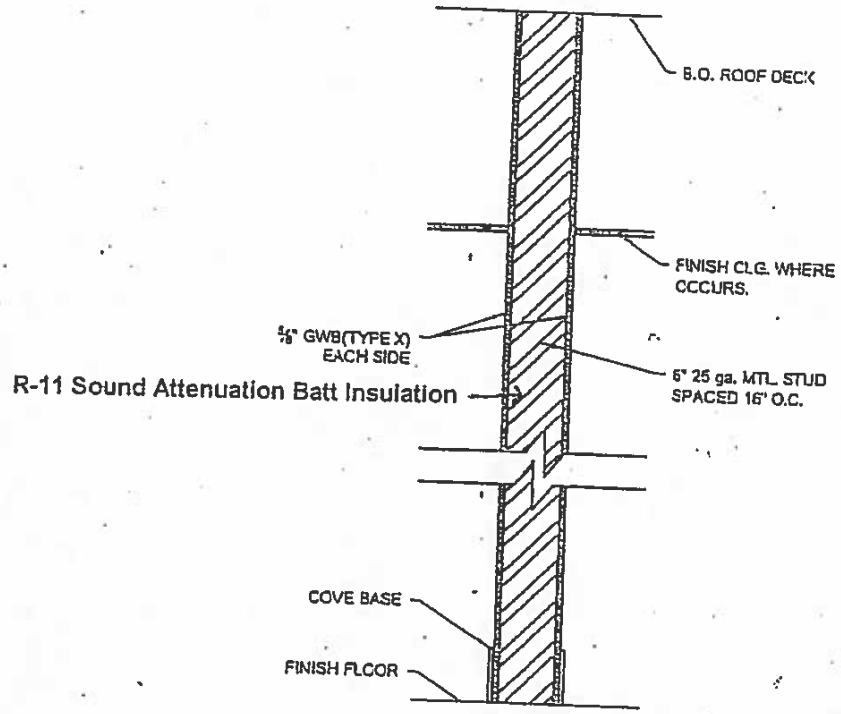
Subdivision: SPUR 327 Business Park **Address:** 5820 66th St

map is correct

KS

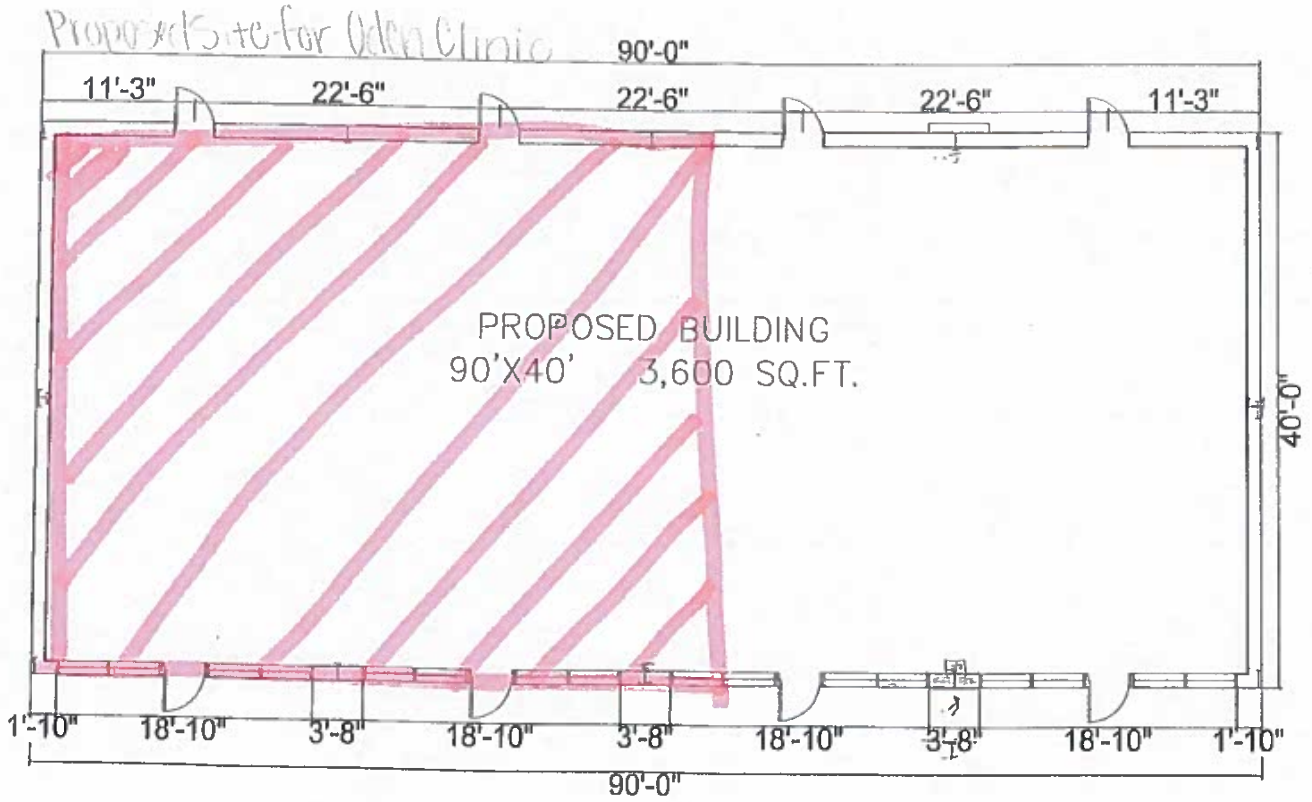
CMS PROPERTIES
HIGH IMPACT PROPERTIES TX, LTD
66TH & GENOA AVE.
LUBBOCK, TX
CMS PROPERTIES
806.794.1492
6306 IOLA AVE. STE.# 200
LUBBOCK, TX. 79424
www.CMSPropertiesInc.com
JOB #: 123
C1
TOTAL LOT AREA
20,099 ft²
5% LANDSCAPE REQUIREMENT
1,005 ft² REQUIRED
1,035 ft² PROVIDED
PARKING RATIO 1:175
21 REQUIRED
24 PROVIDED + 2 H.C.
PARKING LOT TO BE CONCRETE
SITE PLAN
SCALE: 1/16" = 1'
NORTH
NORTH-SOUTH 155.00'
S89°59'00"E 44.97'
N89°59'00"W 85.04'
20' Easement
3,600 SQ.FT.
90' X 40' BUILDING
FIRE LANE
FIRE LANE
FIRE LANE
N89°59'00"W 115.02'
66th ST.
NORTH-SOUTH 140'
GENOA AVE.
R=15.00'
Δ=89°59'
T=15.00
CH=21.21'
10' Power Line
Easement SPS


THESE DOCUMENTS ARE SUBJECT TO CHANGES
REQUIRED BY STATE AND LOCAL CODES/ORDINANCES
49'-10 1/8"
40'-1 1/2"
ISOLATION
6'x9'
CAGE
UTILITY AREA
CAGE
CAGES
12'8"x7'8"
BREAK AREA
SURGERY
10'5" x 9'0 7/8"
RR
9'X7'
TREATMENT AREA
STAINLESS COUNTERTOP ONLY, HEIGHT SPECIFIED BY TENANT
OFFICE
10'5"x8'0"
X-RAY/ STORAGE
15'-5"x8'-0 7/8"
POWER POLE
POWER POLE
13'-0"
COMPOUND AREA
FRIDGE
RR
7'x8'
EXAM
8'x8'
EXAM
8'x8'
EXAM
8'x8'
RECEPTION
15'-8"
48'-4"
FLOOR PLAN
SCALE: 3/16" = 1'-0"
NORTH
CMS PROPERTIES
806.794.1492
ODEN VETERINARY
HIGH IMPACT PROPERTIES TX, LTD
5820 66TH ST.
SUITE #400
LUBBOCK, TX 79424
2,000 SQ.FT.
JOB #:
123
A1



01: DEMISING WALL

SCALE: 1/2" = 1'-0"



FLOOR PLAN

CMS PROPERTIES

HIGH IMPACT PROPERTIES Tx, LTD.
55TH & GENOA AVE.
LUBBOCK, TX.

CMS PROPERTIES
806.794.1492
6306 IOLA AVE, STE # 200
LUBBOCK, TX. 79424
www.CMSPropertiesInc.com

JOB # :
123

A1

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

2

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2255-Q

In Favor of ✓

Opposed ___

Reasons and/or Comments:

RECEIVED
MAY 14 REC'D
PLANNING DEPARTMENT

Print Name LINDA FERGUSON

Signature: Linda Ferguson

Address: 4105 84th Lubbock Tx 79423

Address of Property Owned: 5812 - 64th

10 of 15

Zone Case Number: 2255-Q 81486
WESTMARK REALTORS L L P
4105 84TH ST

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

2

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***2255-Q***

In Favor of ✓

~~*Opposed*~~ ___

RECEIVED
MAY 04 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name David Zwiacher

Signature: [signature]

Address: 5901 Spur 327 Lubbock TX 79424

Address of Property Owned: 5901 Spur 327
Lubbock, TX 79424

Zone Case Number: **2255-Q** 81487
ZWIACHER LTD
PO BOX 64910

LUBBOCK TX 79464-4910

Regular City Council Meeting **7. 3.**

Meeting Date: 05/28/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2178-J, a request of Lacee Romero, for High Impact Properties TX, Ltd., for a zoning change from GO and A-1 to C-2 on 1.009 acres of unplatted land out of Block E-2, Section 18, 3419 98th Street, and consider an ordinance.

Item Summary

General comments:
The request is to rezone about one acre from Garden office and A-1 to C-2. This will allow the applicant to continue the proposed development from the adjacent tract to this tract.

Adjacent land uses:
To the north is R-1 and R-2, across 98th Street. West of the site is zoned R-2 specific use. The property to the south is zoned as A-1, but built out as single family townhomes and garden homes. East of this parcel is zoned C-2.

Comprehensive Land Use Plan (CLUP):
The CLUP recommends 40 acres of commercially zoned property at the intersection of two thoroughfares or 10 acres per corner. This corner is currently less than the ten acres, approximately seven acres. The CLUP also recommends a buffer district separating commercial property from low density residential.

While the acreage of commercial is consistent with the CLUP, the removal of the buffer district goes against the recommendations of the CLUP.

Zoning Policy:
Similar to the CLUP, our zoning policies recommend Garden Office or an apartment district between low density residential areas and commercial. This progression of lower intensity zoning districts is intended to protect the residential property from the impacts of commercial property.

Effect on the adjacent street and thoroughfare system:
The approval of this request should have a limited impact on the thoroughfare system.

Recommendations:
On May 7, 2015, the P&Z Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2178-J;** A ZONING CHANGE FROM **GO AND A-1** TO **C-2** ZONING DISTRICT ON **1.009 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 18,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 2178-J

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **GO and A-1** to **C-2** zoning district on

1.009 acres of unplatted land out of Block E-2, Section 18, City of Lubbock, Lubbock County, Texas, located at **3419 98th Street,** and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

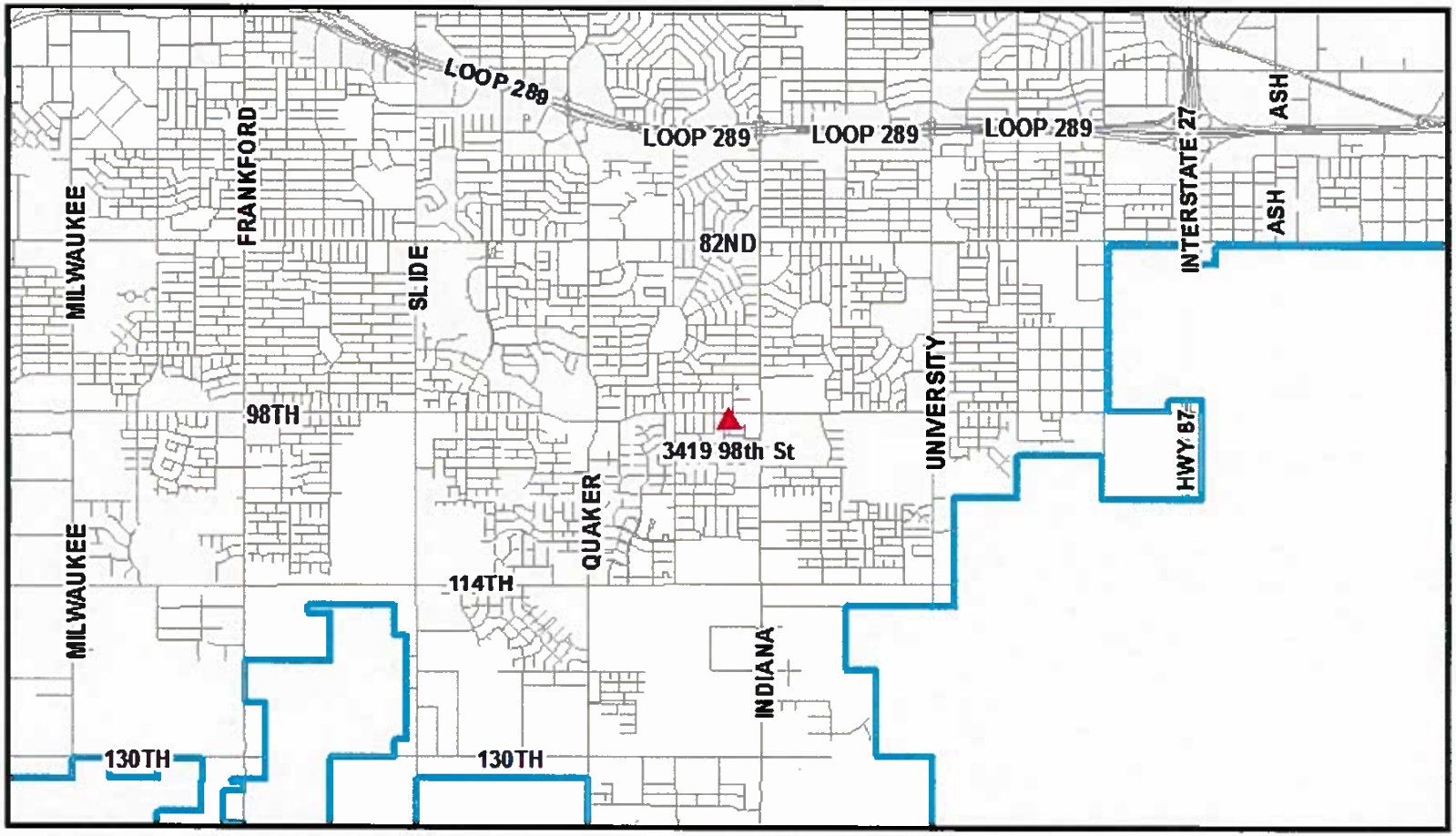
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

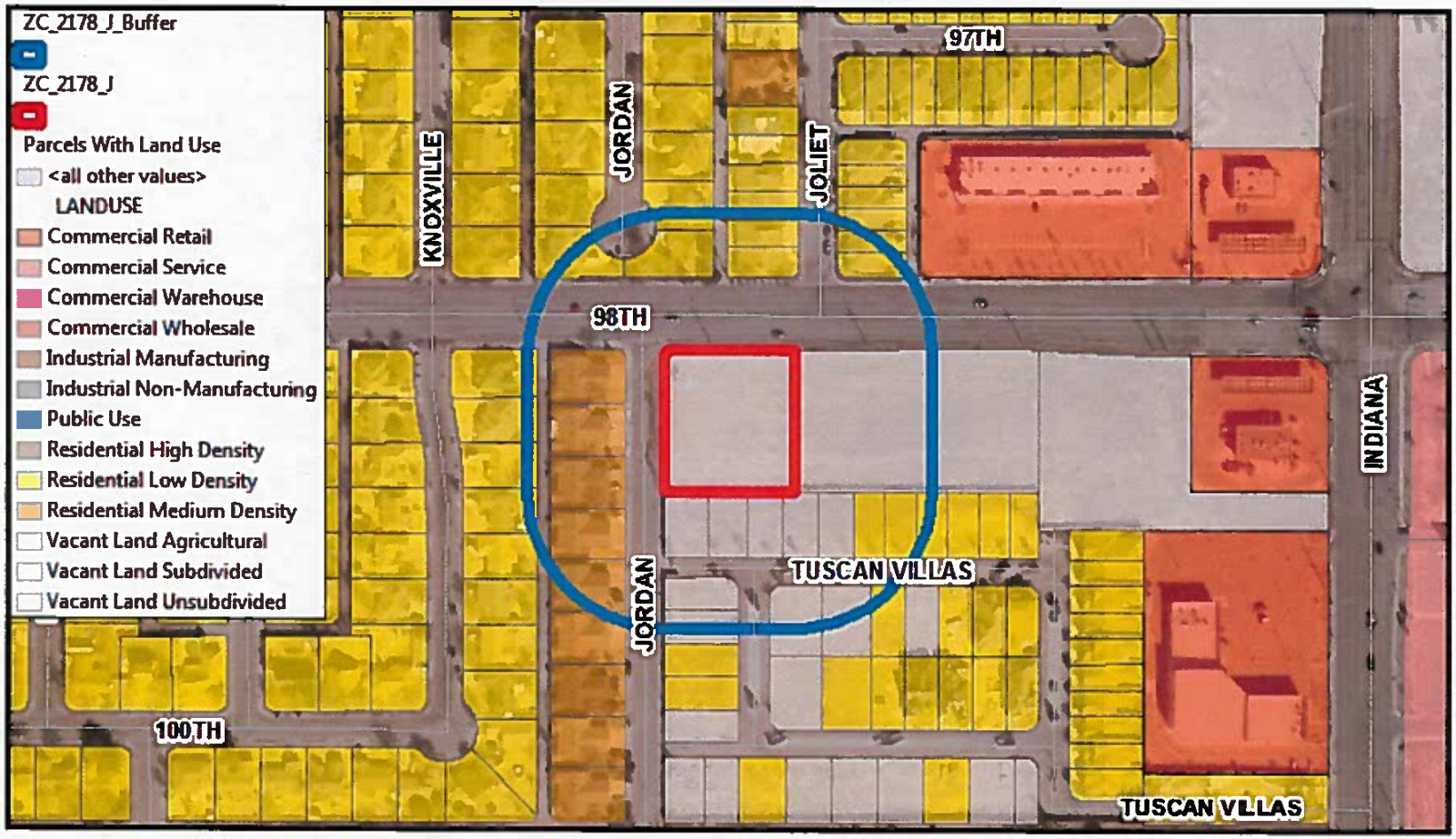
APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC2178-J
May 7, 2015

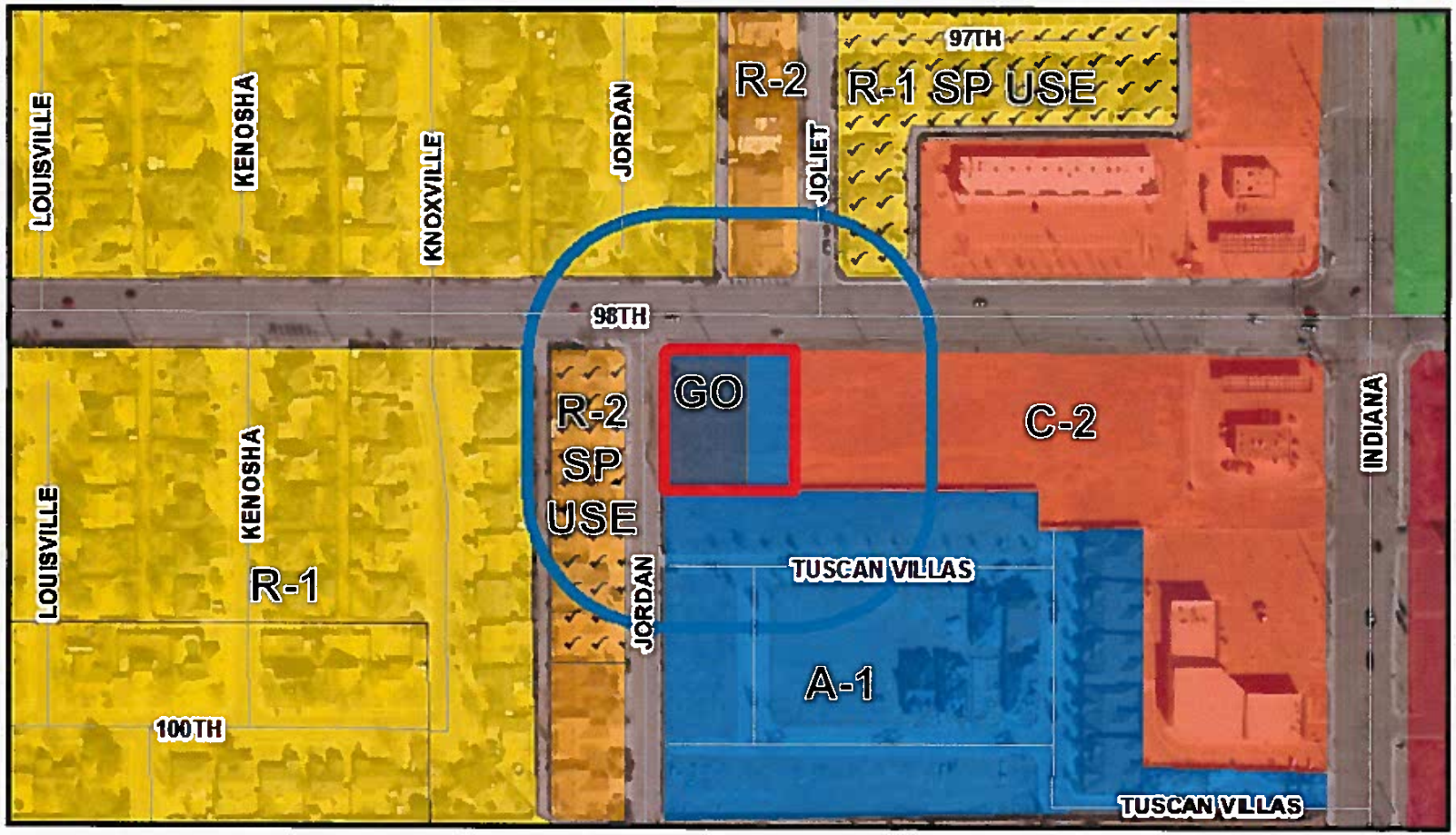


P.Z.C. Case 2178-J



P.Z.C. Case 2178-J

Request of Lacee Romero (for High Impact Properties TX, Ltd.) for a zoning change from GO and A-1 to C-2, 3419 98th Street



P.Z.C. Case 2178-J Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Lacee Romero
6306 Iola Ave Ste 200
Street/Post Office Box
Lubbock TX 79424
City State Zip
(806) 794-1492
Telephone

For High Impact Properties TX, Ltd
Po Box 64189
Street/Post Office Box
Lubbock TX 79464
City State Zip
806 794 1492
Telephone

Location or Address: 3419 - 98th

Legal Description:* 1.009 acre tract located in Section 18,

Existing Land Use: Land **Existing Zoning:** garden office/A1

Acreage or Square Footage of Property: 1.009 acres

Zoning Requested: C-2

Proposed Development: Retail

If property is not subdivided, will preliminary plat be submitted? Yes ____ No X

Applicant's Signature

4/14/15
Date

Filing Fee: $475 pd 4/30 ck #5621
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

PIN: 86342 M+B map 41

Zone Case No.: 2178-J **Agenda No.:** ____

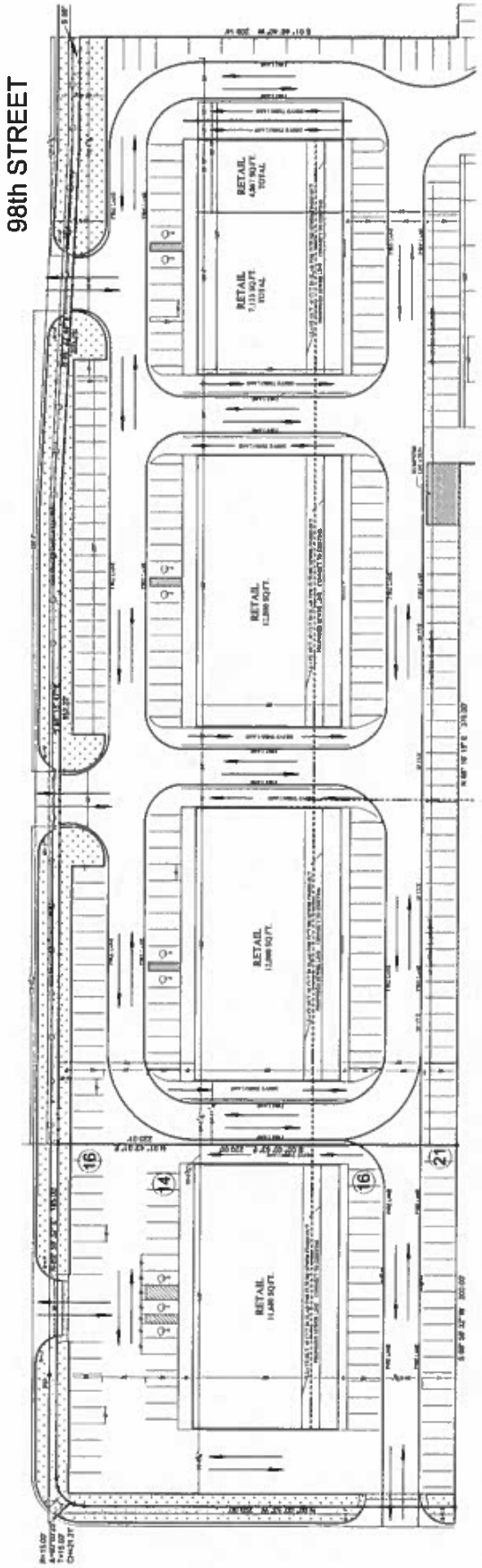
Request for zoning change from: GO, A-1 **To:** C-2

1.009 acres of unplatted land out of Block E2 Section 18

on Lot(s): ____ **Block(s):** ____

Subdivision: ____ **Address:** 3419 98th St

VS


98th STREET
RETAIL
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16
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16
21

PERIMETER & IMPROVEMENT SURVEY OF A 1.009 ACRE TRACT LOCATED IN SECTION 18, BLOCK E-2

LUBBOCK COUNTY, TEXAS

METES AND BOUNDS DESCRIPTION of a 1.009 acre tract located in Section 18, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a 1/2" iron rod with cap set in the South right-of-way line of 98th Street, as described in Volume 1593, Page 372, Deed Records of Lubbock County, Texas for the Northeast corner of this tract which bears S. 89°59'32"W. a distance of 875.07 feet and S. 00°00' 53" E. a distance of 55.00 feet from the Northeast corner of Section 18, Block E-2, Lubbock County, Texas;

THENCE S. 00°00'53" E. a distance of 220.00 feet to a 1/2" iron rod with cap set for the Southeast corner of this tract;

THENCE S. 89°59'32" W. a distance of 200.00 feet to a 1/2" iron rod with cap set in the East right-of-way line of Jordan Avenue (no right-of-way dedication instrument found) for the Southwest corner of this tract;

THENCE N. 00°00'53" W., along said East right-of-way line, a distance of 205.00 feet to a 1/2" iron rod with cap found at a point of curvature;

THENCE Northeasterly continuing along said East right-of-way line around a curve to the right, said curve having a radius of 15.00 feet, a central angle of 90°00'25", tangent lengths of 15.00 feet and a chord distance of 21.21 feet to a 1/2" iron rod with cap found in the South right-of-way line of 98th Street at a point of tangency;

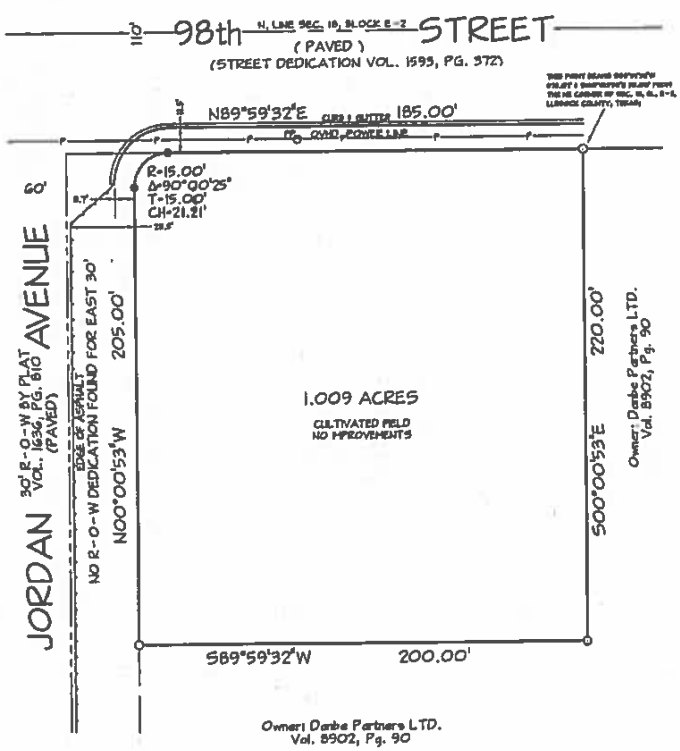
THENCE N. 89°59'32" E., along said South right-of-way line, a distance of 185.00 feet to the Point of Beginning.

Bearing relative to the North line of Section 18 being previously surveyed and recognized as N. 89°59'32" E.

CERTIFICATION TO: Western Title Co.
FOR: GF# 56214 ONLY

I, Daniel E. Martinez, Texas Registered Professional Land Surveyor No. 4515, do hereby certify that this survey was made on the ground and is in substantial compliance with Standard TREC Contract Form No. 20-6, a determination as to whether this property lies within a special flood hazard area was not made for this survey.
September 14, 2004

Daniel E. Martinez
Registered Professional
Land Surveyor No. 4515
State of Texas



SCALE : 1"=50'
CONTROL MONUMENTS AS FOUND & SHOWN
FENCES AS SHOWN.
● - FD. 1/2" ROD w/CAP
o - SET 1/2" ROD w/CAP
OPP - POWER POLE
243267 / SLG (GB)

WARNING
This plat is invalid unless it bears an original signature across an embossed seal.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS CIVIL ENGINEERS
1601 AVENUE N LUBBOCK, TEXAS 79401
PHONE : (806) 763-0542 FAX : (806) 763-2691

Copyright 2004, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GF # and any other identifiers as indicated in the certificate shown hereon.

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2178-J**

In Favor of ✓

Opposed ___

Reasons and/or Comments:

I Support this zone change!!

RECEIVED
MAY 04 REC'D
PLANNING DEPARTMENT

Print Name PAUL R. BEANE

Signature: Paul Beane

Address: 7912 Joliet Ave Lubbock TX 79423

Address of Property Owned: _____

3 of 26

Zone Case Number: 2178-J 22641
BEANE PAUL R & FRANCES A
7912 JOLIET AVE

LUBBOCK TX 79423

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 2178-J

In Favor of ___

Opposed X

Reasons and/or Comments:

RECEIVED
MAY 06 REC'D
PLANNING DEPARTMENT

Print Name MIKE THOMA

Signature: Mike Thoma

Address: 27 TUSCAN VILLA CIRCLE

Address of Property Owned: 27, 25, 31, 32, 33, 50, 51 & 52 TUSCAN

I OWN 8 LOTS/HOUSES

23 of 26

Zone Case Number: 2178-J 87748
THOMA MIKE F
% MIKE THOMA CONSTRUCTION
PO BOX 65115

LUBBOCK TX 79464

Zone Case 2178-J

I own 8 Lots/Houses and am AGAINST This zone case

Mike Thoma
27 Tuscan Villa Circle
Lubbock, Texas 79423

806-535-2084

Regular City Council Meeting **7. 4.**

Meeting Date: 05/28/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2543-E, a request of Brent Birdwell for a zoning change from R-1 Specific Use to Garden Office (GO) on Lot 32, Colonial Heights Addition, 1912 98th Street, and consider an ordinance.

Item Summary

General comments:
This request is to convert a residential lot (residential estates) to a GO tract. The GO district is intended to be of a scale and style to be compatible with residential areas, so the character of the buildings should not see much change.

Adjacent land uses:
N: (R-1 Specific Use) Residential Estates
S: (R-1 Specific Use) Single Family homes with reduced setbacks
E: (R-1 Specific Use) Residential Estates
W: (R-1 Specific Use) Residential Estates

Comprehensive Land Use Plan (CLUP):
The request is a minor change to the CLUP. The GO districts between major thoroughfares is an acceptable buffer between residential areas along major thoroughfares, but in no way should this be a step zone to a Commercial use.

Zoning Policy:
The proposed property has been occupied at some point in time with a manufactured home and is permitted livestock. Based on the location along a major thoroughfare, the proposed zone change would add a buffer between the major thoroughfare and the residential estates and vice-versa.

Effect on the adjacent street and thoroughfare system:
Please refer to Recommendation. Even GO can have a negative effect on the thoroughfare system if egress points are not limited and shared. Staff does not want to promote an excessive number of curb cuts along any area of strip GO.

Recommendations:
On May 7, 2015, the P&Z Commission recommended the request with a unanimous vote with the following condition:
1. The manufactured home on the property must be removed prior to issuing a building permit.

Fiscal Impact

None.

Staff/Board Recommending
Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 2543-E
Zone Case 2543-E

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2543-E;** A ZONING CHANGE FROM **R-1 SPECIFIC USE** TO **GO** ZONING DISTRICT ON **LOT 32, COLONIAL HEIGHTS ADDITION,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 2543-E

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 Specific use** to **GO** zoning district on **Lot 32, Colonial Heights Addition,** City of Lubbock, Lubbock County, Texas located at **1912 98th Street.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

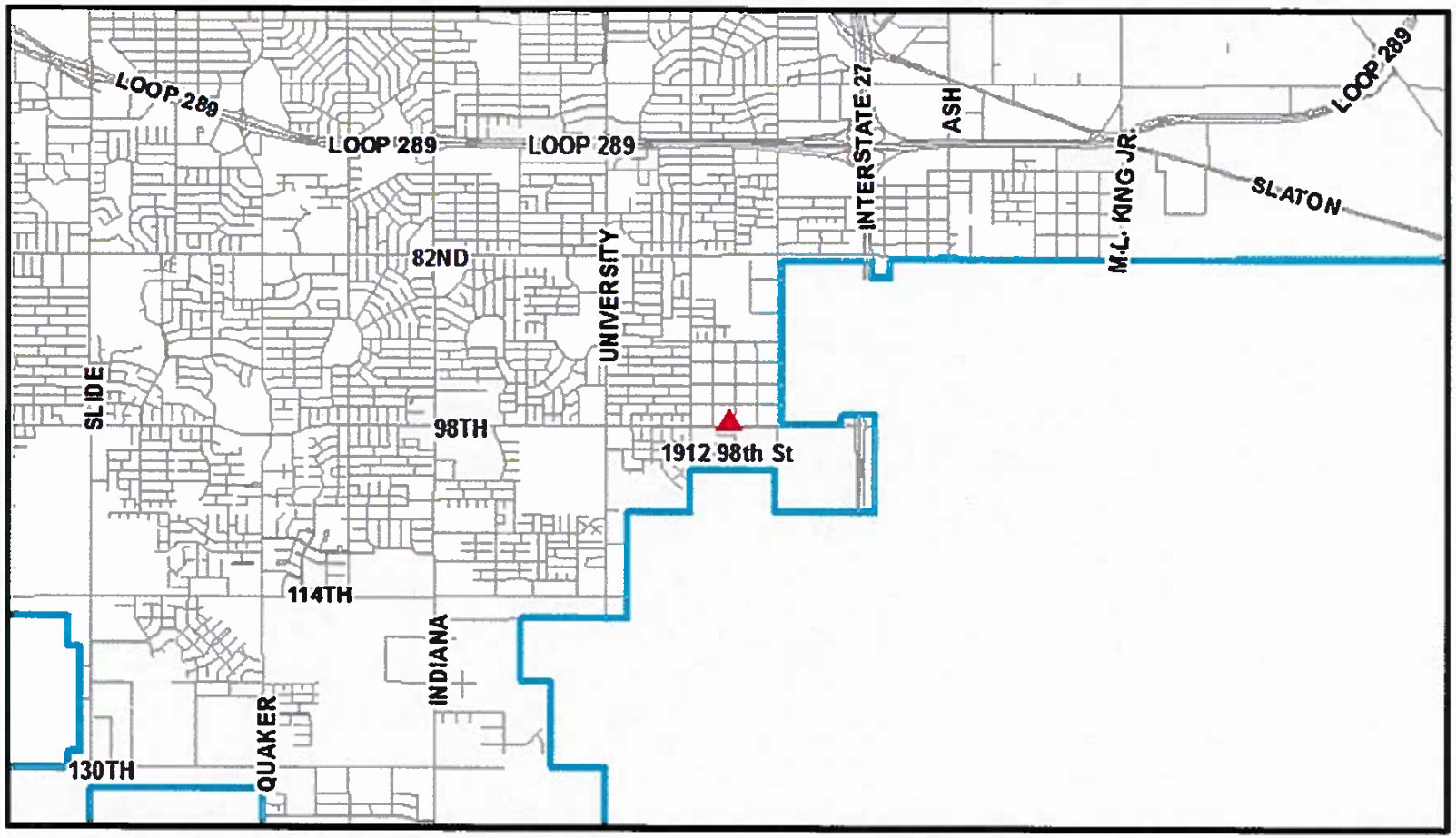
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

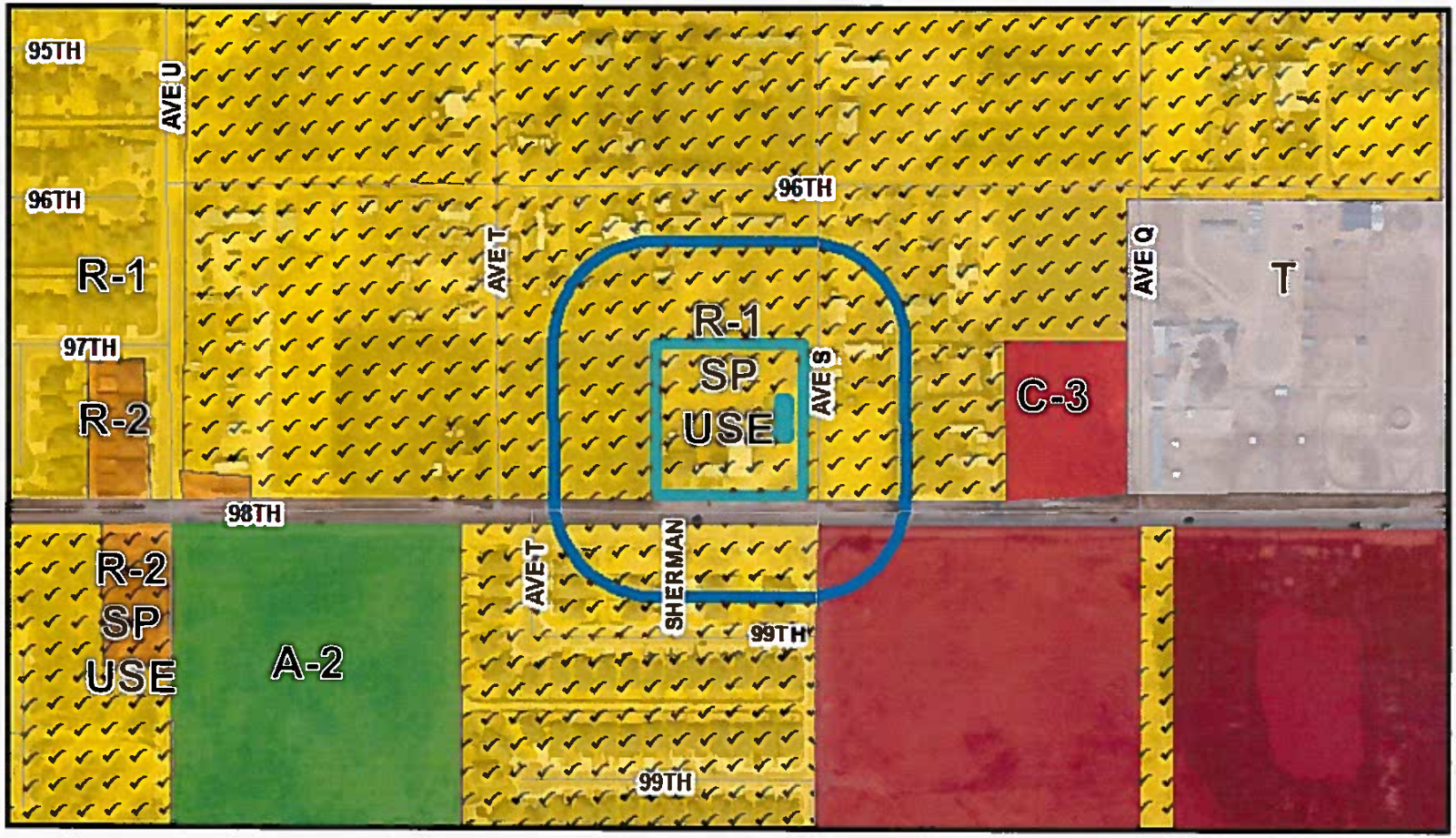
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

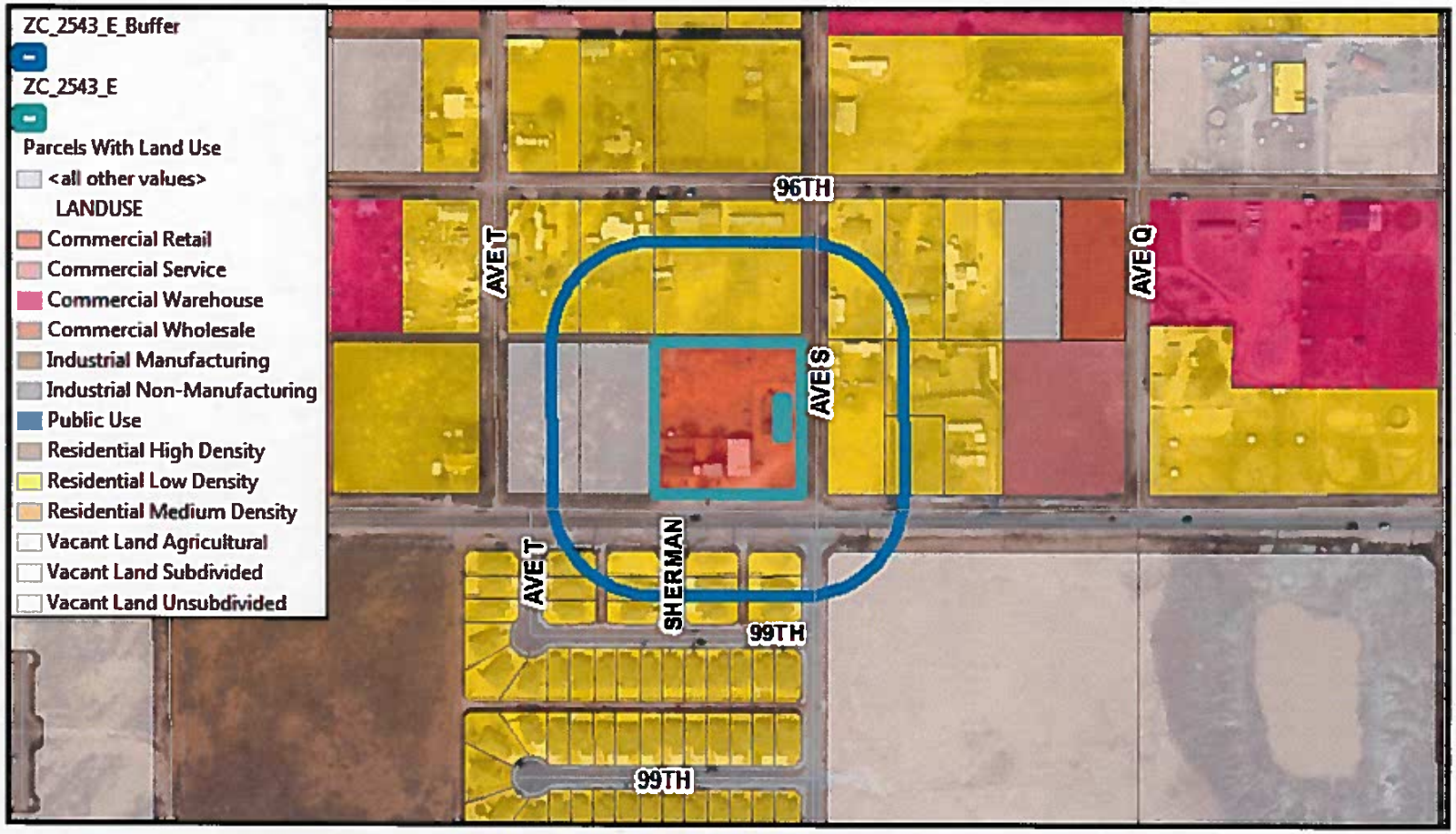
vw/CityAtt/Justin/Zones/ZC2543-E
May 7, 2015



P.Z.C. Case 2543-E



P.Z.C. Case 2543-E Zoning



P.Z.C. Case 2543-E

Request of Brent Birdwell for a zoning change from R-1 Specific Use to GO, 1912 98th Street

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Brent Birdwell + Tannah Birdwell
1912 98th
Street/Post Office Box
Lubbock TX 79423
City State Zip
(806) 241-3109
Telephone

For
Street/Post Office Box
City State Zip
( )
Telephone

Location or Address: 1912 98th Street

Legal Description:* Colonial Hts. L 32

Existing Land Use: Residential **Existing Zoning:** Residential

Acreage or Square Footage of Property: approximately 2.5 acres

Zoning Requested: GO

Proposed Development: offices

If property is not subdivided, will preliminary plat be submitted? Yes ____ No ✓

Tannah Birdwell
Applicant's Signature

Date

Filing Fee: 481.00
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

PIN: 13491 map 19

Zone Case No.: 2543-E **Agenda No.:** ____

Request for zoning change from: R1 sp use **To:** GO

on Lot(s): 32 **Block(s):** ____

Subdivision: Colonial heights **Address:** 1912 98th St

VS

Regular City Council Meeting **7. 5.**

Meeting Date: 05/28/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2911-A, a request of Hugo Reed and Associates, Inc., for Lubbock Crown Development, LLC, for a zoning change from T to R-1 Specific Use on 13.6 acres of unplatted land out of Block E-2, Section 16, west of Utica Avenue and north of 110th Street, and consider an ordinance.

Item Summary

General comments:
The request is to downzone a property from A-2 to R-1 Specific Use with reduced setbacks as is typical for newer residential subdivisions.

Adjacent land uses:
N: (R-1 Specific Use) for setbacks Southhaven Subdivision
S: (T) Playa lake west of the Falls
E: (R-1 Specific Use) for setbacks
W: A-2 Vacant land

Comprehensive Land Use Plan (CLUP):
The request consistent with the CLUP.

Zoning Policy:
The property is being down zoned from A-2 to R-1 for reduced setbacks. The reduced setbacks are typical for newer subdivisions. Residential is encouraged between major thoroughfares in each square mile.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
Staff recommends approval subject to the following conditions:
1. That the development be allowed:
20-foot front setbacks;
5-foot setbacks on cul-de-sac lots;
5-foot side setbacks on lots at the ends of the block;
0-foot (zero) rear setbacks for non rear-facing garages.

Recommendations:
On May 7, 2015, the P&Z Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending
Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 2911-A
Zone Case 2911-A

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2911-A;** A ZONING CHANGE FROM **A-2** TO **R-1 SPECIFIC USE** FOR **REDUCED SETBACKS,** ON **13.6 ACRES OF UNPLATTED LAND OUT OF BLOCK E-2, SECTION 16,** LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 2911-A

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2** to **R-1 Specific Use** for **reduced setbacks** on **13.6 acres of unplatted land out of Block E-2, Section 16,** City of Lubbock, Lubbock County, Texas, located at **west of Utica Avenue and north of 110th Street,** subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the lots inside the development shall be allowed:**
   20' front setbacks;
   5' setbacks on cul-de-sac lots;
   5' side setbacks on lots at the ends of the block; and
   0' (zero) rear setbacks for non rear-facing garages and accessory buildings.

SECTION 2. THAT the granting of this specific use zoning is hereby made subject to compliance with all provisions of Zoning Ordinance No. 7084, as amended, including particularly, but not limited to, Section 40.03.3102 of the Codified Zoning Ordinance, which provides that a Building Permit shall be applied for and secured within thirty (30) months of the effective date of the zone change or all undeveloped property shall automatically revert back to the previous zoning classification, which in this case is the **A-2** zone district; and if such reversion occurs, the Director of Planning is directed to remove from the Zoning Map the legend indicating such specific use. The Specific Use authorized by this Ordinance is permitted under provision of Section 40.03.3101-40.03.3103 of Codified Zoning Ordinance No. 7084 on the property described as **west of Utica Avenue and north of 110th Street**, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

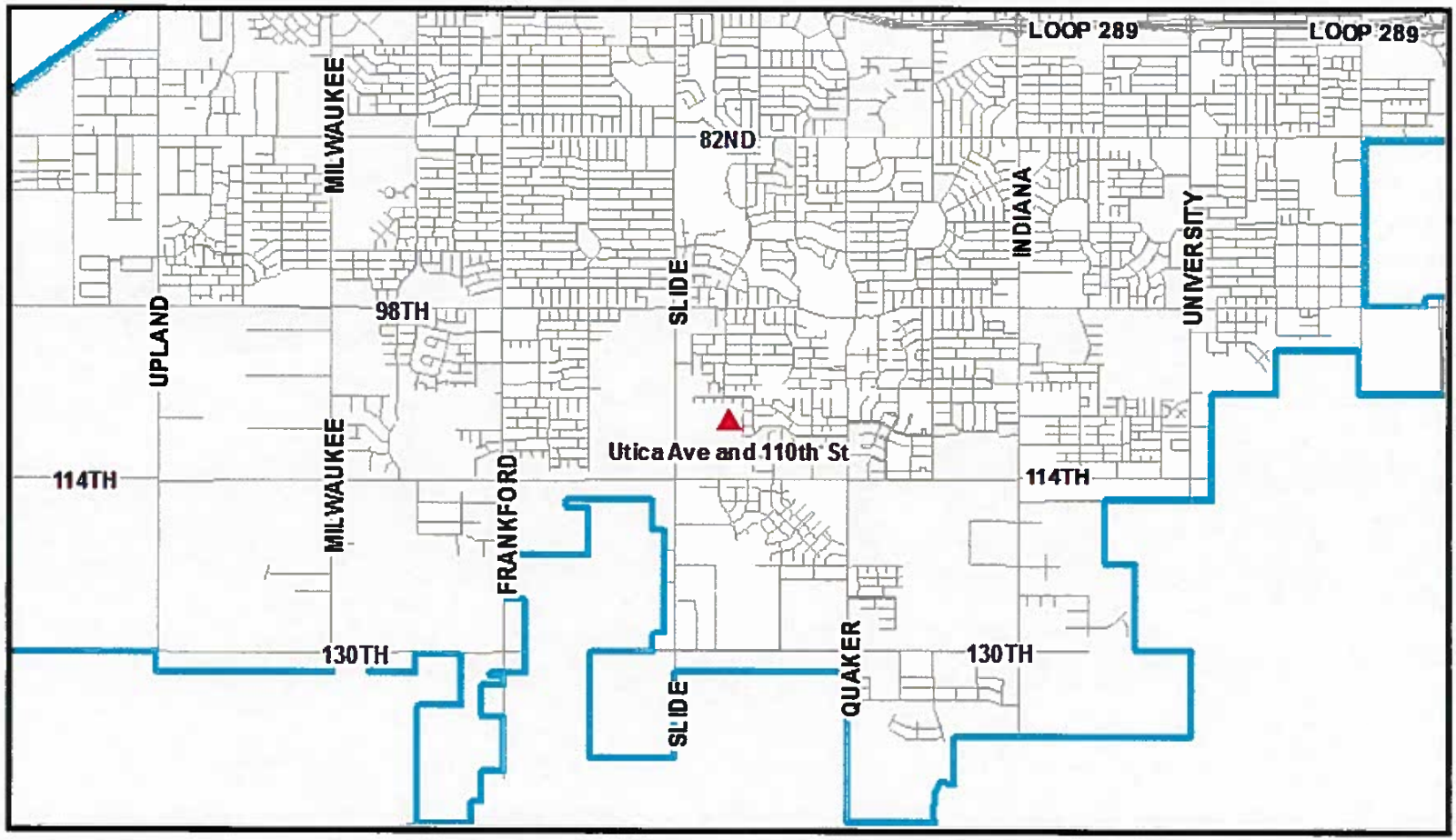
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

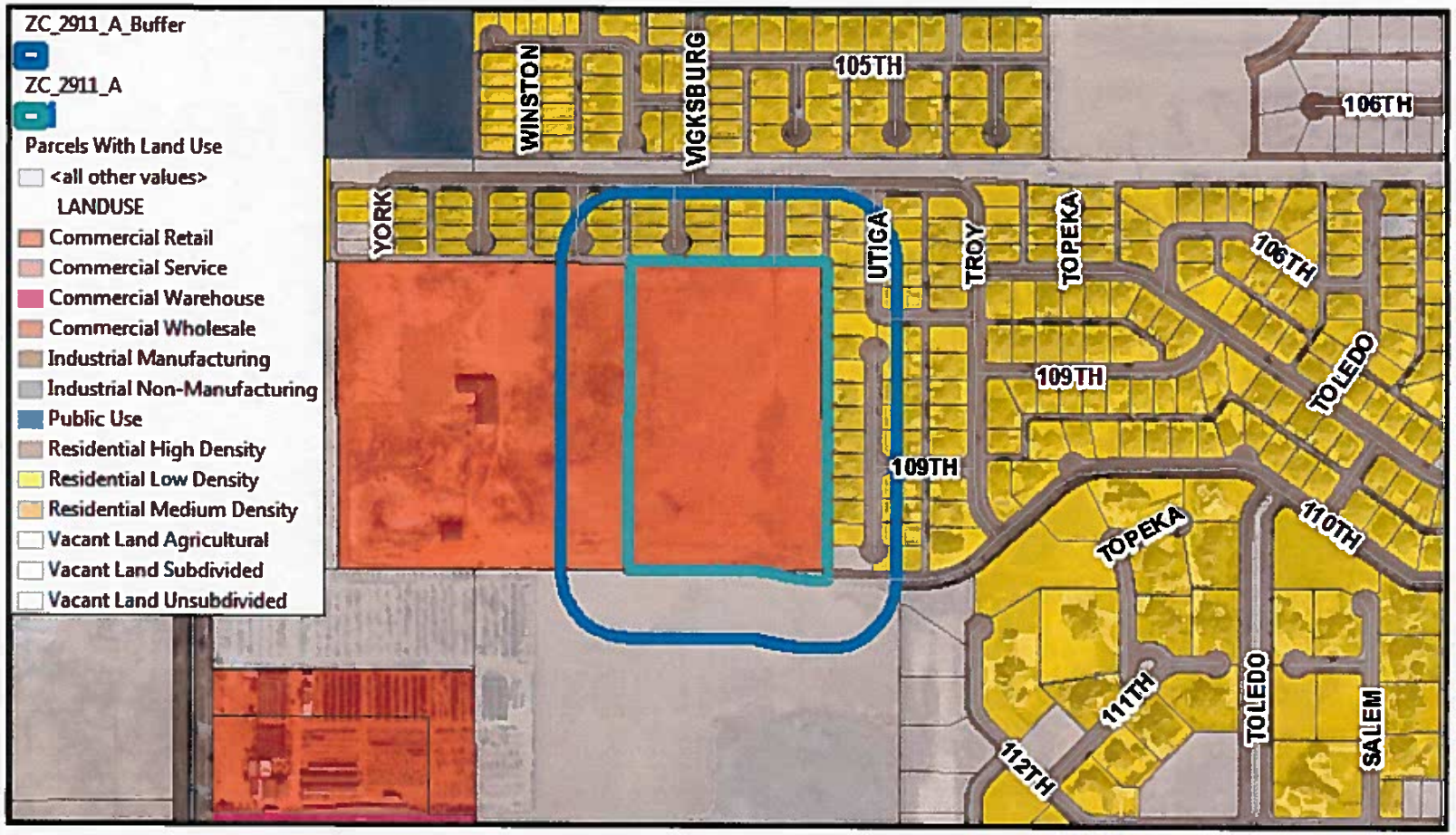
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC2911-A
May 7, 2015

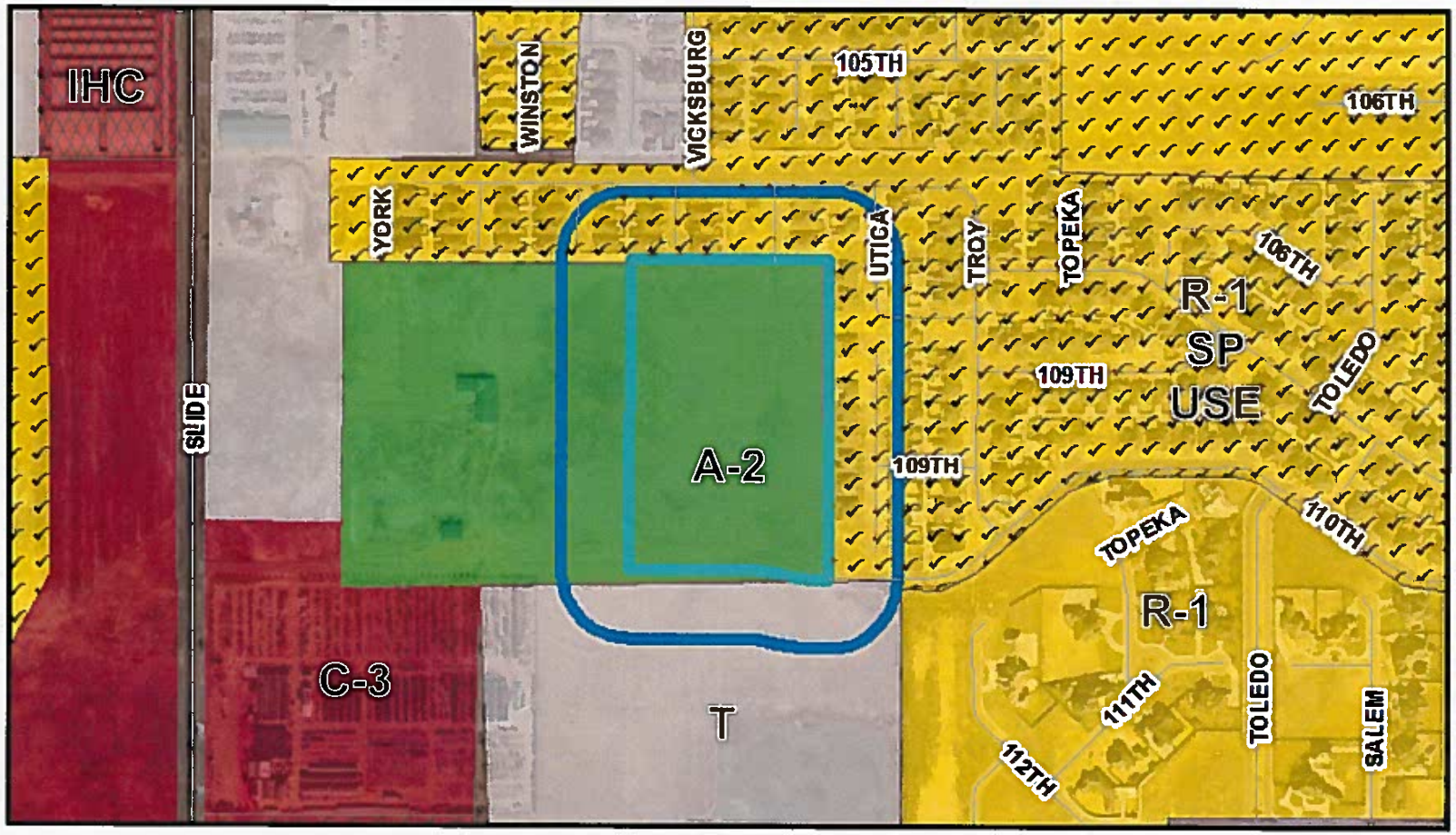


P.Z.C. Case 2911-A



P.Z.C. Case 2911-A

Request of Hugo Reed and Associates, Inc. (for Lubbock Crown Development, LLC) for a zoning change from T to R-1 Specific Use, west of Utica Avenue and north of 110th Street



P.Z.C. Case 2911-A Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print): Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For: Lubbock Crown Development, LLC
P O Box 64472
Street/Post Office Box
Lubbock, Texas 79464
City State Zip
806-548-0566
Telephone

Location or Address: 110th Street and Vicksburg Avenue

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant

Existing Zoning: T

Acreage or Square Footage of Property: 13.6 acres

Zoning Requested: R-1 Specific Use for 20' front setback, 5' setback on cul-de-sac lots, 5' side setbacks on lots at the ends of the blocks, zero rear setback for garages not facing the alley

Proposed Development: Southcrest Estates

If property is not subdivided, will preliminary plat be submitted? Yes X No

Terry Holeman
Applicant's Signature

April 13, 2015
Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: $514 (Wilson #1057)
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only M+B Map 41

Zone Case No.: 2911-A

Agenda No.:

Request for zoning change from: T

To: R-1 SP. USE

13.6 Acres of unplatted land out of Block E-2, Section 16

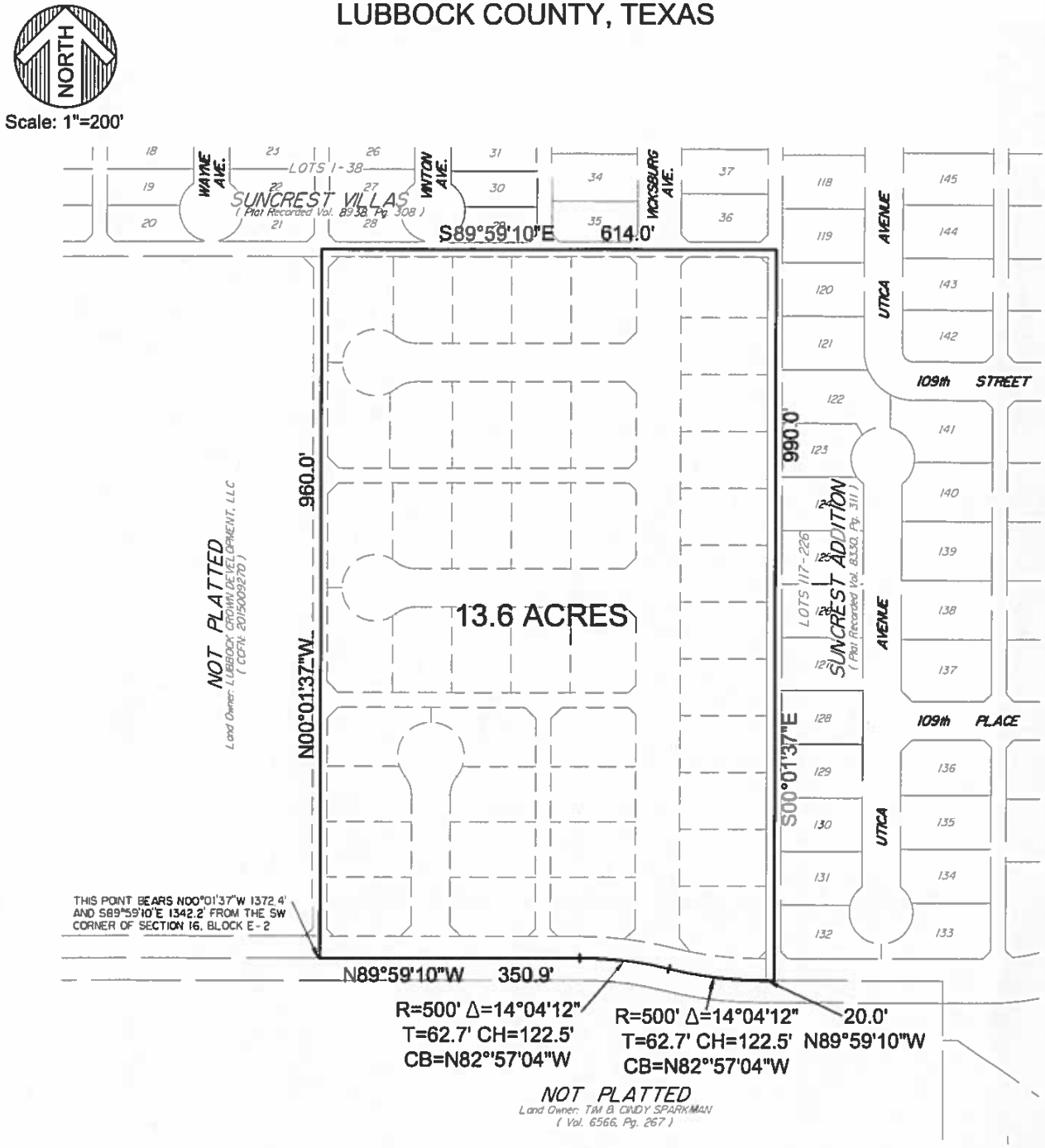
on Lot(s):

Block(s):

Subdivision:

Address: west of Utica Ave between ~~[illegible] St~~ 110th St

13.6 ACRES
SECTION 16, BLOCK E-2
LUBBOCK COUNTY, TEXAS



W.W.

HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-760
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

METES AND BOUNDS DESCRIPTION of an approximately 13.6 acre tract of land located in Section 16, Block E-2, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the centerline of 110th Street for the Southwest corner of this tract which bears N. 00°01'37" W. an approximate distance of 1372.4 feet and S. 89°59'10" E. an approximate distance of 1342.2 feet from the Southwest corner of Section 16, Block E-2, Lubbock County, Texas;

THENCE N. 00°01'37" W. an approximate distance of 960.0 feet to a point in the centerline of a 20 foot alley for the Northwest corner of this tract;

THENCE S. 89°59'10" E., along the centerline of said 20 foot alley, an approximate distance of 614.0 feet to a point in the centerline of a 20 foot alley for the Northeast corner of this tract;

THENCE S. 00°01'37" E., along the centerline of said 20 foot alley, an approximate distance of 990.0 feet to a point in the centerline of said 110th Street for the Southeast corner of this tract;

THENCE N. 89°59'10" W., along the centerline of said 110th Street, an approximate distance of 20.0 feet to a point of curvature;

THENCE Northwesterly, continuing along said centerline, along a curve to the right, said curve having a radius of approximately 500.0 feet, a central angle of 14°04'12", tangent lengths of approximately 62.7 feet, a chord distance of approximately 122.5 feet and a chord bearing of N. 82°57'04" W. to a point of reverse curvature;

THENCE Northwesterly, continuing along said centerline, along a curve to the left, said curve having a radius of approximately 500.0 feet, a central angle of 14°04'12", tangent lengths of approximately 62.7 feet, a chord distance of approximately 122.5 feet and a chord bearing of N. 82°57'04" W. to a point of tangency;

THENCE N. 89°59'10" W., continuing along said centerline, an approximate distance of 350.9 feet to the Point of Beginning.

April 13, 2015

PREPARED FOR ZONE CHANGE PURPOSES. DOES NOT REPRESENT A SURVEY.

NOT FOR RECORDING

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

5

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2911-A**

In Favor of ✓

Opposed ____

Reasons and/or Comments:

RECEIVED
MAY 04 REC'D
PLANNING DEPARTMENT

Print Name Brian Messer

Signature: [signature]

Address: 10922 Utica Ave

Address of Property Owned: 10922 Utica Ave

36 of 51

Zone Case Number: 2911-A 81204
MESSER BRIAN E &
AMY MULACEK
10922 UTICA AVE

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

5

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2911-A**

In Favor of X

Opposed ___

Reasons and/or Comments:

RECEIVED
MAY 06 REC'D
PLANNING DEPARTMENT

Print Name James L. Ripley

Signature: [signature]

Address: 10602 Vinton Ave

Address of Property Owned: 10602 Vinton Ave

43 of 51

Zone Case Number: 2911-A 84232
RIPLEY JAMES L & LINDA R
10602 VINTON AVE

LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 2911-A**

In Favor of X

Opposed ___

Reasons and/or Comments:

Print Name Life + Virginia Barnard

Signature: Virginia Barnard

Address: 10606 Vinton Dr.

Address of Property Owned: 95 Woodhaven Dr. - Odessa, Tx. 79762

4 of 51

Zone Case Number: **2911-A** 84234
BARNARD VIRGINIA A & LIFE
95 WOODHAVEN DR

ODESSA TX 79762

Regular City Council Meeting **7. 6.**

Meeting Date: 05/28/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3254, a request of Hugo Reed and Associates, Inc., for UMC Health System, for a zoning change from A-2 and C-3 to AM and IHC on 16.2 acres of unplatted land out of Block JS, Section 1, south of Auburn Street, east of North Brentwood Avenue, and north of 2nd Drive, and consider an ordinance.

Item Summary

General comments:
The request is for a zone change from A-2 to AM (Apartment Medical) and IHC (Interstate Highway Commercial).

Adjacent land uses:
North of the site is zoned A-2 specific use for an existing apartment complex. To the west is a combination of R-1 and A-2 zoning. South and east of this case is zoned IHC.

Comprehensive Land Use Plan (CLUP):
The A-2 to AM portion of the request is consistent with the CLUP as the change would be considered a lateral change from one buffer district to another.

The addition of the IHC is a minor change to the CLUP.

Zoning Policy:
The change from A-2 to AM is supported through the current zoning policies. The additional land to be zoned IHC moves the commercial zoning up to the Buckners Children's Home. The children's home is in a buffer district and would continue to be the buffer between the commercial area and the single family a quarter mile to the west.

Effect on the adjacent street and thoroughfare system:
Development of the property under the current zoning designation or the proposed will add traffic to the area. However, the approval of this case will have no additional impact on the thoroughfare system.

Recommendations:
On May 7, 2015, the P&Z Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3254;** A ZONING CHANGE FROM **A-2 AND C-3** TO **AM AND IIIC** ZONING DISTRICT ON **16.2 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 1,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 3254

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2 and C-3** to **AM and IIIC** zoning

district on **16.2 acres of unplatted land out of Block JS, Section 1**, City of Lubbock, Lubbock County, Texas, located at **south of Auburn Street, east of North Brentwood Avenue, and north of 2nd Drive**, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

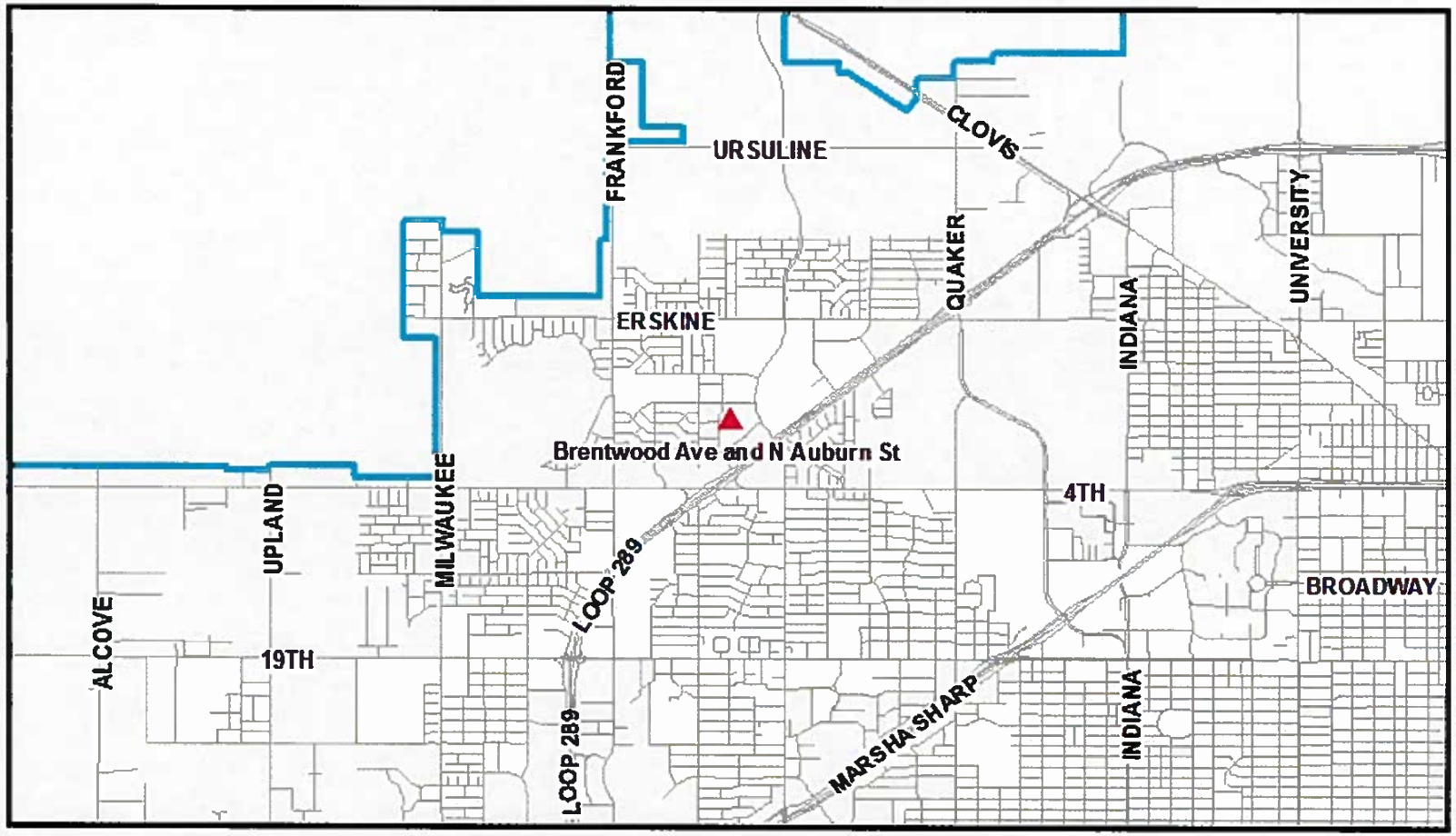
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

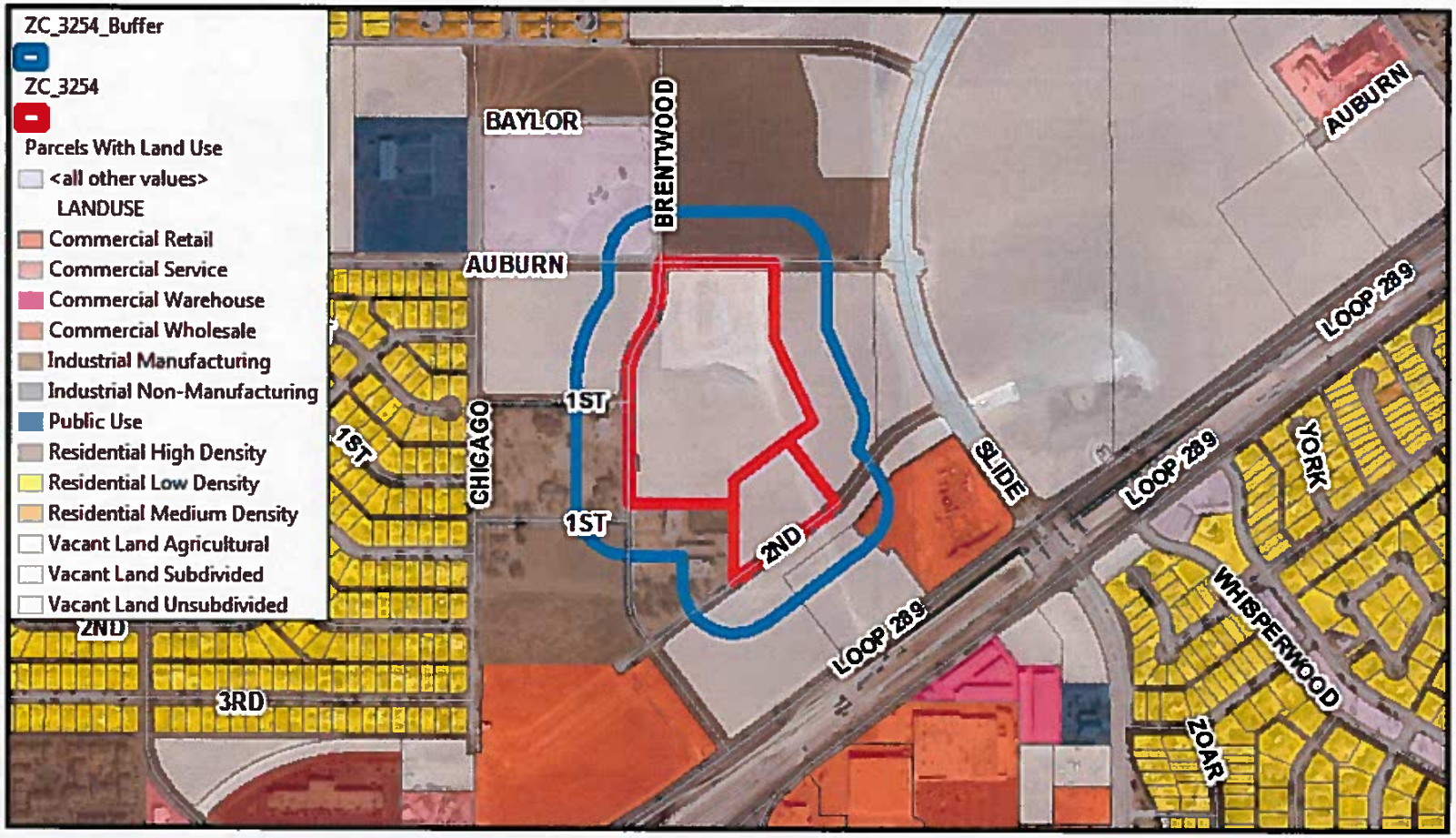
APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3254
May 7, 2015

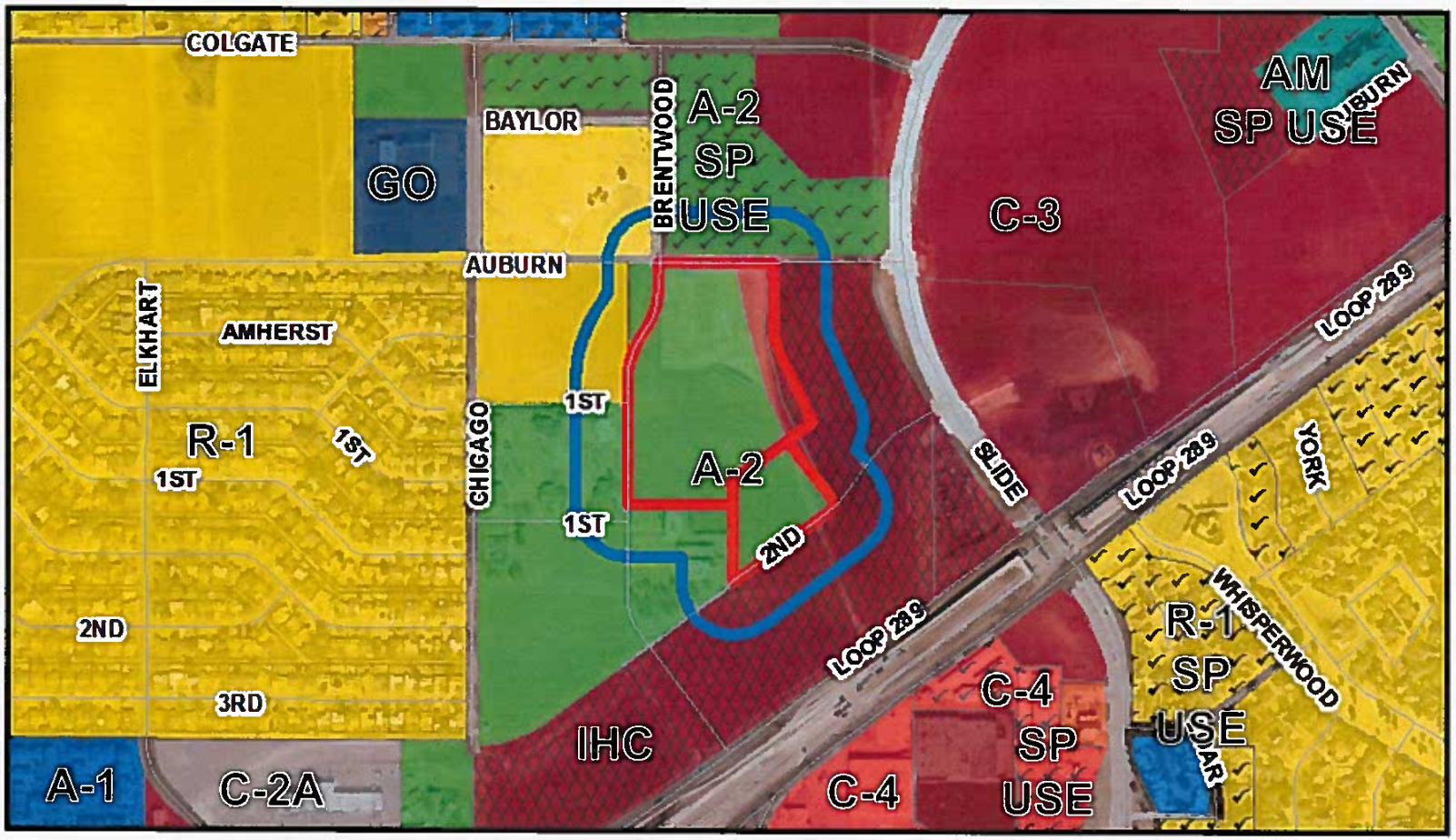


P.Z.C. Case 3254



P.Z.C. Case 3254

Request of Hugo Reed and Associates, Inc. (for UMC Health System) for a zoning change from A-2 and C-3 to AM and IHC, south of Auburn Street, east of North Brentwood Avenue, and north of 2nd Drive



P.Z.C. Case 3254 Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print)
Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For
UMC Health System
602 Indiana Avenue
Street/Post Office Box
Lubbock, Texas 79415
City State Zip
806-761-0532
Telephone

Location or Address: Auburn Street and North Brentwood Avenue

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant **Existing Zoning:** A-2

Acreage or Square Footage of Property: 16.2 acres

Zoning Requested: AM and IHC

Proposed Development: Medical administrative offices

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

April 14, 2015
Date

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

Filing Fee: $523
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

M+B May 24

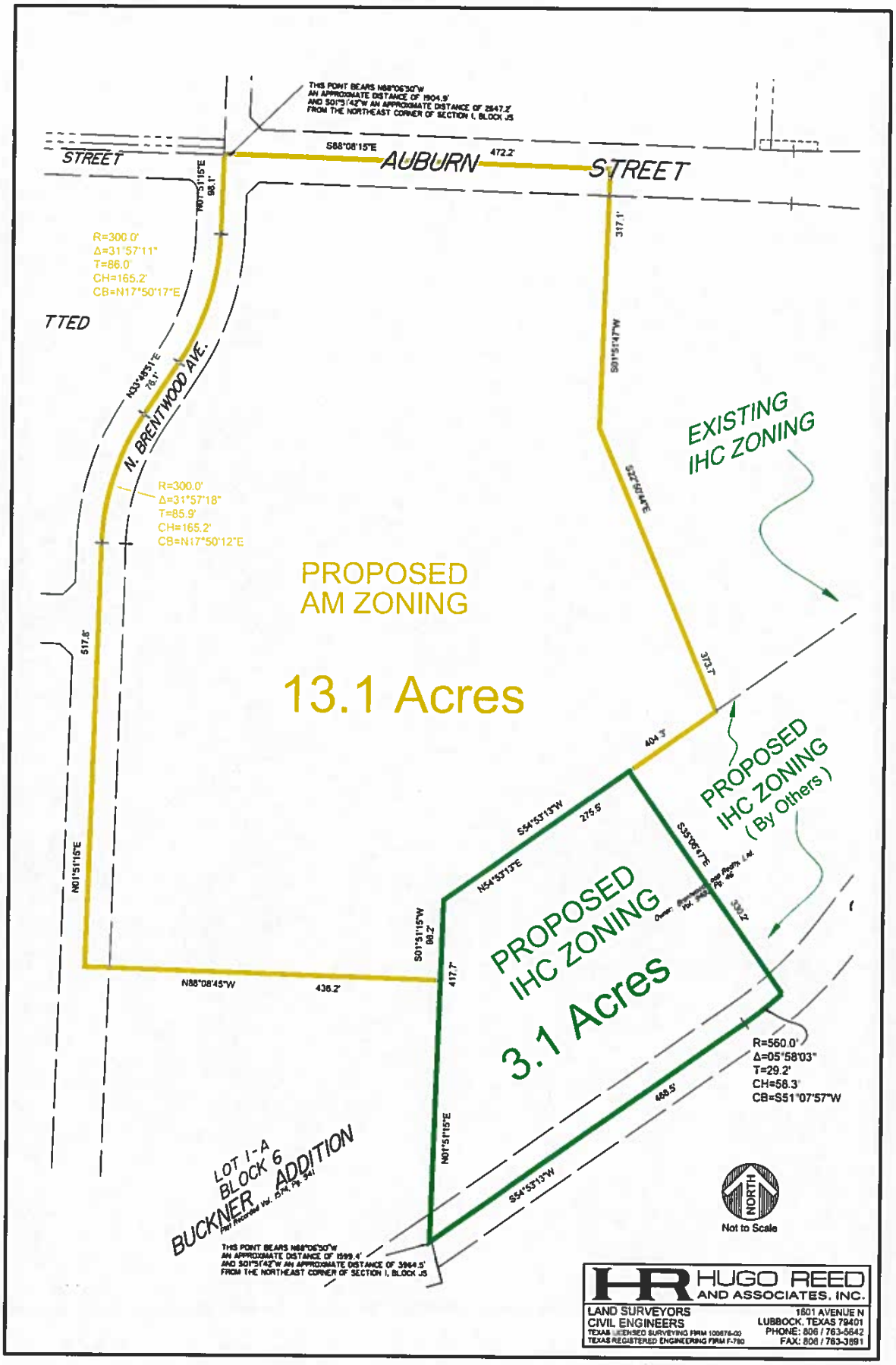
Zone Case No.: 585-H **Agenda No.:** _____

Request for zoning change from: A-2, C-3 **To:** AM, IHC

16.2 Acres of unplatted Land out of Block JS Section 1

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** 202 W Loop 289


THIS POINT BEARS N88°06'30"W
AN APPROXIMATE DISTANCE OF 1904.9'
AND S01°51'42"W AN APPROXIMATE DISTANCE OF 2547.2'
FROM THE NORTHEAST CORNER OF SECTION 1, BLOCK JS
STREET
S88°08'15"E
AUBURN
472.2'
STREET
N01°51'15"E
88.1'
317.1'
R=300.0'
Δ=31°57'11"
T=86.0'
CH=165.2'
CB=N17°50'17"E
TTED
N33°48'51"E
76.1'
N. BRENTWOOD AVE.
S01°51'42"W
S22°08'42"E
EXISTING
IHC ZONING
R=300.0'
Δ=31°57'18"
T=85.9'
CH=165.2'
CB=N17°50'12"E
PROPOSED
AM ZONING
13.1 Acres
517.8'
N01°51'15"E
373.7'
404.3'
PROPOSED
IHC ZONING
(By Others)
S54°53'13"W
275.5'
N54°53'13"E
S35°06'47"E
Deed Records, Lub. Co., Tex.
Vol. 3442, Pg. 46
330.2'
S01°51'15"W
88.2'
PROPOSED
IHC ZONING
3.1 Acres
N88°08'45"W
436.2'
417.7'
R=560.0'
Δ=05°58'03"
T=29.2'
CH=58.3'
CB=S51°07'57"W
468.5'
N01°51'15"E
S54°53'13"W
LOT 1-A
BLOCK 6
BUCKNER ADDITION
Plat Records Vol. 8174, Pg. 341
NORTH
Not to Scale
THIS POINT BEARS N88°06'30"W
AN APPROXIMATE DISTANCE OF 1599.4'
AND S01°51'42"W AN APPROXIMATE DISTANCE OF 3964.5'
FROM THE NORTHEAST CORNER OF SECTION 1, BLOCK JS
HUGO REED
AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
TEXAS LICENSED SURVEYING FIRM 100676-00
TEXAS REGISTERED ENGINEERING FIRM F-780
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3691
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

METES AND BOUNDS DESCRIPTION of an approximate 3.1 acre tract of land located in Section 1, Block JS, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the centerline of 2nd Drive for the Southwest corner of this tract which bears N. 88°06'50" W. an approximate distance of 1599.4 feet and S. 01°51'42" W. an approximate distance of 3964.5 feet from the Northeast corner of Section 1, Block JS, Lubbock County, Texas;

THENCE N. 01°51'15" E. an approximate distance of 417.7 feet to a point for the Northwest corner of this tract;

THENCE N. 54°53'13" E. an approximate distance of 275.5 feet to a point for the Northeast corner of this tract;

THENCE S.35°06'47" E. an approximate distance of 330.2 feet to a point in the centerline of said 2nd Drive for a point of intersection for the Southeast corner of this tract;

THENCE Southwesterly, along the centerline of said 2nd Drive, along a curve to the right, said curve having an approximate radius of 560.0 feet, a central angle of 05°58'03", approximate tangent lengths of 29.2 feet, an approximate chord distance of 58.3 feet and a chord bearing of S. 51°07'57" W., to a point of tangency;

THENCE S. 54°53'13" W. an approximate distance of 468.5 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE DESCRIPTION PURPOSES ONLY

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

METES AND BOUNDS DESCRIPTION of an approximate 13.1 acre tract of land located in Section 1, Block JS, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the centerline of Auburn Street for the Northwest corner of this tract which bears N. 88°06'50" W. an approximate distance of 1904.9 feet and S. 01°51'42" W. an approximate distance of 2647.2 feet from the Northeast corner of Section 1, Block JS, Lubbock County, Texas;

THENCE S. 88°08'15" E., along said centerline, an approximate distance of 472.2 feet to a point for the Northwest corner of that tract previously zoned as IHC and Northeast corner of this tract;

THENCE S. 01°51'47" W., continuing along that tract previously zoned as IHC, for an approximate distance of 317.1 feet to a point;

THENCE S. 22°50'44" E., continuing along that tract previously zoned as IHC, for an approximate distance of 373.7 feet to a point for the Southeast corner of this tract;

THENCE S. 54°53'13" W. an approximate distance of 404.3 feet to a point;

THENCE S. 01°51'15" W. an approximate distance of 98.2 feet to a point for the Northeast corner of Lot 1-A, Block 6, Buckner Addition, and a corner of this tract;

THENCE N. 88°08'45" W., along the Northern boundary of said Lot 1-A, Block 6, at an approximate distance of 406.2 pass the Northwest corner of said Lot 1-A, Block 6, continuing for a total approximate distance of 436.2 feet to a point in the centerline of Brentwood Avenue for the Southwest corner of this tract;

THENCE N. 01°51'15" E. along the centerline of Brentwood Avenue, an approximate distance of 517.8 feet to a point of curvature;

THENCE Northeasterly, along the centerline of North Brentwood Avenue, along a curve to the right, said curve having an approximate radius of 300.0 feet, a central angle of 31°57'18", approximate tangent lengths of 85.9 feet, an approximate chord distance of 165.2 feet, and a chord bearing of N. 17°50'12" E. to a point of tangency;

THENCE N. 33°48'51" E., continuing along the centerline of North Brentwood Avenue, an approximate distance of 76.1 feet to a point of curvature;

THENCE Northeasterly, continuing along the centerline of North Brentwood Avenue, along a curve to the left, said curve having an approximate radius of 300.0 feet, a central angle of 31°57'11", approximate tangent lengths of 86.0 feet, an approximate chord distance of 165.2 feet and a chord bearing of N. 17°50'17" E. to a point of tangency;

THENCE N. 01°51'15" E., continuing along the centerline of North Brentwood Avenue, an approximate distance of 98.1 feet to the Point of Beginning;

PREPARED FOR ZONE CHANGE DESCRIPTION PURPOSES ONLY

Regular City Council Meeting **7. 7.**

Meeting Date: 05/28/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 2573-O, a request of Hugo Reed and Associates, Inc., for UMC Health System, for a zoning change from A-2 to AM and C-3 on 19.5 acres of unplatted land out of Block JS, Section 1, west of North Slide Road and north of Colgate Street, and consider an ordinance.

Item Summary

General comments:
The request is for a zone change from A-2 to AM (Apartment Medical) and C-3.

Adjacent land uses:
North of the site is zoned A-2. To the west is zoned A-1 for duplexes. South and east of this case are zoned A-2 Specific Use and C-3.

Comprehensive Land Use Plan (CLUP):
The A-2 to AM portion of the request is consistent with the CLUP as the change would be considered a lateral change from one buffer district to another.

The addition of the C-3 is a minor change to the CLUP.

Zoning Policy:
The change from A-2 to AM is supported through the current zoning policies. The additional land to be zoned C-3 moves the commercial area closer to the A-1, but there is an adequate buffer district.

Effect on the adjacent street and thoroughfare system:
Development of the property under the current zoning designation or the proposed will add traffic to the area. However, the approval of this case will have no additional impact on the thoroughfare system.

Recommendations:
On May 7, 2015 the P&Z Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 2573-O

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 2573-O;** A ZONING CHANGE FROM **A-2** TO **AM AND C-3** ZONING DISTRICT ON **19.5 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 1,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 2573-O

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **A-2** to **AM and C-3** zoning district on

19.5 acres of unplatted land out of Block JS, Section 1, City of Lubbock, Lubbock County, Texas, located at **west of North Slide Road and north of Colgate Street,** and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

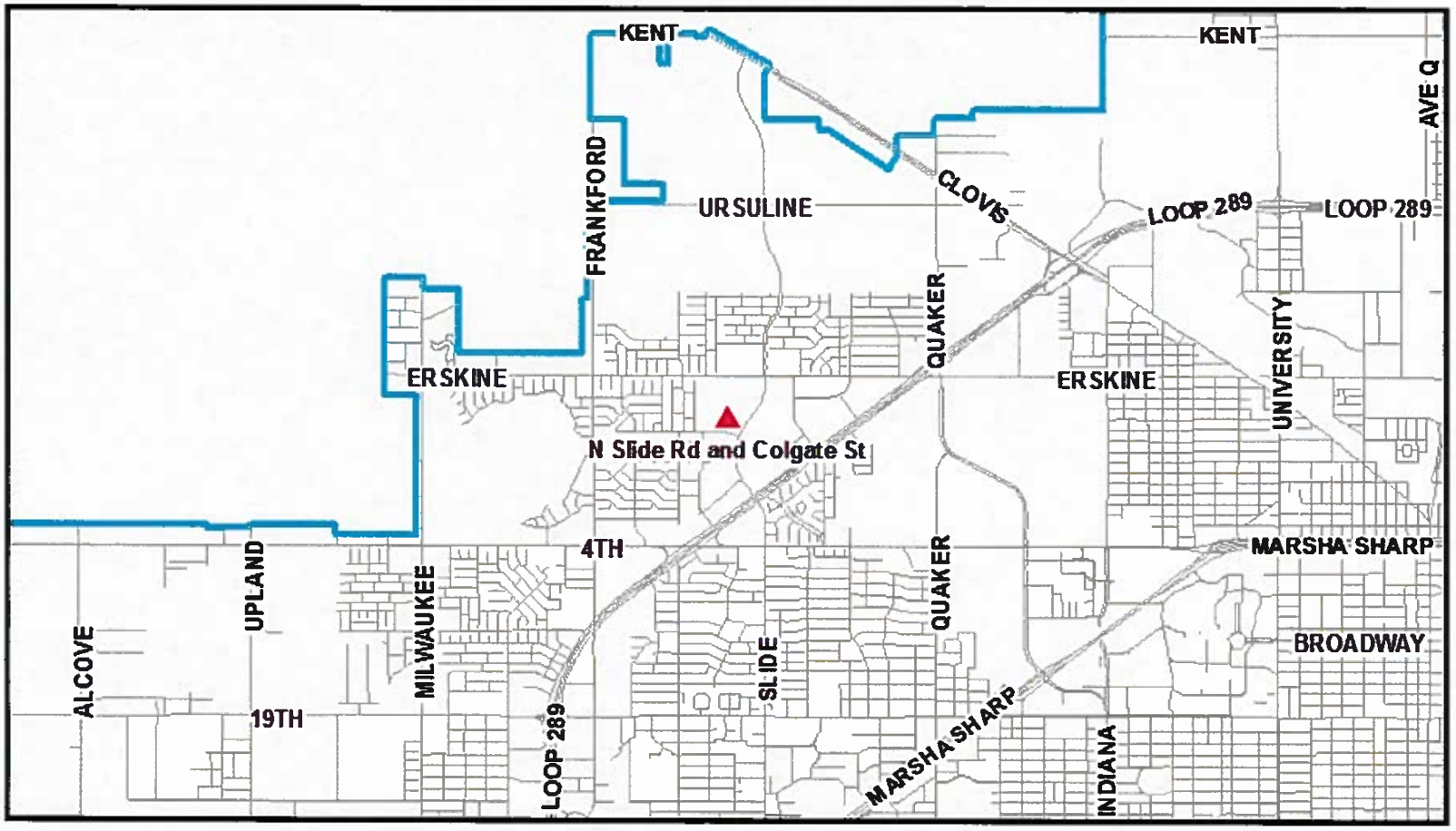
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

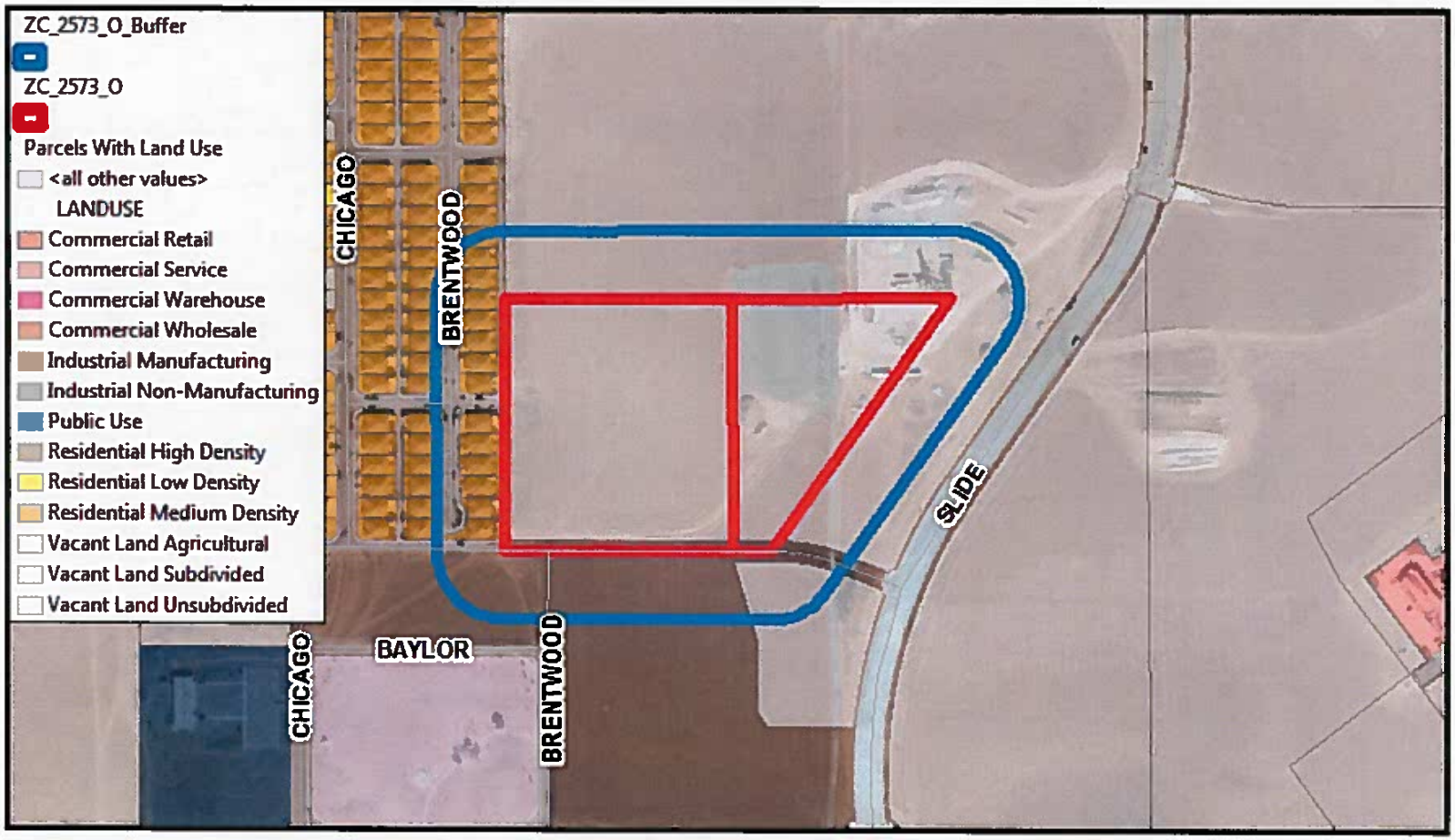
APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC2573-O
May 7, 2015

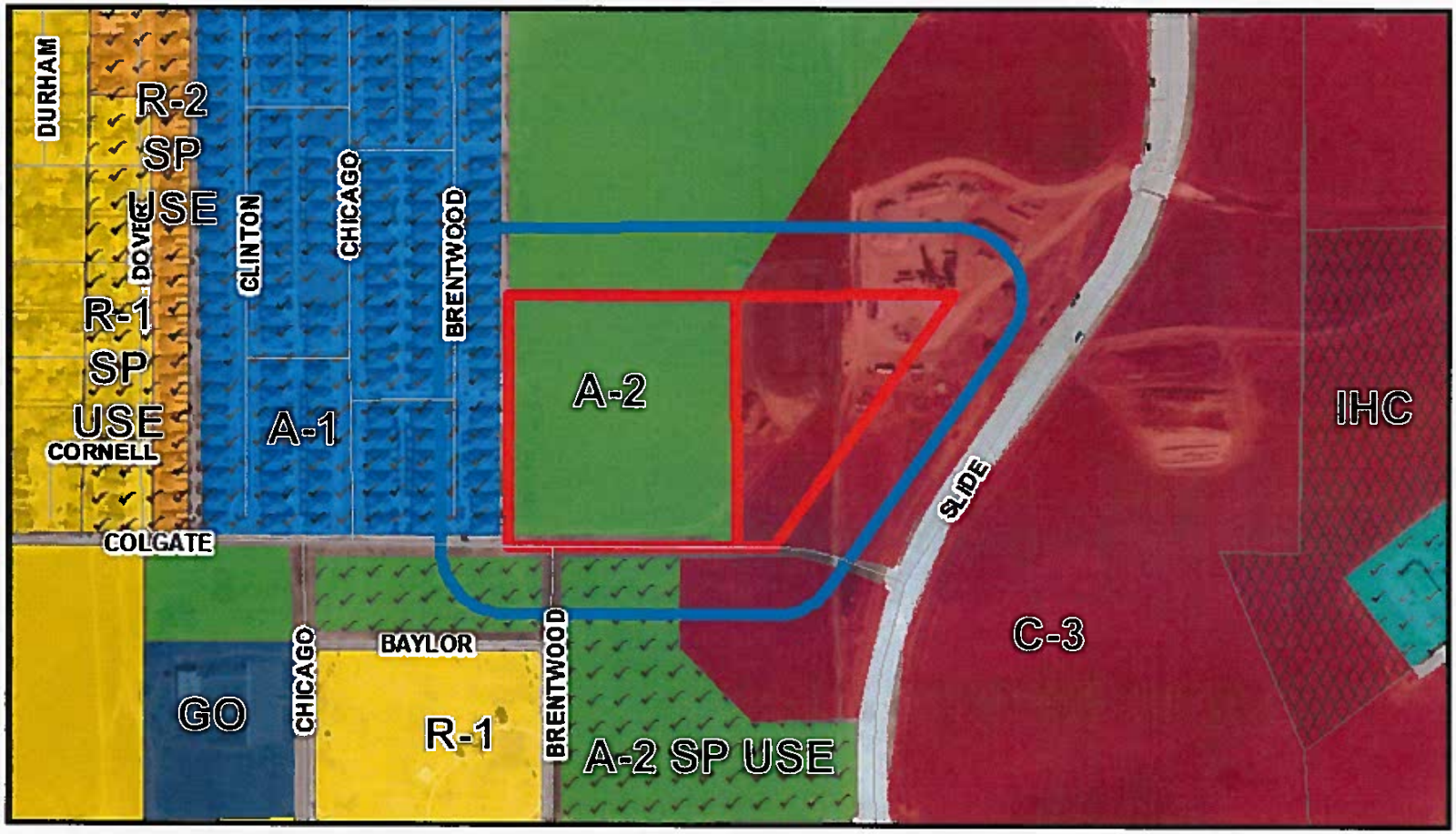


P.Z.C. Case 2573-O



P.Z.C. Case 2573-O

Request of Hugo Reed and Associates, Inc. (for UMC Health System) for a zoning change from A-2 to AM and C-3, west of North Slide Road and north of Colgate Street



P.Z.C. Case 2573-O Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print)
Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For
UMC Health System
602 Indiana Avenue
Street/Post Office Box
Lubbock, Texas 79415
City State Zip
806-761-0532
Telephone

Location or Address: Colgate Street east of North Slide Road

Legal Description:* See metes and bounds description attached

Existing Land Use: Vacant **Existing Zoning:** A-2

Acreage or Square Footage of Property: 19.5 acres

Zoning Requested: AM and C-3

Proposed Development: Medical administrative offices

If property is not subdivided, will preliminary plat be submitted? Yes _____ No X

Terry Holeman
Applicant's Signature

April 14, 2015
Date

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

Filing Fee: $532
($475.00 for the first acre; $3.00 for each additional acre; $165 for non-profit)

For City Use Only

Zone Case No.: 2573-D **Agenda No.:** _____

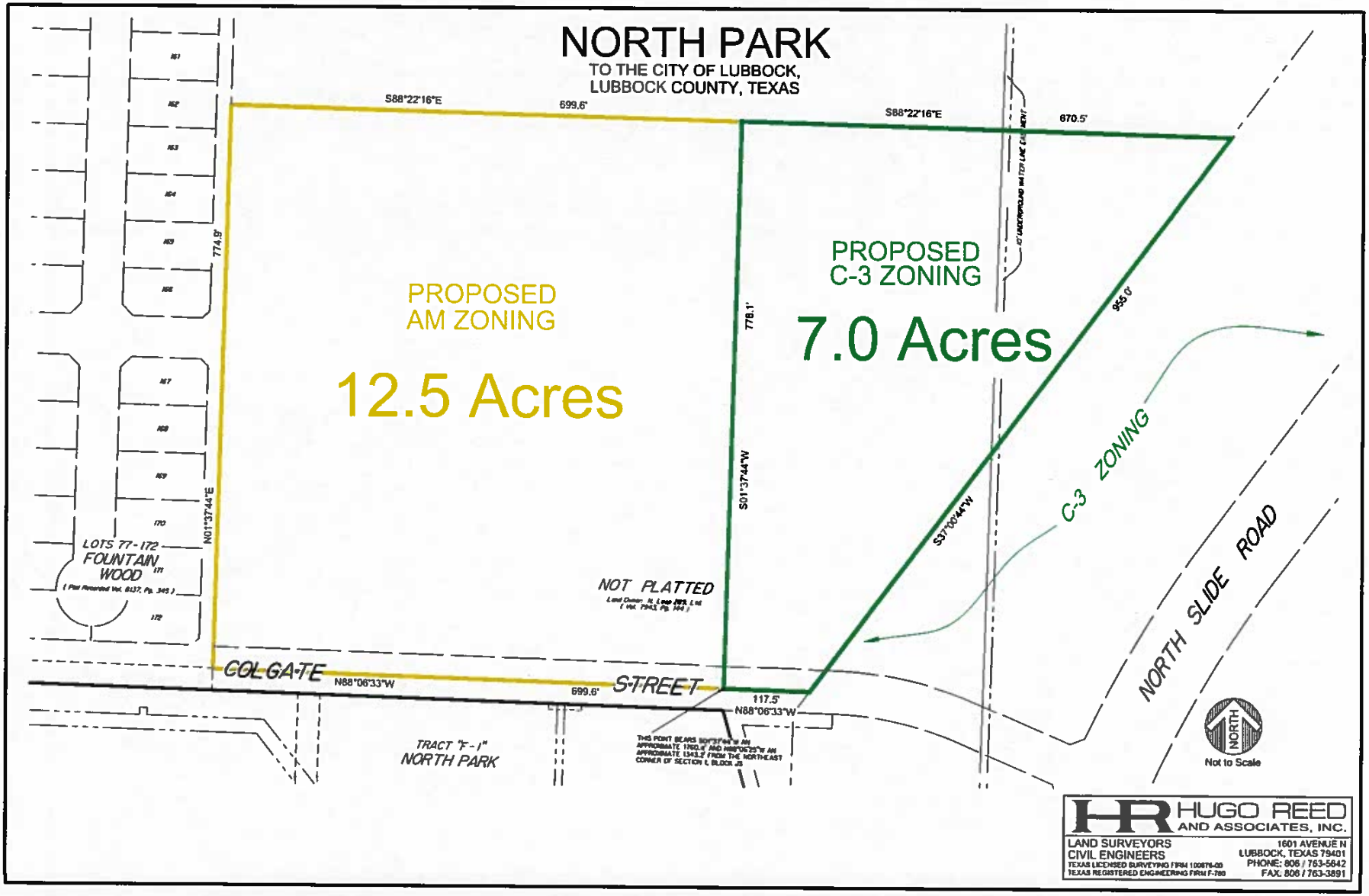
Request for zoning change from: A-2 **To:** AM, C-3

on 19.5 acres of unplatted land out of Block 35, Section 1

on Lot(s): _____ **Block(s):** _____

Subdivision: _____ **Address:** 5201 Erskine St.

west of N Slide Rd North of Colgate St


NORTH PARK
TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
S88°22'16"E
699.6'
S88°22'16"E
670.5'
774.9'
PROPOSED
AM ZONING
12.5 Acres
778.1'
PROPOSED
C-3 ZONING
7.0 Acres
955.0'
S01°37'44"W
S37°00'44"W
C-3 ZONING
N01°37'44"E
LOTS 77-172
FOUNTAIN
WOOD
NOT PLATTED
NORTH SLIDE ROAD
COLGATE
N88°06'33"W
699.6'
STREET
117.5'
N88°06'33"W
TRACT "F-1"
NORTH PARK
NORTH
Not to Scale
HUGO REED
AND ASSOCIATES, INC.
LAND SURVEYORS
CIVIL ENGINEERS
1601 AVENUE N
LUBBOCK, TEXAS 79401
PHONE: 806 / 763-5642
FAX: 806 / 763-3891

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/783-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

METES AND BOUNDS DESCRIPTION of an approximate 7.0 acre tract of land located in Section 1, Block JS, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the centerline of Colgate Street, for the Southwest corner of this tract, which bears S. 01°37'44" W. an approximate distance of 1760.4 feet and N. 88°06'25" W. an approximate distance of 1343.2 feet from the Northeast corner of Section 1, Block JS, Lubbock County, Texas;

THENCE N. 01°37'44" E. an approximate distance of 778.1 feet to a point for the Northwest corner of this tract;

THENCE S. 88°22'16" E. an approximate distance of 670.5 feet to a point in the Northern boundary of a tract previously zoned as C-3, for the Northeast corner of this tract;

THENCE S. 37°00'44" W., along said previously zoned tract, an approximate distance of 955.0 feet to a point in the centerline of Colgate Street, for the Southeast corner of this tract;

THENCE N. 88°06'33" W, along said centerline, an approximate distance of 117.5 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE DESCRIPTION PURPOSES ONLY

NOTICE: This electronic file is provided for convenience purposes and is a verbatim copy of a certified description retained on file at Hugo Reed and Associates, Inc. In any case of discrepancy, the certified description governs.

LAND SURVEYORS
CIVIL ENGINEERS

HUGO REED AND ASSOCIATES, INC.
1601 AVENUE N / LUBBOCK, TEXAS 79401 / 806/763-5642 / FAX 806/763-3891
TEXAS REGISTERED ENGINEERING FIRM F-760
TEXAS LICENSED SURVEYING FIRM 100676-00

METES AND BOUNDS DESCRIPTION of an approximate 12.5 acre tract of land located in Section 1, Block JS, Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the centerline of Colgate Street, for the Southeast corner of this tract, which bears S. 01°37'44" W. an approximate distance of 1760.4 feet and N. 88°06'25" W. an approximate distance of 1343.2 feet from the Northeast corner of Section 1, Block JS, Lubbock County, Texas;

THENCE N. 88°06'33" W., along said centerline, an approximate distance of 699.6 feet to the Southeast corner of the plat limits of Lots 77-172, Fountain Wood, for the Southwest corner of this tract;

THENCE N. 01°37'44" E., along the Eastern boundary of said plat limits, an approximate distance of 774.9 feet to a point for the Northwest corner of this tract;

THENCE S. 88°22'16" E. an approximate distance of 699.6 feet to a point for the Northeast corner of this tract;

THENCE S. 01°37'44" W. an approximate distance of 778.1 feet to the Point of Beginning.

PREPARED FOR ZONE CHANGE DESCRIPTION PURPOSES ONLY

Regular City Council Meeting **7. 8.**

Meeting Date: 05/28/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3256, a request of AMD Engineering, LLC, for MRXNO, for a zoning change from R-1 to C-3 on 20.9 acres of unplatted land out of Block AK, Section 34, 7010 34th Street, and consider an ordinance.

Item Summary

General comments:
The request is to downzone a property from R-1 to C-3 commercial zoning.

Adjacent land uses:
N: (A-2) Apartments
S: (R-1) Residential and 34th Street
E: (IHC/C-3) Costco
W: (R-1) Playa lake

Comprehensive Land Use Plan (CLUP):
The request is a minor change to the CLUP.

Zoning Policy:
This is not a typical zone case for an area directly adjacent to residential. Commercial should not extend beyond 660-feet from the intersection of 2 major thoroughfares or expressways. This area should be intended to be A-2 apartment zoning, but with the recent zone change to apartments to the north of this parcel and the increased amount of commercial zoning along the west loop, this area is in a state of limbo. Because of the significant amount of unbuildable land between the proposed commercial and the existing residential, staff feels that proposed commercial would not be detrimental to the existing residential and would be a step down from the adjacent IHC zoning and an extension of the C-3 zoning on the corner (Costco).

The 400-feet to 1000-feet of separation to the residential area should suffice for a proper buffer between the residential and commercial. Because of this additional separation, staff is recommending that the requirement for a solid screening fence be waived and windows be allowed above the 10-foot height facing the residential. Additionally, this large of a screening fence adjacent to vacant land could prove to be more of a detriment to the adjacent properties than a benefit; a place for trash to collect and people to hide.

Effect on the adjacent street and thoroughfare system:
None.

Recommendations:
On May 7, 2015, the P&Z Commission recommended the request with a unanimous vote, with the following conditions:
1. Screening fence requirement be waived.

2. Construction must match adjacent materials and construction.
3. Windows above a 10’ height level are permitted facing the residential zoned property to the west.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 3256

Zone Case 3256

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3256;** A ZONING CHANGE FROM **R-1** TO **C-3** ZONING DISTRICT ON **20.9 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 34,** LUBBOCK, TEXAS; PROVIDING A PENALTY; SUBJECT TO CONDITIONS; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, the 1986 Comprehensive Land Use Plan as amended is a guide to help the Lubbock Planning and Zoning Commission and City Council determine the physical development of the community; however, planning is a continuous process and change is inevitable; and

WHEREAS, the Lubbock Planning and Zoning Commission and City Council recognize that the zone change is a minor deviation from the 1986 Comprehensive Land Use Plan as amended, which protects public and private commitments that have been previously based on the Plan; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully compiled with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinances and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 3256

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1** to **C-3** zoning district on **20.9 acres**

of unplatted land out of Block AK, Section 34, City of Lubbock, Lubbock County, Texas located at **7010 34th Street,** subject to conditions, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the screening fence requirement shall be waived.**

2. **THAT construction must match adjacent materials and construction.**

3. **THAT windows above a 10' height level are permitted facing the residential zoned property to the west.**

SECTION 2. THAT violation of any provisions of this Ordinance shall be deemed a misdemeanor punishable by a fine not to exceed Two Thousand and No/100 Dollars ($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

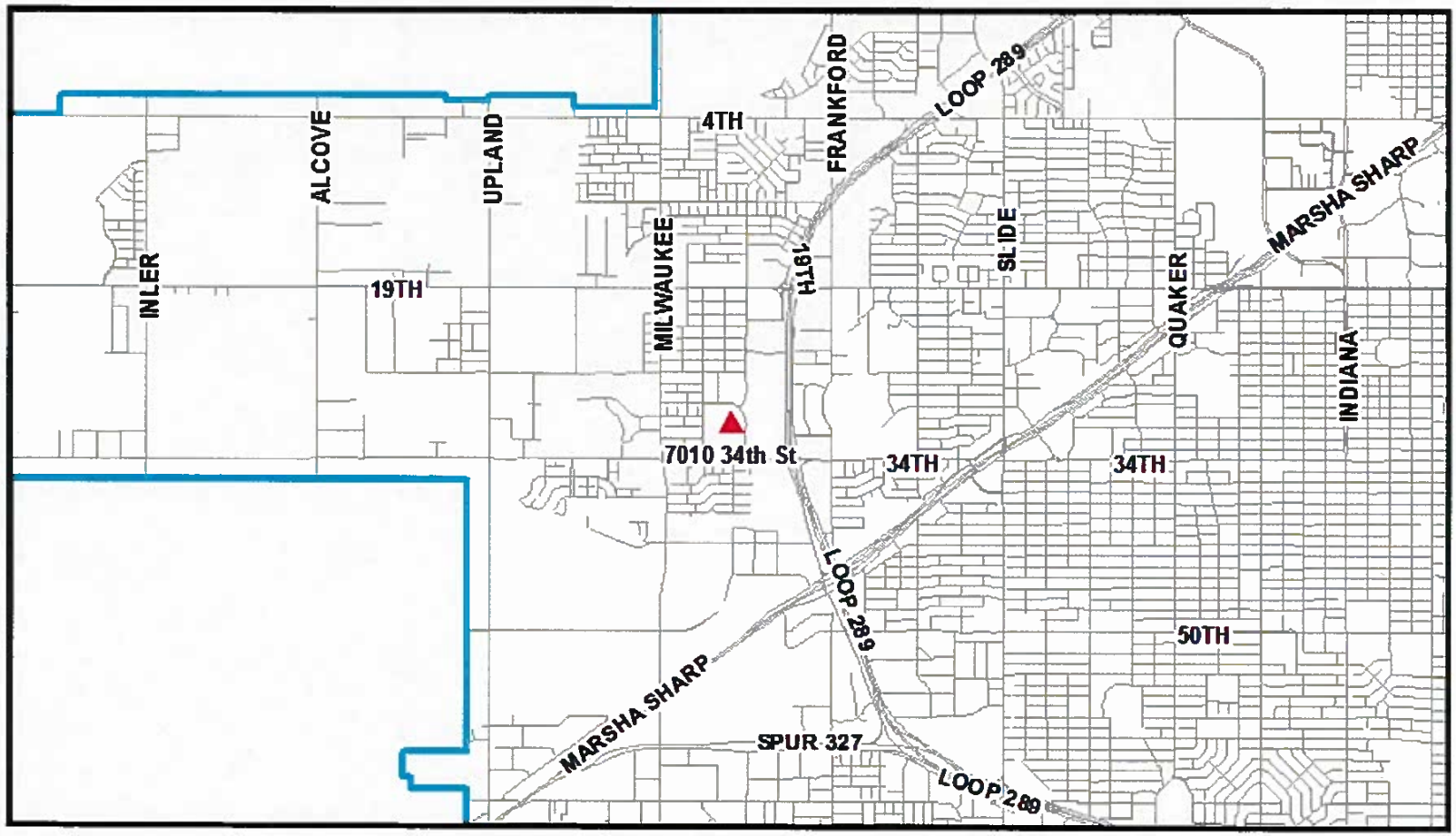
APPROVED AS TO CONTENT:

Andrew Paxton, Director of Planning

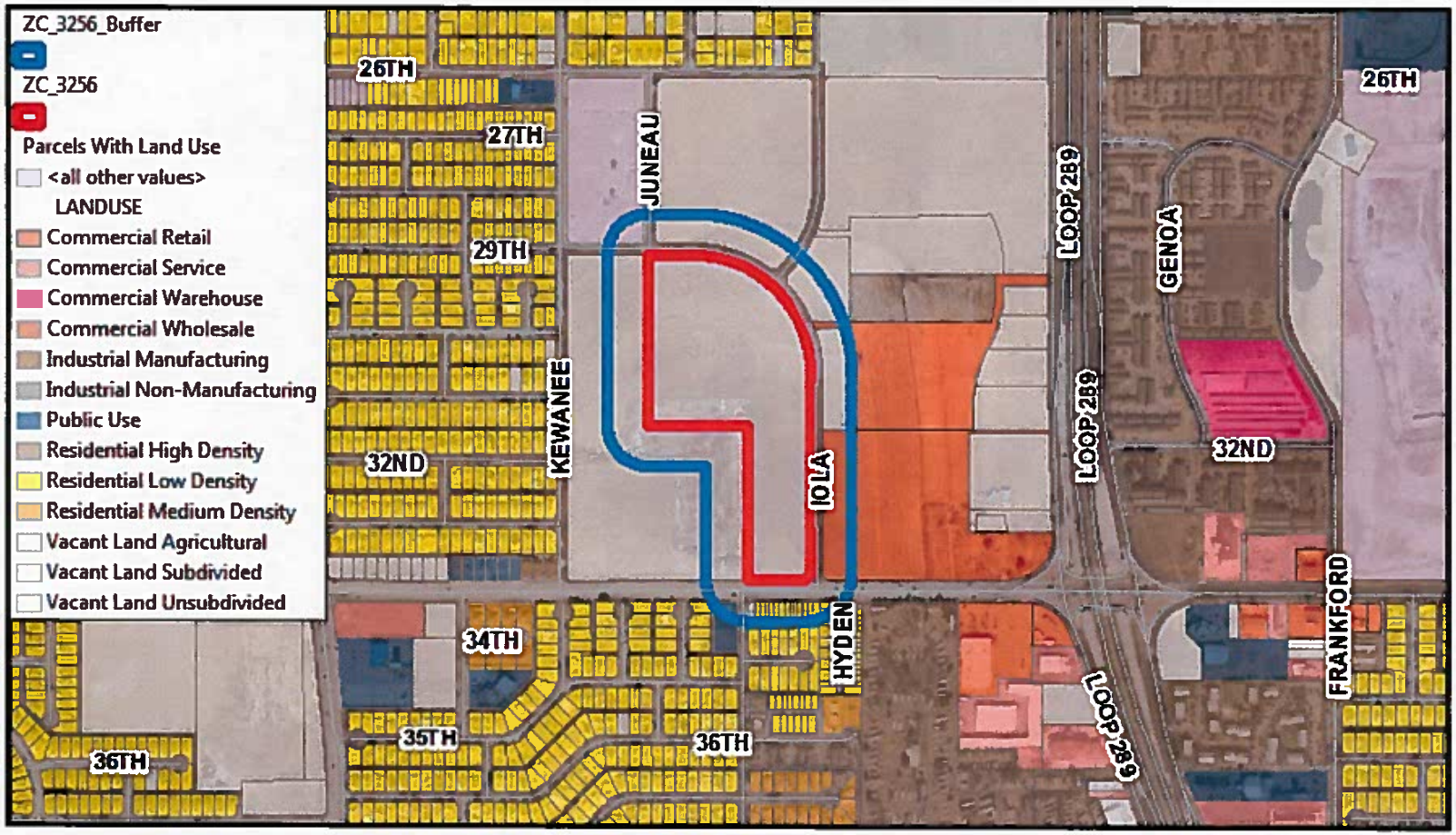
APPROVED AS TO FORM:

Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3256
May 7, 2015

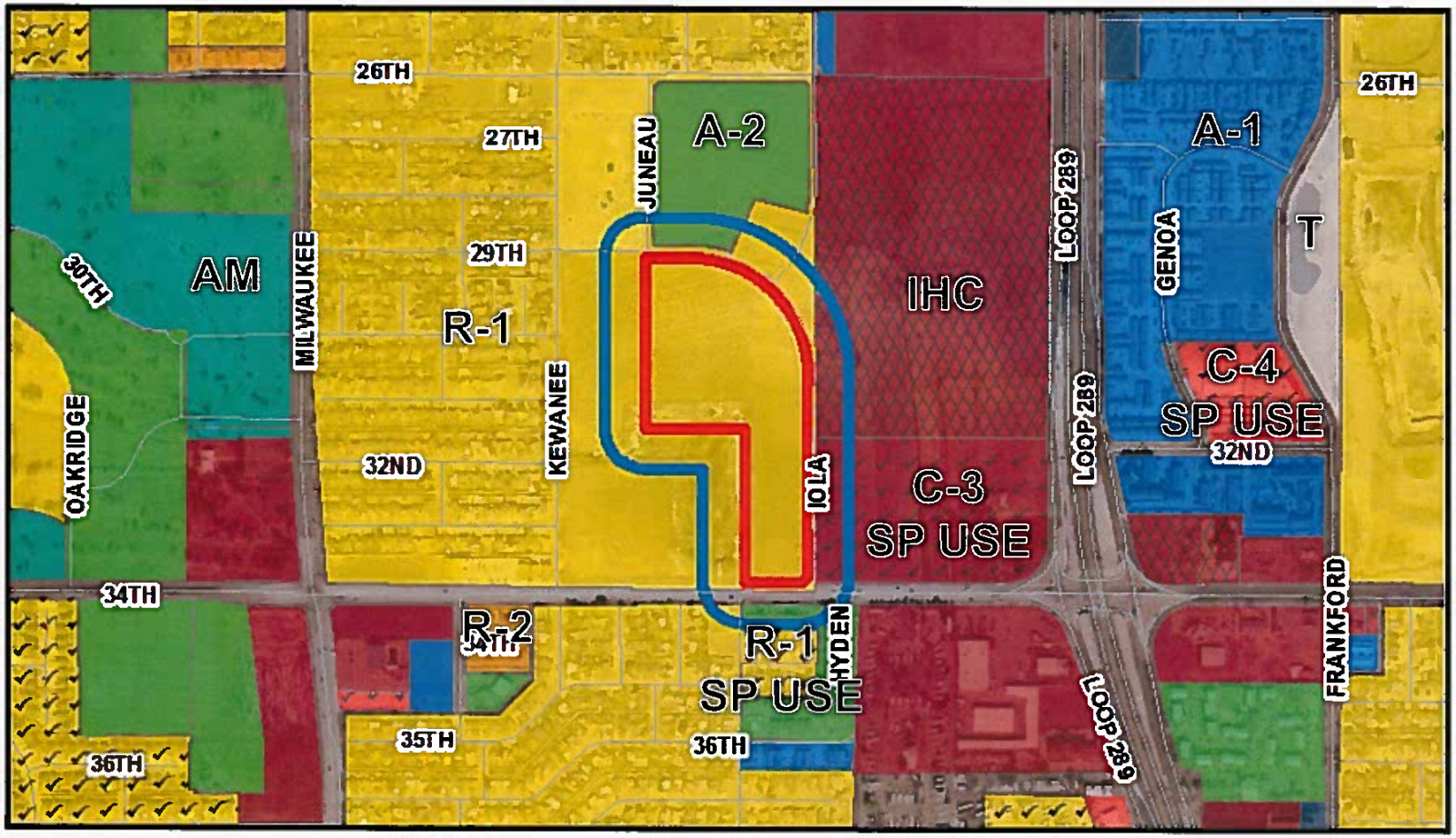


P.Z.C. Case 3256



P.Z.C. Case 3256

Request of AMD Engineering, LLC (for MRXNO) for a zoning change from R-1 to C-3, 7010 34th Street



P.Z.C. Case 3256 Zoning

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) **AMD Engineering, LLC**

2807 74th Street, Ste. 8
Street/Post Office Box

Lubbock TX 79423
City State Zip

(806) 771-5976
Telephone

For MRXNO

5214 68th Street, Suite 200
Street/Post Office Box

Lubbock TX 79424
City State Zip

(806) 687-8585
Telephone

Location or Address: Property West of Iola Avenue, North of 34th Street, and South of 29th Street

Legal Description:* See Attached

Existing Land Use: ag **Existing Zoning:** T

Acreage or Square Footage of Property: 3.43 acres

Zoning Requested: C-3

Proposed Development: Multi-story office buildings and retail commercial

If property is not subdivided, will preliminary plat be submitted? Yes x No

Applicant's Signature

April 13, 2015
Date

Filing Fee: $535
($475.00 for the first acre; $3.00 for each additional acre)

***There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.**

For City Use Only

M+B Map 23

Zone Case No.: 3255 **Agenda No.:**

Request for zoning change from: R-1 **To:** C-3

on 20.9 Acres of Unplatted land out of block AK Section 34

on Lot(s) , Block(s) ,

Addition (Address: 7010 34th St).

Rezone to C-3

METES AND BOUNDS DESCRIPTION of a 20.9 acre tract of land located in Section 44, Block AK, Lubbock County, Texas, prepared for Zone Change Purposes only and being further described as follows:

BEGINNING at a point in which bears N 88°08'27" W an approximate distance of 2711.82 feet and N 01°51'33" E an approximate distance of 53.56' from the Southeast corner of Section 44, Block AK, Lubbock County, Texas;

THENCE N 88°08'25" W an approximate distance of 300.00 feet;

THENCE N 01°52'09" E an approximate distance of 793.45 feet;

THENCE N 88°07'51" W an approximate distance of 506.47 feet;

THENCE N 01°51'25" E an approximate distance of 877.54 feet;

THENCE S 88°13'09" E an approximate distance of 230.73 feet;

THENCE Southeasterly along a curve to the right having a radius of 600 feet, and arc length of 943.40 feet, a central angle of 90°05'18", a chord distance of 849.18 feet, and a chord bearing of S 43°10'30" E;

THENCE S 01°52'09" W an approximate distance of 1046.29 feet;

THENCE S 46°51'52" W an approximate distance of 35.36 feet to the Point of Beginning and containing approximately 20.9 acres, including any Right of Way.

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.

Prepared for: MRXNO, LLC
April 13, 2015

Regular City Council Meeting **7. 9.**

Meeting Date: 05/28/2015

Information

Agenda Item

Public Hearing 5:30 p.m. – Planning: Consider a request for Zone Case 3257, a request of Burl Masters, for 1585 Development LLC, for a zoning change from T to A-2 on 16.424 acres of unplatted land out of Block AK, Section 1, south of 130th Street, between Indiana Avenue and University Avenue, and consider an ordinance.

Item Summary

General comments:
This request is for 16.424 acres of vacant land from T (transitional) to A-2 for an apartment complex. This is a small portion of the developers overall master plan. The remainder of the master plan will be brought for a zone case at a future date, pending a Comprehensive Land Use Plan update.

Adjacent land uses:
This area is primarily vacant land that was recently annexed into the city.

Comprehensive Land Use Plan (CLUP):
The request for apartment zoning along a thoroughfare is consistent with the CLUP.

Zoning Policy:
The request is also consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:
Once the thoroughfares in the area are built to full width, there should be no negative impact on the system.

Recommendations:
On May 7, 2015, the P&Z Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance - Zone Case 3257

Zone Case 3257

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING ORDINANCE NO. 7084 AND THE OFFICIAL MAP OF THE CITY OF LUBBOCK MAKING THE FOLLOWING CHANGES: **ZONE CASE NO. 3257;** A ZONING CHANGE FROM **T** TO **A-2** ZONING DISTRICT ON **16.424 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 1,** LUBBOCK, TEXAS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, all conditions precedent required by law for a valid amendment to the Zoning Ordinance and Map have been fully complied with, including giving notices in compliance with Section 40.01.005 of the Code of Ordinances, City of Lubbock, Texas, and the notices provided by the Texas Local Government Code §211.007 (Vernon, 1990), and notice was duly published in the Lubbock Avalanche-Journal more than fifteen (15) days prior to the date of the public hearing before the City Council on such proposed amendment, and the public hearing according to said notice, was held in the City Council Chamber of the Municipal Building, Lubbock, Texas, at which time persons appeared in support of the proposal; and after said hearing, it was by the City Council determined that it would be in the public interest, due to changed conditions, that the Zoning Ordinance and the Zoning Map be amended in the manner hereinafter set forth in the body of this Ordinance and this Ordinance having been introduced prior to first reading hereof; NOW THEREFORE:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

ZONE CASE NO. 3257

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **T** to **A-2** zoning district on **16.424 acres of unplatted land out of Block AK, Section 1,** City of Lubbock, Lubbock County, Texas, located at **south of 130th Street, east of Indiana Avenue,** and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

SECTION 2. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars

($2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 3. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 4. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

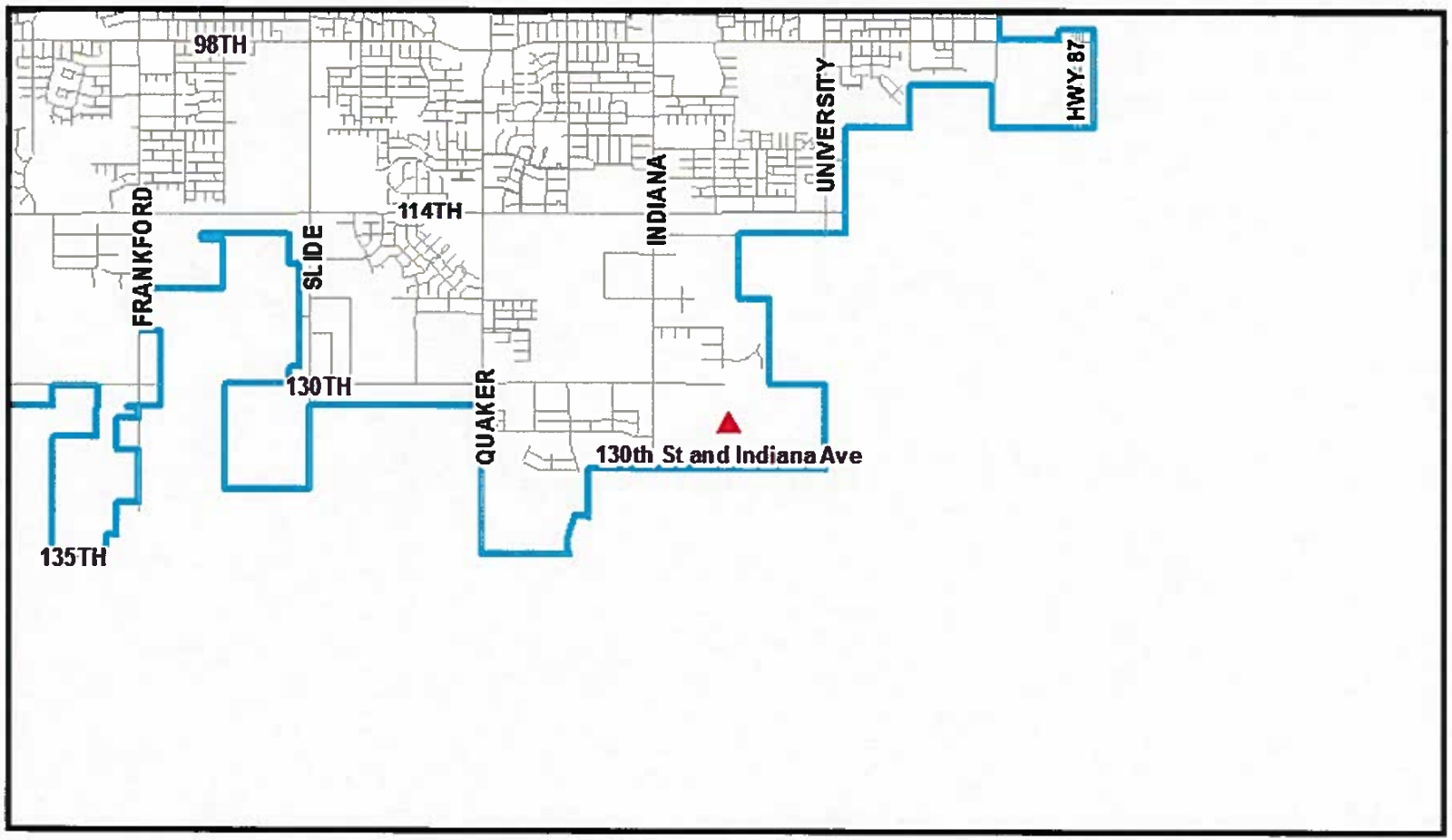
APPROVED AS TO CONTENT:

_____
Andrew Paxton, Director of Planning

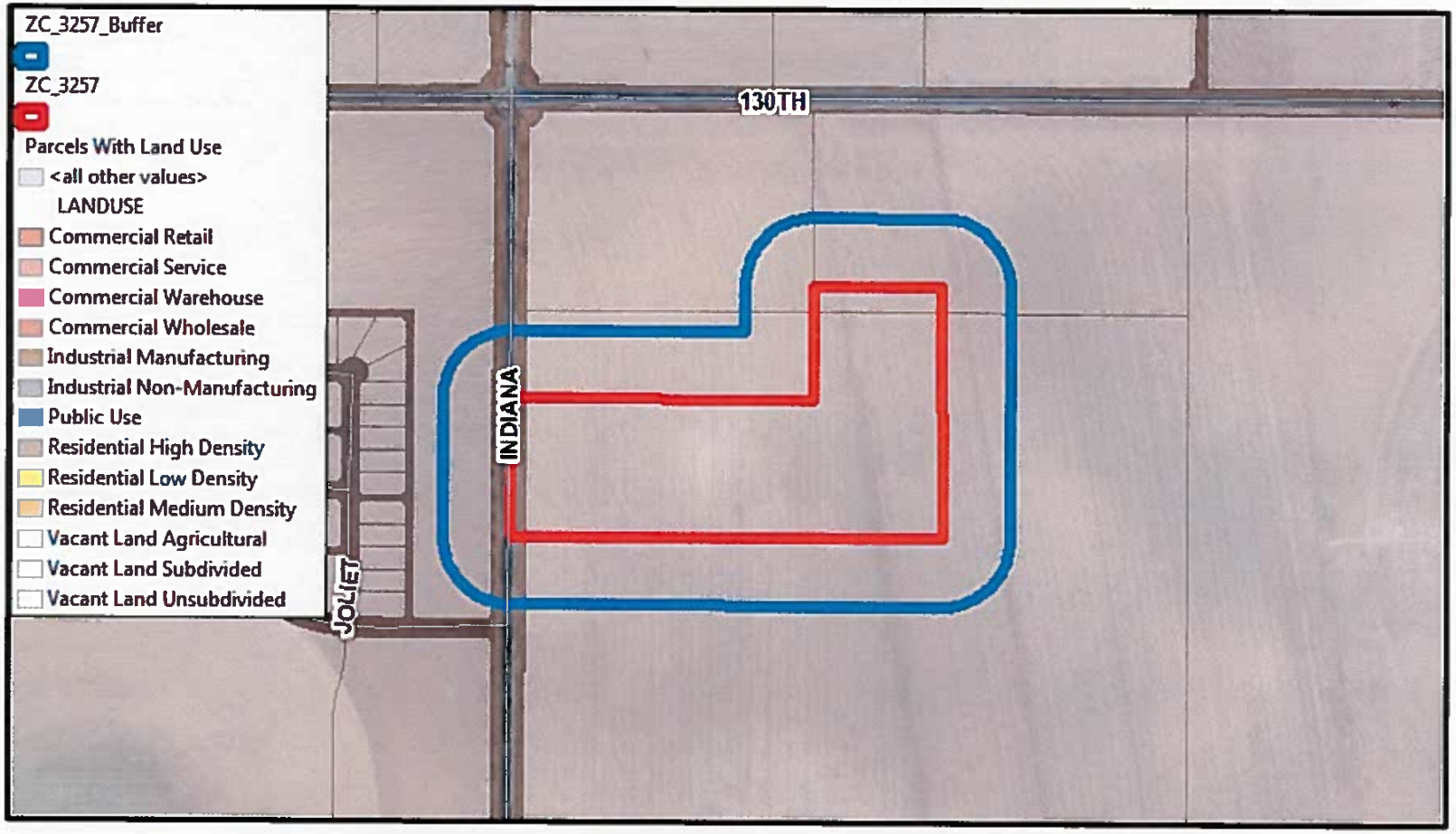
APPROVED AS TO FORM:

_____
Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3257
May 7, 2015

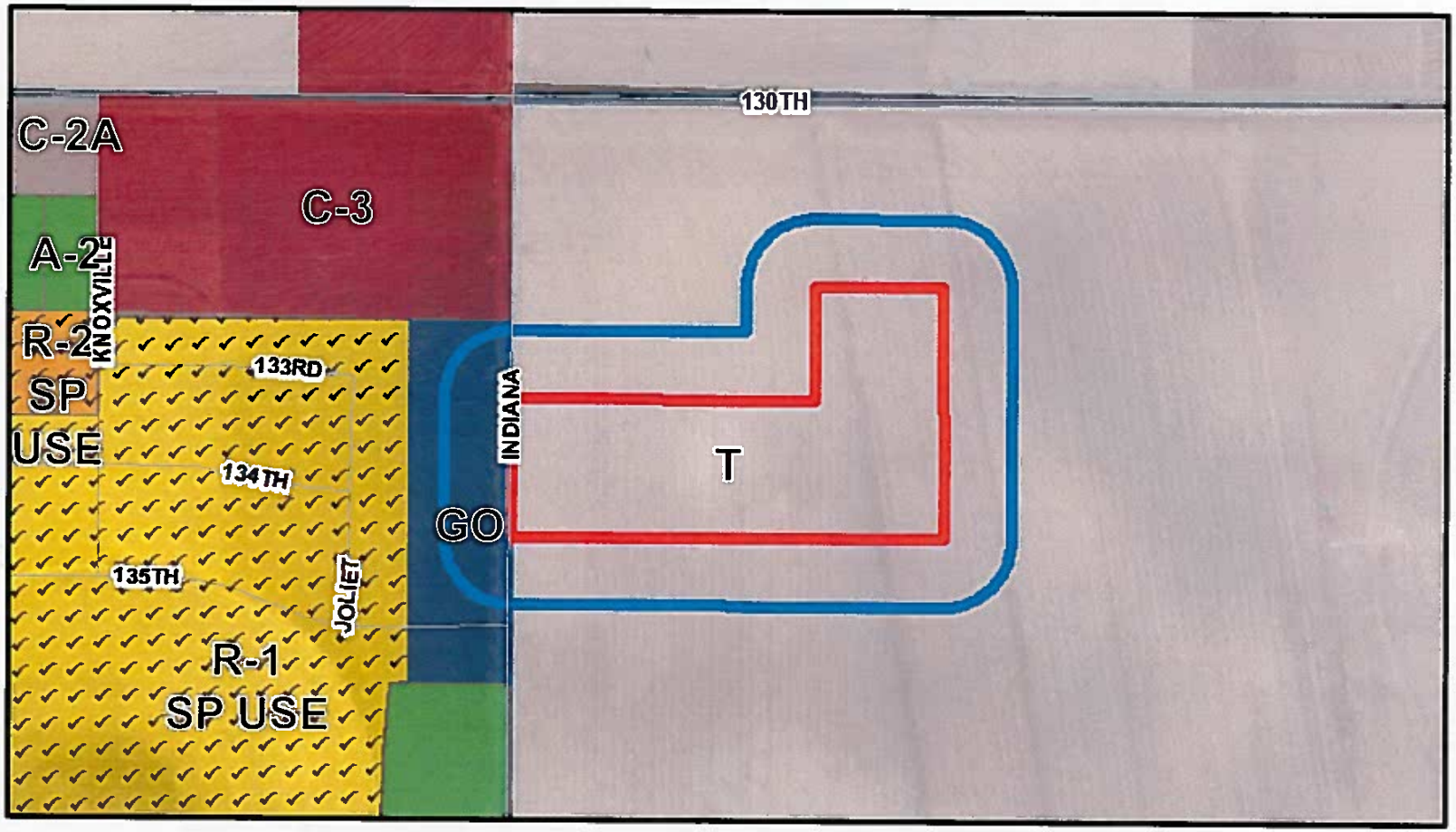


P.Z.C. Case 3257



P.Z.C. Case 3257

Request of Burl Masters (for 1585 Development LLC) for a zoning change from T to C-3, GO, R-2, A-2, and R-1 Specific Use, south of 130th Street, between Indiana Avenue and University Avenue



P.Z.C. Case 3257 Zoning

city of lubbock TEXAS

APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) BUZZ W. MASTERS
P.O. Box 94890
Street/Post Office Box
LUBBOCK TX 79493
City State Zip
(806) 543.6662
Telephone

For 1585 DEVELOPMENT LLC & W.D. VARDEMAN, et.al.
Street/Post Office Box
City State Zip
( )
Telephone

Location or Address: FM1585 (130TH ST.) & INDIANA AVE

Legal Description:* SEE ATTACHED

Existing Land Use: VAC. **Existing Zoning:** T

Acreage or Square Footage of Property: 320 AC.

Zoning Requested: C-3/G.O./R-2/A-2/R-1 Sp.USE

Proposed Development: SUBDIVISION

If property is not subdivided, will preliminary plat be submitted? Yes ✓ No

Applicant's Signature

14 APR 15
Date

Filing Fee:
($475.00 for the first acre; $3.00 for each additional acre; $165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

MTB map 69

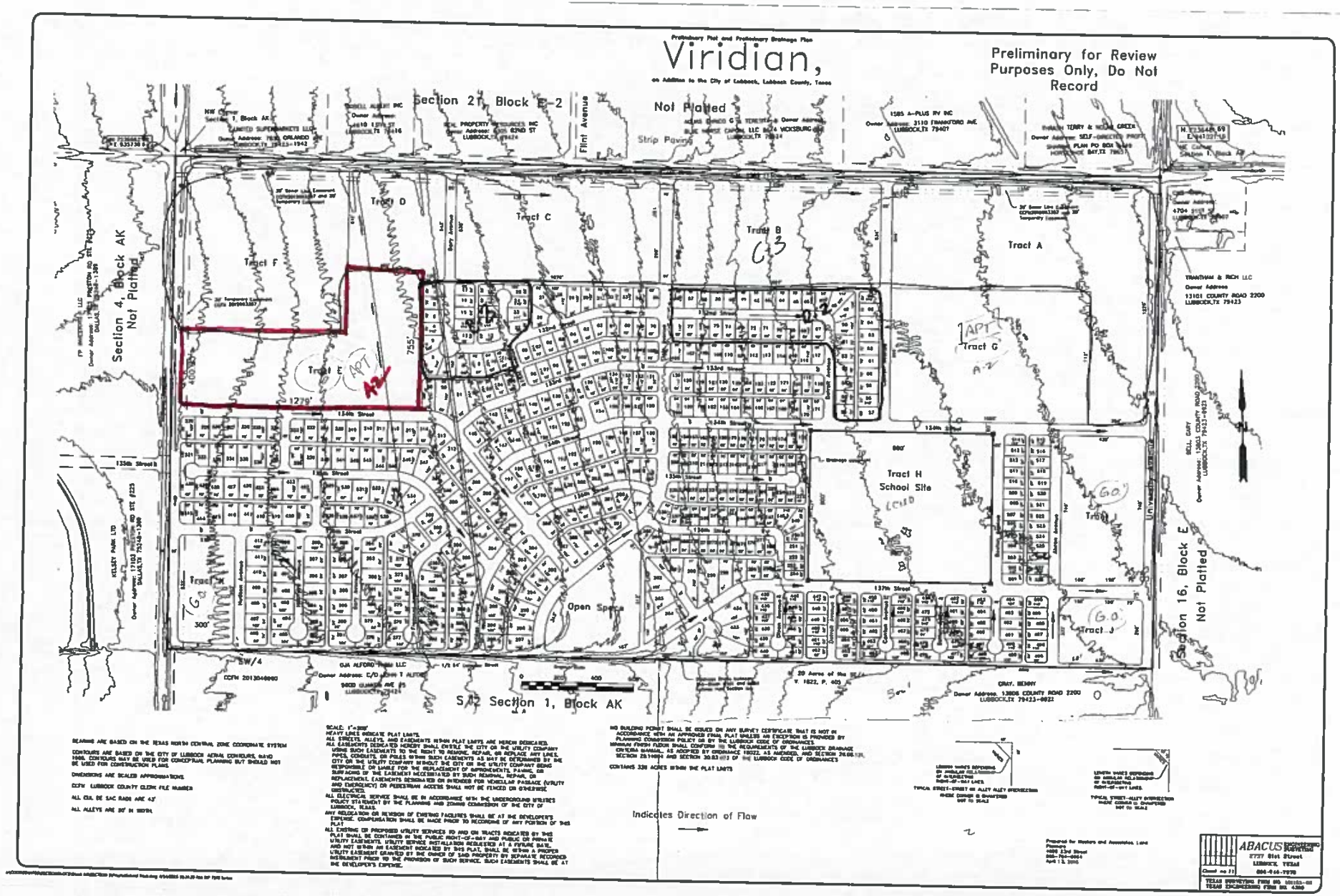
Zone Case No.: 3260 **Agenda No.:**

Request for zoning change from: T **To:** C3, GO, R-2, A-2, R-1 SP USE

320 Acres of UNPLATTED land OUT of block AK Section 1

on Lot(s): — **Block(s):** —

Subdivision: — **Address:** between Indiana Ave and University Ave South of 130th St


Preliminary Plat and Preliminary Drainage Plan
Viridian,
an Addition to the City of Lubbock, Lubbock County, Texas
Preliminary for Review Purposes Only, Do Not Record
Section 21, Block E-2
Not Platted
Strip Paving
First Avenue
Section 4, Block AK
Not Platted
Tract A
Tract B
Tract C
Tract D
Tract E
Tract F
Tract G
Tract H
School Site
Tract J
Tract K
Open Space
Section 16, Block E
Not Platted
S/2 Section 1, Block AK
SW/4
Indicates Direction of Flow
ABACUS

ABACUS ENGINEERING SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670

"Count on it"

Metes and Bounds Description prepared for Zone Change Purposes Only on a 16.424 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point in the West line of Section 1 which bears S 01°46'06" W, approximately 934.00 feet from a found nail and washer accepted as the Northwest corner of Section 1;

THENCE S 88°02'16" E, approximately 934.00 feet;

THENCE N 01°46'06" E, approximately 354.52 feet;

THENCE S 88°02'16" E, approximately 400.00 feet;

THENCE S 01°46'06" W, approximately 784.53 feet;

THENCE N 88°02'16" W, approximately 1334.01 feet;

THENCE N 01°46'06" E, approximately 430.01 feet to the PLACE of BEGINNING, containing 16.424 Acres

Prepared for Zone Change Purposes only, does not represent an actual survey.

A-2 TRACT E

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

10

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.: 3257**

In Favor of X

Opposed ___

Reasons and/or Comments:

RECEIVED
MAY 01 REC'D
PLANNING DEPARTMENT

Print Name DJA Farm LLC

Signature: John T. Alford

Address: 9600 Quaker #5 Lubbock TX 79424

Address of Property Owned: South West 160 of Block AK Section 1

9 of 9

Zone Case Number: 3257 R107908
DJA ALFORD FARM LLC
C/O JOHN T ALFORD
9600 QUAKER AVE
#5
LUBBOCK TX 79424

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

10

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3257***

In Favor of X

Opposed ____

Reasons and/or Comments:

RECEIVED
MAY 04 REC'D
PLANNING DEPARTMENT

Print Name David Bostar (APlus RV)

Signature: [signature]

Address: ~~2614 Fm 1585~~ 4707 9th

Address of Property Owned: 2614 Fm 1585 (University & 1585)

4 of 9

Zone Case Number: **3257** R323617
1585 A-PLUS RV INC
3110 FRANKFORD AVE

LUBBOCK TX 79407

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

10

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: **P&Z Case No.:** ***3257***

In Favor of ✓

Opposed ___

RECEIVED
MAY 07 REC'D
PLANNING DEPARTMENT

Reasons and/or Comments:

Print Name GARY BELL

Signature: Gary Bell

Address: 13803 CR 2200 Lubbock, TX 79423

Address of Property Owned: same

2 of 9

Zone Case Number: **3257** R97561
BELL, GARY
13803 COUNTY ROAD 2200

LUBBOCK TX 79423-6923

Regular City Council Meeting **7. 10.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Mayor: Consider but take no action on a resolution to amend the Lubbock City Council Rules, Order of Business and Procedures, as set forth in the Policies and Procedures Manual, regarding separate consideration of items from the consent portion of the City Council meeting agenda.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Glen Robertson, Mayor

Attachments

Resolution - Council Policies and Procedures

RESOLUTION

WHEREAS, the City Council has heretofore by Resolution established policies and procedures pertaining to the City Council and of the City of Lubbock in a Policies and Procedures Manual; and

WHEREAS, in an effort to minimize City staff time made necessary by attendance at City Council meetings, and further to promote efficient and orderly meetings of the City Council, and good governance in general, the City Council of the City of Lubbock acknowledges the value of timely preparation by members of the City Council and City of Lubbock staff, alike, and to that end desires to amend certain policies and procedures as set forth in the City of Lubbock Council Rules, Order of Business and Procedure manual (the "Rules") regarding the agenda for regular City Council meetings; and

WHEREAS, the City Council desires to require by rule, absent a waiver by a three-fifths majority vote of the City Council, that notice by any member of the City Council of intent to seek separate consideration by the City Council of an item on the Consent Agenda of the City Council shall be given no later than twenty-four (24) hours prior to the time at which consideration of said item is eligible;

WHEREAS, pursuant to Section II(B) of the Rules, this proposed amendment has been introduced into the record at a prior regular meeting of the City Council; NOW THEREFORE:

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

SECTION 1. THAT Section III(A) of the City Council Rules, Order of Business and Procedures, as set forth in the Policies and Procedures Manual, is amended to include a new paragraph 8 to read as follows:

"8. Unless waived by a three-fifths majority vote of the City Council, City Council shall consider separately no item from the Consent Agenda of the City Council meeting agenda, unless notice of intent to consider the item separately shall have been delivered to the City Manager no later than twenty-four (24) hours prior to the time at which consideration of said Consent Agenda is eligible."

SECTION 2. THAT the City Attorney shall incorporate the above amendment into the City Council Rules, Order of Business and Procedures.

Passed by the City Council this _____ day of _____, 2015.

_____
GLEN C. ROBERTSON, Mayor

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Glen C. Robertson, Mayor

RES.Policies & Procedures -24 Hour Rule
5.15.15

Regular City Council Meeting **7. 11.**

Meeting Date: 05/28/2015

Information

Agenda Item

Resolution - Councilman Hernandez - Consider a resolution authorizing the execution of a License Agreement between the City of Lubbock and Fiesta del Llanos for the use of the Landwer House located in Guadalupe Park.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Victor Hernandez, Councilman, District 1

Attachments

Resolution - Fiestas del Llano
License Agreement - Landwer House

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LUBBOCK:

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a License Agreement, by and between the City of Lubbock and Fiestas del Llano of Lubbock, Texas, and all related documents. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2015.

_____
GLEN C. ROBERTSON, MAYOR

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

_____
Victor Hernandez, Councilman, District 1

APPROVED AS TO FORM:

_____
Amy Sims, Deputy City Attorney

RES.Lic Agrmnt-Fiesta del Llano
5.19.15

LICENSE AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF LUBBOCK §

This License Agreement (the "Agreement") is entered into on this _____ day of _____, 2015, between the City of Lubbock, Texas (the "City"), a Texas Home Rule Municipal Corporation, and Fiestas del Llano of Lubbock, Texas ("Licensee"), a non-profit corporation.

RECITALS

WHEREAS, Licensee desires to use the facility commonly known as the Landwer-Manicapelli House (the "Landwer House") in Mackenzie Park, a park owned and operated by the City (the "Park") to facilitate public use of the Landwer House (the "Activities"); and

WHEREAS, it is the belief of the City and Licensee that said use of the Landwer House would be beneficial to the citizens of the City of Lubbock and constitute a valuable public service; and

WHEREAS, the City Council of the City of Lubbock hereby declares the maintenance and operation of the Landwer House and the facilities herein licensed to the Licensee to be a park purpose; and

WHEREAS, Licensee desires to utilize the Landwer House for purposes of the Activities on that certain real property generally described on Exhibit "A" attached hereto (the "Lands"), including the ability to set up tents, tables and chairs. The term "Lands" shall include the Landwer House and any other fixture upon the above-described Lands; NOW THERFORE:

ARTICLE I

License

Section 1.01. License. In consideration of the mutual covenants and agreements of this Agreement, and of other good and valuable consideration, the City hereby grants, upon the terms and conditions set forth in this Agreement, a license on and over the Lands to Licensee, for the sole purpose of conducting the Activities on the Lands.

Section 1.02. Term. The term of this license is twenty (20) years beginning on the date of the execution of this Agreement by the City, and ending on the twentieth anniversary of such date (the "Primary Term"), unless terminated sooner as provided in this Agreement.

This Agreement shall terminate without further notice when the Primary Term or Option Period, whichever is applicable as specified in Section 1.02, expires, and Licensee shall immediately vacate the Lands. Any holding over by Licensee after that term expires, except as provided otherwise in this Agreement, shall not constitute a renewal of this Agreement, or provide Licensee any rights whatsoever under this Agreement and/or to the Lands.

Section 1.03. Termination. This Agreement may be terminated by mutual agreement of the parties at any time. This Agreement may be terminated by either party upon ninety (90) days' written notice to the other party.

Section 1.04. Fees. The City does permit Licensee to charge reservation fees for the extended use of the Landwer House by individuals or groups of the general public for a set period of time in order to provide revenue for the maintenance and repair of the Landwer House and the Lands. Licensee shall obtain the City's approval of any such reservation fees and the amounts established for such reservation fees prior to charging said reservation fees.

ARTICLE II

Improvements and Use of Lands

Section 2.01. Construction. No construction of any permanent structures, improvements, buildings or fixtures or of any type or kind, including, but not limited to, additions or alterations to existing structures by Licensee, shall be permitted without prior written agreement by the City.

Section 2.02. Use of Lands. Licensee may utilize the Lands in accordance with the Agreement for the purposes of the Activities. Such utilization includes the use of the Landwer House on the Lands. Licensee shall be solely responsible for the use, condition, losses, and risks associated with any equipment owned by Licensee, including, but not limited to, toys, play or sports equipment, tools, temporary shelters, tents, chairs, or tables in Licensee's operation of the Activities contemplated by the Agreement.

Section 2.03 Permits. Licensee shall be solely responsible for, and shall be required to, obtain any and all permits required by federal, state or local law in conducting the Activities. Such permits shall include, but not be limited to, food establishment permits, zoning permits, and day camp or day care licensing permits.

Section 2.04. Use of Temporary Shelters and/or Tents. Licensee is permitted to utilize tents or other similar type of temporary shelter on the Lands solely for the purposes of conducting the Activities contemplated by this Agreement. Licensee shall get approval from the City on the type, location, and number of such tents or temporary shelters to be utilized prior to building, locating, or using such tents or temporary shelters on the Lands.

Section 2.05. Restoration and Maintenance of the Lands. Licensee shall be responsible for the retrieval and removal of any and all trash and debris created on the Lands as a result of the

Activities. Any such trash and debris shall be disposed in the proper receptacles as provided by the City. Licensee shall further restore any and all turf that becomes damaged, beyond reasonable wear and tear of such turf, on the Lands by virtue of the Activities and any other activities associated with Licensee's use of the Lands. Licensee shall obtain prior approval from the City prior to Licensee's use of any motor vehicle upon the Lands and shall restore all damaged turf that results from any motor vehicle use on the Lands.

Section 2.06. Maintenance and Use of the Landwer House. Licensee is responsible and shall make any and all necessary repairs and replacements to the Landwer House, of any type or nature, and perform all maintenance of the Landwer House. Further, Licensee shall pay for any and all costs of such repairs, replacements, and/or maintenance. If a repair of the Landwer House is major and/or would cause significant structural changes to the Landwer House, Licensee shall notify the City of such repair and obtain written permission from the City to complete the repair prior to beginning such repair. Further, Licensee shall specifically abide by the terms of Section 2.01 of this Agreement in conducting any construction projects or alterations to the Landwer House.

Section 2.07. Ownership of Buildings and Improvements. Any and all buildings, walkways, parking lots, fences, entrances and any other structures, fixtures, or improvements constructed, placed, located and/or maintained on any part of the Lands during the term to this Agreement shall be considered part of the real property and must remain on the Lands and, subject to the terms of this Agreement, become property of the City, from and after the termination of this Agreement.

ARTICLE III

Operations of Licensee

Section 3.01. Access of Public. Entrances to the Lands shall be open to the general public within reasonable hours as designated by the City. Licensee shall not permit any discrimination in its use of the Lands because of race, color, sex, religion, national origin, physical handicap or disability. Further, Licensee shall be bound by the provisions of the United States or State of Texas Constitutions in the same manner as the City in its operation of and use of the Lands and the Landwer House.

Section 3.02. Utilities. Licensee shall be responsible for providing and/or furnishing all utilities required for the Activities to the Lands and shall bear any and all expenses of any kind or nature for the providing of same to the Lands and the utilization of same in connection with the use of the Lands. Such utilities shall include, without limitation, water, telephone, electricity, gas, power, sewage disposal and rubbish removal.

Section 3.03. Taxes. Licensee shall pay and discharge all charges, including without limitation, personal property taxes, gross receipts taxes, general and special assessments, and

other charges of similar nature which may be levied or assessed against the Lands pursuant to any activity contemplated by this Agreement, if any.

Section 3.04. Prohibition on Encumbrance. Licensee shall not encumber any interest in the license granted herein, the Lands and/or this Agreement, in any way, manner or form, including, but not limited to, by deed of trust, mortgage or any other security instrument.

Further, Licensee shall not cause or permit any mechanic's liens or any other liens to be filed against the license granted herein, the Lands, and/or this Agreement by reason of any work, labor, services, or materials supplied and/or performed or claimed to have been supplied and/or performed to, by or for Licensee or any contractors or subcontractors of Licensee.

Section 3.05. Right of Entry—City. Nothing contained in this Agreement shall be construed to prohibit the right of entry by the City, in, on, over and/or across the Lands, at any and all times, and for any and all purposes, and City expressly reserves the right to enter upon the Lands and any and all improvements located thereon to conduct any and all activities the City deems necessary. Licensee shall furnish to the City any and all keys and/or instructions necessary to allow the City's right of entry reserved and/or described herein.

Section 3.06. Control of City. The City shall retain all authority placed in it which is non-delegable. No provision of this Agreement shall be construed as delegating any non-delegable right, power or duty of the City, and in the event of a conflict between this Section 3.06 and any other term or provision of this Agreement, this Section 3.06 shall control and such conflicting term or provision shall be void and of no force and effect.

ARTICLE IV

Insurance, Indemnity and Release

Section 4.01. Indemnity and Release. LICENSEE SHALL INDEMNIFY AND HOLD HARMLESS, TO THE FULLEST EXTENT PERMITTED BY LAW, THE CITY, AND CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, CLAIMS OR LIABILITIES, OF ANY KIND OR NATURE, WHICH ARISE DIRECTLY OR INDIRECTLY, OR ARE RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACTIVITIES CONTEMPLATED HEREUNDER, OR THE OMISSION OF THE ACTIVITIES CONTEMPLATED HEREUNDER, INCLUDING, BUT NOT LIMITED TO, LOSSES, DAMAGES, CLAIMS OR LIABILITIES ARISING FROM OR RELATED TO, IN ANY WAY, MANNER OR FORM, THE ACT OR OMISSION OF THIRD PARTIES. LICENSEE FURTHER COVENANTS AND AGREES TO DEFEND ANY SUITS OR ADMINISTRATIVE PROCEEDINGS BROUGHT AGAINST THE CITY AND/OR THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS ON ACCOUNT OF ANY SUCH CLAIM, AND TO PAY OR DISCHARGE THE FULL AMOUNT OR OBLIGATION OF ANY SUCH CLAIM INCURRED BY, ACCRUING TO, OR IMPOSED ON THE CITY, OR THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS

APPLICABLE, RESULTING FROM ANY SUCH SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS OR ANY MATTERS RESULTING FROM THE SETTLEMENT OR RESOLUTION OF SAID SUITS, CLAIMS, AND/OR ADMINISTRATIVE PROCEEDINGS. IN ADDITION, LICENSEE SHALL PAY TO THE CITY, THE CITY'S RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND/OR AGENTS, AS APPLICABLE, ALL ATTORNEYS' FEES INCURRED BY SUCH PARTIES IN ENFORCING LICENSEE'S INDEMNITY IN THIS SECTION.

THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, SHALL NOT BE LIABLE, AND LICENSEE HEREBY RELEASES THE CITY, AND ITS RESPECTIVE OFFICERS, EMPLOYEES, ELECTED OFFICIALS AND AGENTS, FOR, FROM AND/OR AGAINST ANY LOSSES, DAMAGES, CLAIMS OR LIABILITIES TO LICENSEE, ON ANY THEORY OF LEGAL LIABILITY, INCLUDING, BUT NOT LIMITED TO, THE NEGLIGENCE, OF ANY TYPE OF DEGREE, OR FAULT, OF THE CITY, ARISING FROM OR RELATED TO, IN ANY WAY, MANNER OF FORM, THE UNENFORCEABILITY OR VOIDANCE, FOR ANY REASON, OF ALL OR ANY PART OF THIS AGREEMENT.

THE INDEMNITY AND RELEASE PROVIDED HEREIN SHALL SURVIVE THE TERMINATION OR VOIDANCE OF THIS AGREEMENT.

Section 4.02. Insurance. Licensee shall procure and carry, at its cost and expense through the life of this Agreement insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the State of Texas, covering all foreseeable aspects and operations in connection with this Agreement, including, but not limited to, all aspects, operations and/or occurrences to which Licensee has indemnified the City, as provided in Section 4.01 hereof. A Certificate of Insurance specifying each and all coverages shall be submitted to the City prior to the execution of this Agreement. Licensee shall provide to the City proof of the below described insurance on or before fourteen (14) days prior to the expiration date of each expiring policy, and cause each required policy to require the insurer to (i) give notice to the City, as specified herein, of termination of any such policy sixty (60) days before such termination is to be effective; and (ii) contain a waiver of any and all of the insurer's rights to subrogation that any such insurer or insurers may acquire by virtue of payment of any loss under such insurance.

A. *Comprehensive General Liability Insurance.* Licensee shall have comprehensive general liability insurance, with limits of $1,000,000.00 combined single limit in the aggregate and per occurrence. The City shall be named as an additional insured on a primary and non-contributory basis in such policy.

B. *Automotive Liability Insurance.* Licensee and all contractors and/or subcontractors of Licensee and all contractors and/or subcontractors hired by Licensee shall have auto liability insurance, with limits of $1,000,000.00 combined single limit in the aggregate and per occurrence. The City shall be named as an additional insured on a primary and non-contributory basis in such policy.

C. *Worker's Compensation Insurance.* Licensee shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Licensee shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that Licensee maintains said coverage. The policy must be endorsed to include a waiver of subrogation in favor of the City of Lubbock.

ARTICLE V

Warranties, Covenants and Representations of Licensee

Section 5.01. Existence. Licensee is a corporation duly organized, validly existing and in good standing under the laws of the State of Texas, and is duly qualified to carry on its business in the State of Texas.

Section 5.02. Power. Licensee has the corporate power to enter into and perform this Agreement and all activities contemplated hereby.

Section 5.03. Authorization. The execution, delivery and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all requisite corporate action on the part of Licensee.

ARTICLE VI

Events of Default and Remedies

Section 6.01. Default. An Event of Default (herein so called) shall exist if any one or more of the following events shall occur:

(a) Any representation or warranty made by Licensee in this Agreement shall prove to be untrue or inaccurate in any material respect as of the date on which such representation or warranty is made;

(b) Licensee shall default, in any way, manner or form, in the performance of any of the covenants, provisions and/or terms of this Agreement;

(c) Licensee shall (i) apply for or consent to the appointment of a receiver, custodian, trustee, intervener, or liquidator of itself or of all or a substantial part of its assets, (ii) voluntarily become the subject of a bankruptcy, reorganization or insolvency proceeding or be insolvent or admit in writing that it is unable to pay its debts as they become due, (iii) file a petition or answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy or insolvency laws, (iv) become the subject of an order for relief under any bankruptcy, reorganization or insolvency proceedings, or (v) fail to pay any money judgment

against it before the expiration of thirty (30) days after such judgment becomes final; or

(d) Licensee shall default in the payment of any material indebtedness of Licensee.

Section 6.02. Remedies upon Event of Default. If an Event of Default shall have occurred and be continuing, then the City, at its option, may (i) declare this Agreement, and all rights and interests created by it, terminated and Licensee shall reimburse the City any and all sums provided by the City to Licensee under the Agreement, or otherwise; (ii) assert an action for damages, including, but not limited to, recovery of any and all sums provided by the City to Licensee under the Agreement, or otherwise, and any and all other damages available to the City under this Agreement and/or pursuant to law or equity; and/or (iii) pursue and enforce any rights of the City as provided under or pursuant to any applicable law or this Agreement.

In the event the City elects to terminate this Agreement as provided herein, this Agreement shall cease as if the day of the City's election to terminate was the day originally fixed in this Agreement for its expiration.

ARTICLE VII

Miscellaneous

Section 7.01. No Waiver. No failure to exercise, and no delay in the exercise on the part of the City, of any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right. The rights of the City hereunder shall be in addition to all other rights provided by law.

Section 7.02. Notice. Any notice required or permitted to be given herein must be given in writing and must be personally delivered, delivered by telephonic facsimile, or mailed by prepaid certified or registered mail to the party to whom such notice or communication is directed at the address of such party as follows:

City:

James Loomis
City Manager
P. O. Box 2000
Lubbock, Texas 79457
Telephone: (806) 775-2235
Facsimile: (806) 775-3240

Licensee:

Fiestas Del Llano
c/o Sam Harper
5701 County Road 6170
Lubbock, Texas 79415
Telephone: (806) 789-5013
Facsimile: (806) 747-8629

Any such notice or other communication shall be deemed to have been given (whether actually received or not) on the date it is personally delivered or delivered by telephonic facsimile, or, if mailed, on the third day after it is mailed as aforesaid. Any party may change its address for purposes of this Agreement by giving notice of such change to all other parties pursuant to this Section 7.02.

Section 7.03. Assignment/Sublet. This license is personal to Licensee. Licensee shall not assign or sublet this license. Any attempt to assign or sublet this license shall terminate the license granted herein.

Section 7.04. City. Unless otherwise provided herein or required by law and/or local ordinance, charter or code, any action required or permitted to be taken by "the City," shall be taken by the City Manager of the City of Lubbock or any party designated by him or her.

Section 7.05. Relationship of Parties. The relationship between the City and Licensee is at all times solely that of licensor and licensee, and may not be deemed, in any event, a partnership or a joint venture.

Section 7.06. Compliance with Applicable Law. Licensee shall comply with all applicable federal, state and local rules, regulations, statutes, laws and ordinances governing, in any way, manner or form the Activities contemplated herein, and/or any other aspect of the activities described in this Agreement, including, without limitation, those regarding to access of the facilities by handicapped persons.

Section 7.07. Time of the Essence. Time is of the essence of this Agreement.

Section 7.08. Texas Law/Venue. This Agreement is to be construed under Texas law, without regard to conflict of law rules that would direct application of the laws of any other jurisdiction, and all obligations of the parties created by this Agreement are performable in Lubbock County, Texas. Venue for any action brought pursuant to this Agreement, or any activity contemplated hereby, shall lie exclusively in Lubbock County, Texas.

Section 7.09. Partial Invalidity. If any one or more of the provisions contained 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 this Agreement, which shall be construed as if it had not included the invalid, illegal or unenforceable provision.

Section 7.10. 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 hereof.

Section 7.11. Amendment. No amendment, modification, or alteration of this Agreement is binding, unless in writing, dated subsequent to the date of this Agreement, and duly executed by the parties.

Section 7.12. Attorneys' Fees. If, as a result of either party's breaching this Agreement, the other party employs or uses an attorney or attorneys to enforce its rights under this Agreement, then the breaching party shall pay the other party the reasonable attorneys' fees and costs incurred to enforce this Agreement.

Section 7.13. Exhibits. The exhibits which are referenced in, and attached to this Agreement, are incorporated in and made a part of this Agreement for all purposes.

Section 7.14. Captions. Section captions are for convenience only and shall in no way affect the interpretation of this Agreement.

Section 7.15. Right to Exercise Remedies. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, the former shall control.

Section 7.16. License Agreement. The intent of this Agreement is to grant a license to Licensee to utilize the Lands solely for the purposes described herein. This Agreement shall not be construed, in any way, manner or form, as a lease of the Lands or as conveying to Licensee any interest in the real property comprising the Lands.

Executed and effective as of the date of the execution hereof by the City of Lubbock.

CITY OF LUBBOCK, TEXAS

_____
GLEN C. ROBERTSON, MAYOR

Date executed: _____

FIESTAS DEL LLANO

BY: _____
Name: _____
Title: President
Date executed: _____

ATTEST:

_____
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Victor Hernandez, Councilman, District 1

APPROVED AS TO FORM:

Amy L. Sims, Deputy City Attorney

N
MARSHALL ST
Hodges Park
CESAR E CHAVEZ DR
N UNIVERSITY AVE FM 1264
Buddy Holly Recreation Area
Legend
Fire Hydrants
Landwer House
0 125 250 500 750
Feet
Digital Orthophotography - March 2010

EXHIBIT
4

Regular City Council Meeting **7. 12.**

Meeting Date: 05/28/2015

Information

Agenda Item

Board Appointments - City Secretary: Consider and take action on the appointment of the Chairperson for the Veterans Advisory Committee.

Item Summary

Per Resolution 2014-R0053, 1, "...the chairperson of the [Veterans Advisory] committee being appointed by the City Council as a whole." The Staff Liaison and Committee is recommending Dr. Steven Maxner as chairperson.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Regular City Council Meeting **7. 13.**

Meeting Date: 05/28/2015

Information

Agenda Item

Board Appointments - City Secretary: Consider three appointments to the Audit & Investment Committee, one appointment to the Animal Services Advisory Board, three appointments to the Public Transit Advisory Board, six appointments to the Veterans Advisory Committee, and one appointment to the Water Board of Appeals.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

Attachments

RS BOARD BACK UP

BOARD APPOINTMENTS FOR
CITY COUNCIL MEETING, MAY 28, 2015 - REGULAR SESSION

Officer of City		Board Name & No.	Member Name	Term Expires	Attend %	Membership Requirements	Recommended Action	Eligible?
	1	AUDIT & INVESTMENT COMMITTEE	GIVENS, R.J.	6/1/2015	100%		REAPPOINT	Y
			ROBERTS, MELISA	6/1/2015	100%		REAPPOINT	Y
			TAYLOR, GREG	6/1/2015	100%	EUB REP	REAPPOINT	Y
	2	ANIMAL SERVICES ADVISORY COMMITTEE	CLARK, RONDA	4/1/2015	N/A	LICENSED VETERINARIAN	REPLACE	N/A
	3	PUBLIC TRANSIT ADVISORY BOARD	BENNETT, BRYAN	6/1/2015	57%		REPLACE	Y
			GONZALES, JULIO	6/1/2015	71%		REAPPOINT	Y
			JACOBUS, JAY	6/1/2015	86%		REAPPOINT	Y
	4	VETERANS ADVISORY COMMITTEE	FARMER, DRUE	4/10/2015	36%		REAPPOINT	Y
			HUMPHRIES, HOLLE	4/10/2015	N/A		REPLACE	N/A
			MAXNER, STEPHEN	4/10/2015	82%		REAPPOINT	Y
			PLATA, CARLOS	4/10/2015	N/A		REPLACE	N/A
			PRESLEY, STEVEN	4/10/2015	55%		REAPPOINT	Y
			VAN DUSEN, RYAN	4/10/2015	N/A		REPLACE	N/A

*Officer of City Status board members as an individual or business shall not contract with the City of Lubbock and serve as a board member.

Applicants No Preference

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Aguero	Olga	Female	Hispanic or Latino				1
11/03/2014	Alderson	David	Male	Anglo	50-59	Auto Dealer	Alderson Enterprises, LP	5
09/09/2014	Arnett	Claire	Female	Anglo	50-59	Education	Covenant School of Nursing	4
06/18/2010	Ashley	Kyle	Male	Anglo	40-49	CEO	Alliance Federal Credit Union	4
01/27/2011	Bass	Byrn	Male	Anglo				6
10/28/2010	Beck	Jim	Male	Anglo	50-59	Professor of Mission	Lubbock Christian University	6
01/14/2015	Been	Mattie	Female	Anglo	18-29	Director of Development	Texas Tech University Health Sciences Center	4
07/01/2003	Bennett	James	Male	Anglo	50-59		Economic Development	4
11/02/2010	Bentley	Donnie	Male	Anglo	60+	Owner	Don Bentley Roofing Co.	3
02/02/2010	Berry	Timothy	Male	Anglo	40-49	Paramedic	UMC Lubbock EMS	5
03/24/2010	Berryhill	Korbi	Female	Anglo		RN Instructor	South Plains College, Reese	5
11/01/2010	Beversdorf	Cynthia	Female	Anglo	40-49			5
10/27/2010	Beversdorf	Fredrick	Male	Anglo	50-59	Senior Training Instructor	Atmos Energy	5
10/28/2010	Billings	Toby	Male	Anglo	30-39	Custodial Staff	Broadway Church of Christ	1
10/28/2010	Bosscher	Karen	Female	Anglo	50-59	Business Manager	Hemmo A. Bosscher, MD.	4
10/26/2010	Bryant	Gary	Male	African-American	40-49	House Manager	Lubbock Faith Center	2
02/06/2014	Carlson	Paul	Male	Anglo				7
10/28/2010	Clayton	Letitia	Female	Anglo	40-49	Orthopedic Tech	Dr. Kenneth Stephenson	5
07/06/2009	Coppola	Martin	Male	Anglo	40-49	Associate Professor & Program Director	Texas Tech HSC	5
10/25/2010	Craig	Karl	Male	Anglo	60+			5
07/22/2004	Craig	Mickey	Male	Anglo	60+		Retired	2
11/15/2010	Dingle	Darnell	Female	Anglo	60+			5
09/06/2006	Dirks	James	Male	Anglo	60+	Architect	Cox/Dirks Architects P.C.	5
01/14/2010	Dulin	Jim	Male	Anglo	60+	Judge	Lubbock County	4
01/15/2015	Dumas	Seanloui	Male	African-American	18-29	CEO	Unite Clothing	7
02/15/2010	Eggenberger	Florence	Female	Anglo	60+			6
11/29/2010	Elliott	John	Male	Anglo	60+	Banking	Southwest Bank	4
01/14/2010	Epps	Mike	Male	Anglo	50-59	CFO	American State Bank	5
11/02/2010	Finley	Kathleen	Female	Anglo	40-49	Captain	Lubbock Co. Sheriff's Office	4
10/27/2010	Ford	Laura	Female	Hispanic or Latino	30-39	Clinic Manager	Lubbock Regional MHMR	1
12/01/2010	Gerlach	Mary	Female	Anglo	40-49			3
10/29/2010	Gifford	Gretchen	Female	Anglo	18-29	Legal Secretary	Buerner, Dennis, & Franklin	4
11/08/2010	Green	Velda	Female	Anglo	50-59	Non-Profit Relations		5
04/19/2010	Griswold	Mary	Female	Anglo	50-59	Activities/Edcuation Director	Redr Frame & Art	4
01/15/2015	Guetersloh	Mary	Female	Anglo	60+		Self-Employed	7
03/05/2008	Hamer	Darla	Female	Anglo	40-49	Banker	Peoples Bank	6

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
01/27/2011	Hamilton	Charlie	Male	Anglo				4
09/11/2014	Harvey	Larry	Male	Anglo	50-59	Architect	Chapman Harvey Architects, Inc	4
08/23/2005	Harvill	Natalie	Female	Anglo	30-39	Structural Engineer	Parkhill, Smith & Cooper	5
01/14/2010	Henry	Alan	Male	Anglo	60+	Insurance Agent	Alan Henry Insurance	3
06/10/2009	Henson	Matthew	Male	Anglo	30-39	Self Employed	Matt Henson Inc.	5
11/11/2010	Herrera	Gilbert	Male	Hispanic or Latino	60+	Evangelist	Gilbert Herrera Evangelistic Association	4
11/15/2010	Jackson	Emma	Female	African-American	60+			2
02/22/2010	Jackson	Winnie	Male	Anglo	60+	Retired Minister		4
11/01/2010	Kinserlow	Ray	Male	Anglo	60+			4
12/08/2010	Madison	Harvey	Male	Anglo	60+	Photography	Madison Photography	4
08/22/2013	McCarty	Charlotte	Female	African-American	40-49	Self employed	Lil' Precious	6
10/27/2011	McDonald	Carroll	Male	Anglo	60+			1
10/27/2011	McDougal	Marc	Male	Anglo	40-49		McDougal Companies	4
12/24/2014	McDougal	Michael	Male	Anglo	40-49	CEO	McDougal Capital	3
11/09/2010	Mitchell	Walter	Male	Anglo	30-39	Pastor	Westminister Presbyterian Church	4
11/30/2010	Morton	Philip	Male	Anglo	30-39	Associate Director	Texas Tech	5
10/27/2011	Musselman	Robert	Male	Anglo				6
01/10/2002	Noble	Brent	Male	Anglo			Service Title	4
01/15/2015	Osborne	John	Male	Anglo	40-49	President & CEO	LEDA / MLI	7
11/05/2010	Perry	Wilson	Male	African-American	50-59		City of Lubbock	1
11/01/2010	Pickett	Benjamin	Male	Anglo	40-49	Associate Minister	Monterey Church of Christ	4
09/09/2014	Pierce	Tim	Male	Anglo	50-59	Executive Director	South Plains A	5
12/01/2006	Podrebartz	Keith	Male	Anglo	30-39	Counselor	Texas Tech University	1
05/23/2013	Porter	Karen	Female	Anglo	40-49			2
	Putteet	Janis	Female	Anglo		Vice President	United Way - Lubbock	
08/01/2003	Rangel	Andrea	Female	Hispanic or Latino	40-49		South Plains College	5
11/01/2010	Read	Alan	Male	Anglo	60+	Agent	AFLAC	5
09/09/2014	Riley	Nolan	Male	American Indian	30-39	Optometrist / Business Owner	8067931927	7
	Rios	Roy	Male	Hispanic or Latino			Women's Protective Services	2
04/29/2008	Schmedes	Gregg	Male	Anglo		Medical Student	Texas Tech	6
05/27/2010	Smith	David	Male	Anglo	30-39	Construction Director	Lee Lewis Construction	5
06/28/2012	Spitzer	Michelle	Female	Anglo	50-59	CFO	Sunwest Construction Inc.	4
04/01/2008	Stephens	Sherry	Female	Anglo	30-39	Administrative Assistant	High Plains Water District	5
05/17/2012	Stephenson	Pat	Male	Anglo	50-59	Service Manager	Bruce Thornton Air Conditioning	4
01/27/2011	Stevens	Mike	Male	Anglo				5
11/01/2010	Swoboda	Tami	Female	Anglo	40-49	Grants & Communications	Lubbock Area Foundation	3
08/08/2013	Walz	Donna	Female	Anglo				5

Update Date	Last Name	First Name	Gender	Ethnicity	Age	Occupation	Business Name	District
12/01/2006	Walz	John	Male	Anglo	60+	Attorney	Retired	5
09/09/2014	Wierzba	Susan	Female	Anglo	40-49	Partner/ Director	Commodity Export Corporation	5
10/06/2006	Wilkerson	David	Male	Anglo	40-49	Real Estate Developer	Wilkerson Properties	5
08/14/2014	Wilkes	Morris	Male	Anglo				6
12/02/2010	Williams	Shirley	Female	African-American	60+	Career Consultant	Workforce Solutions	2
02/24/2010	Woordward	Tracey	Female	Anglo	50-59	Registered Nurse	Covenant School of Nursing	4
11/20/2007	York	Martha	Female	Anglo		Real Estate Broker	The Real Estate Company	5
	Young	Andy	Male	Anglo				5

AUDIT & INVESTMENT COMMITTEE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	60.0% (3)
Hispanic	32.6%	27.6%	9.8%	0.0% (0)
African-American	8.7%	7.4%	8.3%	20.0% (1)
Other	3.7%	4.0%	3.3%	20.0% (1)
GENDER				
Male	48.5%	47.0%	72.6%	60.0% (3)
Female	51.5%	53.0%	27.4%	40.0% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	17.3%	8.3%	0.0% (0)
District 2	16.4%	15.2%	4.8%	20.0% (1)
District 3	16.3%	16.6%	12.5%	20.0% (1)
District 4	17.0%	16.7%	19.6%	0.0% (0)
District 5	16.7%	17.8%	34.0%	20.0% (1)
District 6	17.3%	16.4%	18.2%	40.0% (2)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Advisory committee to advise City Council in fulfilling its oversight responsibilities by assessing and making recommendations regarding the City's financial and performance audits, including the systems of internal control and the audit processes, findings, and recommendations.

QUALIFICATIONS: One member is selected by the Electric Utility Board; two members shall have a background in financial reporting, accounting, or auditing; and one member shall be a certified public accountant.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Givens, R.J. (M,AA,2)		100%	Y	Reappoint
Roberts, Melisa (F,O.6)		100%	Y	Reappoint
Taylor, Greg (M,A,6)	EUB Rep.	100%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint R.J. Givens and Melisa Roberts

ELECTRIC UTILITY BOARD RECOMMENDATIONS:
To reappoint Greg Taylor

City of Lubbock
Board and Commision Recruiting Database

Updated: 4/20/2015

Audit Committee

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
06/25/2014	McDowell	C. Brett	M	A	30-39	Executive Vice President	Centennial Bank	4
Second Preference								
Third Preference								
02/01/2008	Kitten	Randy	M	A	40-49	Banker	City Bank	5
Fourth Preference								
Fifith Preference								
Sixth Preference								

Committee # 39 *Audit Committee*						*Perm/Temp Board:* P
	Confidential	***Home***	***Business***			*Reappt Elig.*
Member			***Pennington, Bass &***	*Curr:*	**06/01/2014-06/01/2016**	***Y***
Member	Y	***3310 20th Street***	***Associates***	*2nd:*		
Bass		***Lubbock, TX 79410***	***7818 Orlando Avenue***	*1st:*		
Mr. Mark			***Lubbock, TX 79423***			
Email:	Y	***(806) 799-8134***	***Pennington, Ba***	*Fax:*	***(806) 797-3103***	
mbass@penningtonbass.com			***mbass@penningtonbass.com***			
Member			***8067923363***	*Curr:*	**07/24/2014-06/01/2016**	***Y***
CPA	Y	***4915 75th Street***	***7002 Canton Avenue***	*2nd:*		
Clark		***Lubbock, TX 79424***	***Lubbock, TX 79413***	*1st:*		
Ms. Terisa						
Email:	Y	***8062398698***	***(806) 792-3363***	*Fax:*		
terisaclark@gmail.com			***tclark@trinitytoday.com***			
Member				*Curr:*	**06/01/2013-06/01/2015**	***Y***
Member	Y	***1701 East 26th Street***		*2nd:*	**06/01/2011-06/01/2013**	
Givens		***Lubbock, TX 79411***		*1st:*	**06/01/2009-06/01/2011**	
Mr. R.J.						
Email:	Y	***8067622967***	***8067638430***	*Fax:*		
givreal@aol.com	Y	***8067780824***	***givreal@aol.com***			
Member			***Lone Star State Bank***	*Curr:*	**06/01/2013-06/01/2015**	***Y***
Member	Y	***1416 Monticello Ave***	***6220 Milwaukee Ave.***	*2nd:*	**06/01/2011-06/01/2013**	
Roberts		***Lubbock, TX 79416***	***Lubbock, TX 79424***	*1st:*	**02/24/2011-06/01/2011**	
Ms. Melisa						
Email:	Y	***8067896188***	***8067717717***	*Fax:*		
mroberts@lonestartwtx.com			***mroberts@lonestartwtx.com***			
Member			***D. Williams & Co., P.C.***	*Curr:*	**11/06/2014-06/01/2015**	***Y***
EUB Rep.	Y	***4606 18th Street***	***1500 Broadway, Suite 400***	*2nd:*		
Taylor		***Lubbock, Texas 79416***	***Lubbock, Texas 79401***	*1st:*		
Mr. Gregory						
Email:	Y	***(806) 780-3001***	***(806) 785-5982***	*Fax:*	***(806) 785-9381***	
gorent817@yahoo.com	Y	***(806) 777-7044***	***gregt@dwilliams.net***			

ANIMAL SERVICES ADVISORY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	88.9% (8)
Hispanic	32.6%	27.6%	9.8%	11.1% (1)
African-American	8.7%	7.4%	8.3%	0.0% (0)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	72.6%	44.4% (4)
Female	51.5%	53.0%	27.4%	55.6% (5)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	17.3%	8.3%	0.0% (0)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	11.1% (1)
District 4	17.0%	16.7%	19.6%	22.2% (2)
District 5	16.7%	17.8%	34.0%	44.4% (4)
District 6	17.3%	16.4%	18.2%	11.1% (1)
Other/Unknown	0.0%	0.0%	2.6%	11.1% (1)

PURPOSE:
Assists the City of Lubbock in complying with terms of Chapter 823 of the Texas Health and Safety Code as amended and assists the City in establishing procedures applicable to the City's animal control program.

QUALIFICATIONS: Committee shall be composed of a licensed veterinarian, animal welfare organization representative, city official, city animal shelter employee, and five at-large members [LC 4-27]

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Requirement	Attend	Eligible	Action
Clark, Ronda (F,A,5)	Licensed Veterinarian	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Ronda Clark:
George Jury (M,A,4) Southwest Animal Clinc

City of Lubbock
Board and Commision Recruiting Database

Updated: **5/6/2015**

Animal Services Advisory Board

Date Updated	*Last Name*	*First Name*	*Gender M/F*	*Ethnicity A,H,AA,O*	*Age*	*Occupation*	*Business*	*District*
First Preference								
03/11/2014	Hall	Candace	F	A	60+	Retired Police Officer		4
11/09/2009	Jones	Mickey	F	A	60+			3
04/15/2015	Jury	George	M	A	60+	Veterinarian	SOUTHWEST ANIMAL CLINIC	4
Second Preference								
03/01/2008	McCoy	Gary	M	A	50-59	Banker	ABC Bank	5
01/06/2015	Syma	Carrye	F	A	30-39	Associate Librarian	Texas Tech University	4
12/01/2007	Willis	Roy	M	A	60+	Retired	United Postal Service	5
04/28/2015	Wooden	Cassandra	F		30-39	Help Desk Administrator	PlainsCapital Bank	4
Third Preference								
Fourth Preference								
Fifith Preference								
Sixth Preference								
01/22/2015	Patton	Glenn	M	A	50-59			3

Committee # 32	*Animal Services Advisory Board*	*Perm/Temp Board:* P

	Confidential	***Home***	***Business***			*Reappt Elig.*
Member Citizen **Bobo** **Ms. Brenda**	Y	*3725 95th St* *Lubbock, TX 79423*	*TTUHSC School of Allied Health Science* *3601 4th St, Stop 6284* *Lubbock, TX 79430*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/26/2012-04/01/2014	*N*
Email: Brenda.Bobo@ttuhsc.edu	Y	*8067928031*	*8067433220*	*Fax:*	*8067433249*	
Chair Animail Welfare Rep. **Brewer** **Ms. Jane**	Y	*2325 38th Street* *Lubbock, TX 79412*	*Acres North Vet Hospital* *5205 13th Street* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/26/2012-04/01/2014	*Y*
Email:	Y	*8067773580*	*8067932863*	*Fax:*	*8067920801*	
Vice Chair Licensed Veterinarian **Clark** **Dr. Ronda**	Y	*6802 Hyden Avenue* *Lubbock, TX 79424*	*Acres North Vet Hospital* *5205 13th Street* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	04/01/2013-04/01/2015 04/01/2011-04/01/2013	*N*
Email: capstonecsirns@yahoo.com	Y	*8067981185*	*8067932863* *capstonecsirns@yahoo.com*	*Fax:*	*8067320801*	
Member Animail Welfare Rep. **Cunningham** **Dr. Eric**	N	*5906 101st St* *Lubbock, Texas 79424*	*Live Oak Animal Hospital* *5214 98th St.* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016	*Y*
Email: redraidervet@yahoo.com	N	*(806) 445-3957*	*(806) 794-9000* *liveoaklubbock@att.net*	*Fax:*	*(806) 794-9001*	
Member Citizen **Preston** **Dr. Lane**	Y	*5204 80th Street* *Lubbock, TX 79424*		*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/01/2012-04/01/2014 09/08/2011-04/01/2012	*N*
Email:	Y	*8067944118*		*Fax:*		
Member City Official **Riemath** **Ms. Kia**	N	*8509 N FM 789* *Lorenzo, TX 79343*	*City of Lubbock Animal Services Department* *3323 SE Loop 289* *Lubbock, TX 79404*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016 04/01/2012-04/01/2014	*N*
Email: kriemath@mylubbock.us	N N	*8067774224* *8067774224*	*8067752712* *kriemath@mylubbock.us*	*Fax:*	*8067752717*	
Member Citizen **Tatum** **Ms. Melanie**	Y	*5412 9th Street* *Lubbock, TX 79416*	*Texas Tech University* *3301 Physical Plant Dr* *Lubbock, TX 79416*	*Curr:* *2nd:* *1st:*	04/24/2014-04/01/2016	*Y*
Email: mst39@hotmail.com	Y	*(806) 795-7096*		*Fax:*		
Member Animal Shelter Employee **Torres** **Mr. George**	Y	*2218 93rd Place* *Lubbock, TX 79423*	*City of Lubbock* *102 Municipal Drive* *Lubbock, TX 79403*	*Curr:* *2nd:* *1st:*	04/01/2013-04/01/2015 09/08/2011-04/01/2013	*N*
Email: gtorres@mylubbock.us	Y	*8067481826*	*8067752002* *gtorres@mylubbock.us*	*Fax:*		
Member Citizen **Young** **Mr. Bill**	N	*4423-110th Unit #38* *Lubbock, Texas 79424*	*Westar Commercial Realty, LLC* *4415-71st, Ste. 12* *Lubbock, Texas 79424*	*Curr:* *2nd:* *1st:*	04/01/2014-04/01/2016	*Y*

Committee #	*32*	*Animal Services Advisory Board*	*Perm/Temp Board:*	**P**

	Confidential	***Home***	***Business***		*Reappt Elig.*
Email:	N	***(806) 698-9263***	***(806) 797-3231***	***Fax:*** ***(806) 793-2130***	
byoung9478@lubbockwestar.com	N	***(806) 470-8318***	***byoung9478@lubbockwestar.com***		

PUBLIC TRANSIT ADVISORY BOARD

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	50.0% (4)
Hispanic	32.6%	27.6%	9.8%	12.5% (1)
African-American	8.7%	7.4%	8.3%	25.0% (2)
Other	3.7%	4.0%	3.3%	12.5% (1)
GENDER				
Male	48.5%	47.0%	72.6%	75.0% (6)
Female	51.5%	53.0%	27.4%	25.0% (2)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	17.3%	8.3%	12.5% (1)
District 2	16.4%	15.2%	4.8%	25.0% (2)
District 3	16.3%	16.6%	12.5%	12.5% (1)
District 4	17.0%	16.7%	19.6%	25.0% (2)
District 5	16.7%	17.8%	34.0%	25.0% (2)
District 6	17.3%	16.4%	18.2%	0.0% (0)
Other/Unknown	0.0%	0.0%	2.6%	0.0% (0)

PURPOSE:
Studies routes and fares, and promotes the use of Citibus, a public transit service managed by McDonald Transit Associates, Inc., under a contract with the City.

QUALIFICATIONS: Members appointed shall be residents of Lubbock at the time of their appointment and during their term of office.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Bennett, Bryan (M,A,5)	57%	Y	Replace
Gonzales, Julio (M,H,3)	71%	Y	Reappoint
Jacobus, Jay (M,A,5)	86%	Y	Reappoint

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To replace Bryan Bennett:
Maine Jones (F,A,5) Peoples Bank

To reappoint Julio Gonzales and Jay Jacobus

City of Lubbock
Board and Commision Recruiting Database

Updated: 4/20/2015

Public Transit Advisory Board

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
03/01/2008	Baker	Robert	M	A	50-59	ICU Nurse	Lubbock Heart Hospital	4
09/09/2014	Cowan	Stephen	M	A	60+	retired/disabled		3
09/09/2014	Gatteys	Jim	M	A	60+			1
08/04/2011	Kotal	Clinton	M	A	18-29	Self Employed	KN Construction Group	4
03/07/2008	Lunsford	Jeremy	M	A			LNG Productions Inc.	3
05/13/2008	Preston	Brent	M	A	18-29		1800JunkMax, RE Broker	4
08/22/2006	Stephenson	Marion	M	A	40-49		Jake's Sports Bar	5
Second Preference								
11/01/2006	Huerta	Luis	M	H	40-49	Life Insurance Sales	AFLAC	5
02/08/2010	Tidwell	Joseph	M	A	18-29	Project Manager	Tao Development Group	3
Third Preference								
06/16/2014	Dickson	Mary	F	A	50-59	Deafness Resource Specialist	LIFE RUN Center	4
10/09/2009	Grossi	Cary	M	A	30-39	Funeral Director / General Manager	Resthaven Funeral Home - Memorial Park	5
03/01/2008	Hester	Steve	M	A	50-59	Forms Manufacturing	Caprock Business Forms	5
11/01/2010	Jordan	Carolyn	F	A	60+	Pastor	Christ United Methodist Church	5
07/01/2005	Trombley	Trudy	F	A	60+		Retired Educator	5
09/01/2013	Walline	Barbara	F	A			Retired	2
Fourth Preference								
11/01/2005	Campbell	Jesse	M	A	40-49	Account Executive Service Sales	Johnson Controls, Inc	4
06/01/2012	Coke	Christopher	M	A	40-49		American State Bank	3
Fifith Preference								
Sixth Preference								
03/05/2008	Jones	Maine	F	A	18-29	HR Officer	Peoples Bank	5

Committee #	*24*	*Public Transit Advisory Board*	*Perm/Temp Board:*	**P**

	Confidential	***Home***	***Business***			*Reappt Elig.*
Member Citizen **Bennett** **Mr. Bryan**	N	***6916 Fulton Ave Lubbock, TX 79424***	***Caraway, McMahon & Co 7822 Orlando Lubbock, TX 79424***	*Curr:* *2nd:* *1st:*	**06/01/2012-06/01/2015** **06/01/2009-06/01/2012**	***Y***
Email: bbennett@cmcllp.com	N	***8067981181***	***8067950470 bbennett@cmcllp.com***	*Fax:*	***8067927491***	
Member Citizen **Brink** **Ms. Pamela**	N	***2707 54th Street Lubbock, TX 79413***	***Associated Author & Editors 2301 Broadway Lubbock, TX 79401***	*Curr:* *2nd:* *1st:*	**04/24/2014-06/01/2016**	***Y***
Email: aae1@nts-online.net	Y	***8067930899***	***8067479200 aae1@nts-online.net***	*Fax:*	***8067443030***	
Member Citizen **Gonzales** **Mr. Julio**	N	***3610 42nd Street Lubbock, TX 79413***		*Curr:* *2nd:* *1st:*	**06/01/2012-06/01/2015**	***Y***
Email:	N	***8062412923***	***8067122000***	*Fax:*		
Chair Citizen **Jacobus** **Mr. Jay**	Y	***6811 Rochester Avenue Lubbock, TX 79424***	***Scarborough Specialties 10501 Indiana Avenue Lubbock, TX 79423***	*Curr:* *2nd:* *1st:*	**06/01/2012-06/01/2015** **01/27/2011-06/01/2012** **06/01/2007-06/01/2010**	***Y***
Email: jay@scarspec.som	N	***8067950473***	***8067929925 jay@scarspec.som***	*Fax:*	***8067929927***	
Member Citizen **Jefferson** **Ms. Margie**	N	***1906 58th Street Lubbock, TX 79412***	***Durham School Services 5501 MLK Blvd. Lubbock, TX 79410***	*Curr:* *2nd:* *1st:*	**06/01/2013-06/01/2016** **10/13/2011-06/01/2013**	***Y***
Email: margie_jefferson@yahoo.com	N	***8065445880***	***8067661616 margie_jefferson@yahoo.com***	*Fax:*		
Member Citizen **Patterson** **Mr. T.J.**	N	***2405 Globe Avenue Lubbock, TX 79404***	***Southwest Digest 902 E. 28th Street Lubbock, TX 79404***	*Curr:* *2nd:* *1st:*	**06/01/2013-06/01/2016** **01/26/2012-06/01/2013**	***Y***
Email: swdigest@sbcglobal.net	N	***8067449714***	***8067623612 swdigest@sbcglobal.net***	*Fax:*	***8067624605***	
Vice Chair Citizen **Spears** **Mr. David**	N	***3805 69th Street Lubbock, TX 79413***		*Curr:* *2nd:* *1st:*	**06/01/2014-06/01/2017** **06/01/2011-06/01/2014** **11/10/2000-11/10/2003**	***N***
Email: dhspears@suddenlink.net	N	***8067993593***	***8065436136***	*Fax:*		
Member Ex-Officio **Young** **Mr. Reed**	N	***2406 30th Street Lubbock, TX 79411***		*Curr:* *2nd:* *1st:*	**11/16/2013-11/16/2016**	***N***
Email:	N	***3253704311***		*Fax:*		

VETERANS ADVISORY COMMITTEE

	Lubbock Population	Lubbock Adult Population	All City Boards	This Board
ETHNICITY				
Anglo	55.0%	61.0%	78.6%	76.9% (10)
Hispanic	32.6%	27.6%	9.8%	15.4% (2)
African-American	8.7%	7.4%	8.3%	7.7% (1)
Other	3.7%	4.0%	3.3%	0.0% (0)
GENDER				
Male	48.5%	47.0%	72.6%	69.2% (9)
Female	51.5%	53.0%	27.4%	30.8% (4)
GEOGRAPHIC DISTRIBUTION				
District 1	16.1%	17.3%	8.3%	0.0% (0)
District 2	16.4%	15.2%	4.8%	0.0% (0)
District 3	16.3%	16.6%	12.5%	23.1% (3)
District 4	17.0%	16.7%	19.6%	30.8% (4)
District 5	16.7%	17.8%	34.0%	30.8% (4)
District 6	17.3%	16.4%	18.2%	7.7% (1)
Other/Unknown	0.0%	0.0%	2.6%	7.7% (1)

PURPOSE:
The Veterans Advisory Committee shall study, and report back, on a continuing basis, to the City Council a summary of, and recommendations regarding, any benefits, services, and assistance available to veterans in the city of Lubbock. The Committee shall also make recommendations to the City Council for potential partnerships and improved points of contact and outreach efforts to coordinate, enhance, and improve the delivery of existing and available benefits, services, and assistance to eligible veterans.

QUALIFICATIONS: Members appointed shall be residents of Lubbock.

APPOINTMENT INFORMATION:

Member Name & Demographic Facts	Attend	Eligible	Action
Farmer, Drue (F,A,4)	36%	Y	Reappoint
Humphries, Holle (F,A,3)	N/A	N/A	Replace
Maxner, Stephen (M,A,4)	82%	Y	Reappoint
Plata, Carlos (M,H,5)	N/A	N/A	Replace
Presley, Steven (M,A,6)	55%	Y	Reappoint
Van Dusen, Ryan (M,A,3)	N/A	N/A	Replace

APPOINTMENTS ADVISORY BOARD RECOMMENDATIONS:
To reappoint Drue Farmer, Stephen Maxner, and Steven Presley

VETERANS ADVISORY COMMITTEE – CONTINUED

To replace Holle Humphries, Carlos Plata, and Ryan Van Dusen:

Anthony Capwell (M,O,4) Caprock Conservatives
Jesse Jalomo (M,H,5) Texas Tech University
Stevie Poole (F,A,5) Lubbock Chamber of Commerce

City of Lubbock
Board and Commision Recruiting Database

Updated: 4/22/2015

Veterans Advisory Committee

Date Updated	Last Name	First Name	Gender M/F	Ethnicity A,H,AA,O	Age	Occupation	Business	District
First Preference								
01/15/2015	Capwell	Anthony	M		40-49	CEO	Caprock Conservatives	4
04/22/2014	Gorrall	Britt	F	A	18-29	Research Assistant	IMMAP Texas Tech University	1
08/16/2013	Jalomo	Jesse	M	H	40-49		Texas Tech University	5
04/10/2014	Price	Jerry	M		60+	Retired		4
04/09/2014	Wood	Bobby	M	A	60+	Semi-retired		5
Second Preference								
07/19/2014	Harris	Matthew	M	A	30-39	Attorney	Matthew Harris Law, PLLC	6
Third Preference								
12/15/2014	Poole	Stevie	F	A	18-29	Government and Community Relations Specialist	Lubbock Chamber of Commerce	5
01/06/2015	Syma	Carrye	F	A	30-39	Associate Librarian	Texas Tech University	4
Fourth Preference								
02/03/2015	Dial	Reggie	M	AA	30-39	Program Manager	(806) 747-5937	4
Fifith Preference								
06/03/2014	Stinson	Karl	M	A	60+	Retired		5
Sixth Preference								

Committee # 72	*Veterans Advisory Committee*	*Perm/Temp Board:* P

	Confidential	Home	Business			Reappt Elig.
Member **Beaty** **Mr. Leslie**	Y	*5602 138th Street* *Lubbock, TX 79424*	*Self Employed* *5602 138th Street* *Lubbock, TX 79424*	*Curr:* *2nd:* *1st:*	04/10/2014-04/10/2016	*Y*
Email: NoActiveEmail@user.com	Y N	*(806) 794-7130* *(806) 543-6612*	*(806) 543-6612*	*Fax:*		
Member **Farmer** Judg **Ms. Drue**	N	*4104 87th Street* *Lubbock, Texas 79423*	*Lubbock County* *P.O. Box 1056* *Lubbock, Texas 79408*	*Curr:* *2nd:* *1st:*	04/10/2014-04/10/2015	*Y*
Email: dfarmer57@yahoo.com	N	*8065775998*	*(806) 775-1301* *dfarmer57@co.lubbock.tx.us*	*Fax:*	*(806) 775-1665*	
Member **Humphries** **Dr. Holle**	Y	*3008 26th Street* *Lubbock, TX 79410*	*,*	*Curr:* *2nd:* *1st:*	04/10/2014-04/10/2015	*Y*
Email: holle_h@att.net	Y N	*(806) 796-2507* *(806) 252-8667*	*holle_h@att.net*	*Fax:*		
Chair **Lewis** **Mr. David**	Y	*5307 CR 7560* *Lubbock, TX 79424*	*Veterans Resource Coordination Group* *2701 81st St* *Lubbock, TX 79423*	*Curr:* *2nd:* *1st:*	04/10/2014-04/10/2016	*Y*
Email: dave.lewis@ttu.edu	Y	*(806) 408-0094*	*(806) 470-9317* *dlewis@starcarelubbock.org*	*Fax:*		
Member **Lops** **Mr. Reynald**	N	*5301 Chicago Avenue, Apt 6201* *Lubbock, Texas 79414*	*U.S. Small Business Administration* *1205 Texas Avenue, Suite 408* *Lubbock, Texas 79401*	*Curr:* *2nd:* *1st:*	04/10/2014-04/10/2016	*Y*
Email: pricerr@outlook.com	N N	*(575) 791-1604* *(575) 791-1604*	*(806) 472-7462* *reynald.lops@sba.gov*	*Fax:*	*(202) 481-0306*	
Member **Maxner** **Dr. Stephen**	Y	*2101 82nd Street, Apt 801* *Lubbock, TX 79423*	*Vietnam Center and Archive, Texas Tech University* *PO Box 41045* *Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	04/10/2014-04/10/2015	*Y*
Email: stevemaxner@gmail.com	Y Y	*(806) 773-8105* *(806) 773-8105*	*(806) 834-2621* *steve.maxner@ttu.edu*	*Fax:*		
Member **Mistrot** **Mr. Todd**	N	*5321 S. Loop 289 Apt 506* *Lubbock, Texas 79424*	*Texas Tech University* *2500 Broadway* *Lubbock, Texas 79409*	*Curr:* *2nd:* *1st:*	09/25/2014-04/10/2016	*Y*
Email: todd.mistrot@ttu.edu	N	*(662) 251-7111*		*Fax:*		
Member **Ortiz** Jr **Mr. Luciano**	Y	*4016 125th Street* *Lubbock, Texas 79423*	*Self Employed* *4016 125th Street* *Lubbock, Texas 79423*	*Curr:* *2nd:* *1st:*	04/10/2014-04/10/2016	*Y*
Email: lortiz171@gmail.com	N N	*(703) 399-5620* *(703) 399-5620*	*(703) 399-5620*	*Fax:*		

Committee # 72	*Veterans Advisory Committee*	*Perm/Temp Board:* P

	Confidential	Home	Business			Reappt Elig.
Member **Plata** **Jr.** **Mr. Carlos**	Y	*4425 82nd Street, #1101 Lubbock, TX 79424*	*Department of Veterans Affairs, VHA 6104 Ave. Q, South Drive Lubbock, TX 79412*	*Curr:* *2nd:* *1st:*	04/10/2014-04/10/2015	*Y*
Email: carlos.platajr@va.gov	Y Y	*(806) 702-8489 (806) 300-5756*	*(806) 472-3445 carlos.platajr@va.gov*	*Fax:*	*(806) 472-3482*	
Member **Presley** **Dr. Steven**	Y	*4612 10th Street Lubbock, TX 79416*	*Texas Tech University Box 41163 Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	04/10/2014-04/10/2015	*Y*
Email: steve.presley@ttu.edu	Y	*(806) 785-2527*	*8068850236 steve.presley@ttu.edu*	*Fax:*		
Member **Sobel** **Dr. Annette**	N	*3003 19 Street lubbock, Texas 79410*	*TTU 3601 4th street, MS 8143 lubbock, texas 79410*	*Curr:* *2nd:* *1st:*	04/10/2014-04/10/2016	*Y*
Email: annette.sobel@ttu.edu	N N	*(806) 317-1733 (575) 621-4284*	*(806) 742-3904 annette.sobel@ttu.edu*	*Fax:*		
Member **Van Dusen** **Dr. Ryan**	Y	*2710 29th Street Lubbock, TX 79410*	*Military & Veterans Programs Texas Tech University Lubbock, TX 79409*	*Curr:* *2nd:* *1st:*	04/10/2014-04/10/2015	*Y*
Email: ryan.van-dusen@ttu.edu	Y N	*(806) 834-6457 (806) 283-2857*	*(806) 834-6457 ryan.van-dusen@ttu.edu*	*Fax:*		
Vice Chair **West** **Dr. Heather**	Y	*3904 100th Street Lubbock, Texas 79423*	*Heather West PhD, Counseling Services 2032 82nd Street Lubbock, Texas 79423*	*Curr:* *2nd:* *1st:*	04/10/2014-04/10/2016	*Y*
Email: HCWest122@gmail.com	N N	*(806) 620-9007 (806) 620-9007*	*(806) 620-9007 HCWest122@gmail.com*	*Fax:*	*(806) 386-3911*	

City of
Lubbock
TEXAS

City of Lubbock, Texas
Contract & Procurement Related Agenda Items

The City Council has statutory obligations when awarding contracts and contract amendments. The following is provided to assist elected officials when considering contract and procurement related agenda items:

- There exists the general concept that the taxpaying public should receive the best price possible for purchases in the interest of the public good, and that the government should maximize, to the fullest extent practicable, the purchasing value of public funds. McQuillin Municipal Corporations, 3rd Ed.
- During the period between offer submission date and the contract award, offerors, including their agents and representatives, may not discuss or promote their offer with any member of the Lubbock City Council or City staff except upon the request of the Purchasing Department in the course of city-sponsored inquiries, briefings, interviews, or presentations. The provision is not meant to preclude offerors from discussing other matters with City Council members or City staff. The policy is intended to place all offerors upon the same plane of equality, assure that contract decisions are made in public, and to protect the integrity of the bid process. Its purpose is to stimulate competition, prevent favoritism and secure the best work and materials at the lowest practicable price, for the best interests and benefit of the taxpayers and property owners. Sterrett v. Bell, 240 S.W.2d 516, 520 (Tex. Civ. App. – Dallas 1951, no writ)
- Elected officials and employees are prohibited from participating in the profits of a City contract or having an interest in a sale to the City. §1, Art. IX, Sec. 4, City Charter
- Bids from bidders who reside in states that grant resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder. §2252.002, Texas Govt Code
- Architectural, engineering, and land surveying service providers are prohibited from submitting bids or cost proposals. The City selects the most highly qualified provider of services based on demonstrated competence and qualifications through a Request for Qualifications process; and then attempts to negotiate with that provider a contract at a fair and reasonable price. §2254.004, Texas Govt Code
- The total contract price caused by change orders may not increase more than 25%, and the total price may not be decreased by more than 25% without the consent of the contractor. §252.048, Texas Local Govt Code
- Proposals are opened in a manner that avoids disclosure of the contents to competing offerors and keeps the proposals secret during negotiations. §252.049, Texas Local Govt Code
- Participating in purchasing cooperatives with other local governments and cooperative purchasing organizations satisfies state law requiring the City to solicit competitive bids. §271.102, Texas Local Govt Code
- If the City receives two or more low bids that are identical, the selection of the winner is made be by the casting of lots. If only one of the bidders submitting identical bids is a resident of the City, that bidder will receive the award. §271.901, Texas Local Govt Code
- If the City receives a bid for personal property not affixed to real property, or services, from a resident bidder whose principal place of business is within Lubbock city limits and whose bid is within 5% of the lowest bid received from a bidder whose principal place of business is not within Lubbock city limits, the City may enter into a contract for an expenditure of less than $100,000 with the lowest bidder or the resident bidder if Council determines that the resident bidder offers the City the best combination of contract price and additional economic development opportunities for the City. §271.9051, Texas Local Govt Code
- If there is a conflict between the City's policies and procedures and a state law, or a rule adopted under a state law, the stricter of the two provisions prevails.

Ethics - The City subscribes to National Institute of Governmental Purchasing Code of Ethics. City Charter, Ch. 1, Art. IX, prohibits City Council members, officers, or employees, from having an interest in profits/emoluments of a contract, job, work, or service to the City.

Purchasing Thresholds - Methods for procurement vary depending upon the nature of the procurement, the dollar amount, and the type of vendor will be used. Flexibility in making small buys within a particular dollar range is allowed for efficiency purposes and minimal paperwork. Intermediate ranges in between the smallest procurements (micro purchases) to publicly announced procurements (large purchases) usually allow limited competition and abbreviated paperwork to promote efficiency. Large procurements are publicly announced and vendors are required to respond with written and signed proposals/bids. Tex. Local Govt. Code (LGC) §271.102 and 103 waive the requirement for quotes or bids/proposals if an opportunity to piggy-back another governmental entity's competitive bid is available.

Goods and Services	Approval Authority	Procurement Method	Legal Authority
Up to $500	Using department	No quotes required	City Procurement Policy
$501 – 2,500	Using department	Verbal quotes/proposals, electronic bids	City Procurement Policy
$2,501 – 50,000	City Manager	Written quotes/proposals, electronic bids	LGC §252.0215
More than $50,000	City Council	Written bids/proposals, electronic bids	LGC §252.021, 024, 041, 0415, 042, 043,
Professional Services			
Up to $50,000	City Manager	Written proposals	GC §2254.003
More than $50,000	City Council	Written proposals	GC §2254.003
Architectural/Engineering Services			
Up to $50,000	City Manager	Rotation list	GC §2254.004
More than $50,000	City Council	Statement of qualifications	GC §2254.004
Construction			
Up to $50,000	City Manager	Written quotes/proposals	LGC §252.0215
More than $50,000	City Council	Written quotes/proposals	LGC §252.021, 0215, 043, 0435
Emergencies			
Up to $50,000	City Manager	Verbal or written quotes	City Procurement Policy
More than $50,000	City Council	Verbal or written quotes	LGC §252.022
Interlocal/Real Property			
Any amount	City Council	Negotiated	LGC §252.022, 050 and §272
Change Orders/Amendments			
Up to $50,000	City Manager	Negotiated	LGC §252.048
More than $50,000	City Council	Negotiated	LGC §252.048

Public Notice - For contracts involving an expenditure greater than $50,000, LGC §252 requires the City to publish bid notices in a local newspaper once a week for two consecutive weeks. The date of the first publication is before the 14th day before the date set to open the bid. Bids are posted on the Internet, and potential bidders contacted via E-mail.

Public Works Construction – Pursuant to LGC §271, the City uses the following delivery methods for construction of public works:

- Competitive bidding
- Competitive sealed proposals
- Design-build
- Construction manager
- Job order contract

Tex. Govt. Code (GC) §2253.021 and LGC §2267 require payment bonds for public works contracts more than $50,000 and performance bonds for public works contracts more than $100,000. The City requires a 5% bid bond for public works contracts.

Bidders are required to comply with GC §2258 with respect to payment of prevailing wage rates.

The City may contract with a developer of a subdivision or land for the developer to construct public improvements, excluding a building, provided the City's participation in the cost does not exceed 30%. LGC §212.072

Professional Services - Professional services require specialized skill, training and expertise, use of professional judgment/discretion, and/or a high degree of creativity, and often involve a relationship of personal trust and confidence, and different procurement processes are available, as such.

Generally, the competitive sealed proposal procedure is used to solicit proposals, including price, and to procure professional services.

GC §2254.004 requires that the City use a two-step procedure for procuring architectural, engineering, or surveying services. The most highly qualified provider is first selected on the basis of competence and qualifications, excluding price, and then a contract with the selected provider is negotiated at a fair and reasonable price.

Emergency Purchases - An emergency purchase more than $25,000 that results from the occurrence of a natural disaster, public calamity, or that might lead to impairment of the health, safety or welfare of the public if not immediately addressed is authorized by the City Manager and ratified by City Council. LGC §252.022(a)(2)

Sole Source Purchases - Sole source purchases are made when functional requirements of the City can only be satisfied by only one source involving patents, copyrights, secret processes or natural monopolies. LGC §252.022(a)(7)(A)

Local Preference - If the City receives a bid less than $100,000 from a local bidder whose bid is within 5% of the lowest bid received from a non-local bidder, LGC §271.9051 allows the City to contract with the lowest bidder, or the local bidder if Council determines that the local bidder offers the City the best combination of contract price and additional economic development opportunities.

GC §2252.002 requires that bids from bidders who reside in states that grant a resident bidder preference for that state's purchases are reciprocated in the same manner when bidding against a Texas bidder.

Consideration and Award of Bid or Proposal Requests

From *2008 Texas Municipal Procurement Laws Made Easy*, Texas Attorney General

Can a city adopt additional criteria regarding the qualifications of potential bidders?

Prior to 2001, a city could adopt additional criteria regarding the qualifications of bidders only if such criteria had a definite, objective relationship to matters of quality and competence. For example, prior rulings have allowed a city to consider such criteria as a bidder's experience, manpower, equipment, financial resources, business judgment, ability, efficiency, reliability, reputation, facilities, capacity to perform the work required, and likely supervisory requirements. A city may even consider the bidder's performance on similar contracts and the quality of the goods and services provided.

However, the city must be able to relate the criteria to matters of quality and competence of that specific bidder. For example, the Attorney General concluded that a school district could not adopt policies that judge a bidder based on the bidder's participation in voluntary school programs, the amount of local salaries, wages and taxes paid by the bidder, or the number of local jobs created by the bidder, etc. These criteria did not involve the quality or competence of the work the bidder would perform.

Legislation in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

If no such additional criteria are spelled out in the bid specifications, state law only allows the city to award the contract to the lowest responsible bidder if using competitive bidding.

Can the city take into account the safety record of the bidder in making the award?

When awarding a contract using traditional competitive bidding, the city may only consider a bidder's safety record in regards to the bidder's "responsiveness" if notice has been given that such a criteria is relevant. Specifically, the governing body must have adopted a written definition and criteria for assessing the bidder's safety record, and must have given notice in the bid specifications that the safety record will be considered. Of course, any decision that the city makes must not be arbitrary or capricious.

What options does a city have if the lowest bidder has a prior history of poor performance?

Prior to 2001, a city arguably had two options when faced with a low bidder who had a prior history of poor performance. First, Chapter 252 states that a city may choose to reject any or all of the bids. If all of the bids are rejected, the city can start the bidding process over. This is probably the safest method to use

if the city has not made it clear in the bid specifications that a bidder's prior performance on similar contracts would be a factor in awarding the bid. The city then has an opportunity to include such a requirement in its subsequent bid specifications. Second, some legal analysts argued that a city could individually reject a low bidder who has a poor work history. This theory is based on the argument that the low bidder with such a history would not be considered a "responsible" bidder due to the prior history of poor performance.

Legislation passed in 2001 modified the ability of cities to include various factors in awarding a contract. Under current law, if the city wishes to consider additional criteria, the city's bid specifications should clearly specify the various criteria that will be considered. When using additional criteria for competitive bidding, the contract must be awarded to the lowest responsible bidder or to the bidder who provides goods or services at the "best value" for the city using the following criteria:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the municipality's needs;
- the bidder's past relationship with the municipality;
- the impact on the ability of the municipality to comply with laws and rules relating to contracting with historically underutilized businesses and nonprofit organizations employing persons with disabilities;
- the total long-term cost to the municipality to acquire the bidder's goods or services; and
- any relevant criteria specifically listed in the request for bids or proposals.

Again, the best practice is to clearly indicate in the city's specifications that a bidder's prior performance on similar contracts may be considered in evaluating the bids.

What options does the city have if the city receives no bids in response to a request?

If competitive bids or proposals are required by Chapter 252 of the Local Government Code, there is no exception which would allow the city to avoid the statutory requirements due to a lack of bids. If a city receives no response to a request, the city must either re-advertise or decide not to undertake the contract.

What options does the city have if the city receives only one bid or proposal in response to a bid request?

If a city receives only one bid or proposal in response to its request, the city may accept the bid or proposal received, reject the bid or proposal and re-advertise, or reject the bid or proposal and decide not to undertake the project.

May competitive bids be rejected by a city staff member or must the city council decide which bids to reject?

State law provides that the governing body of the city may reject any and all bids. There is no provision that would allow the delegation of this decision to city staff. However, in certain cities the city staff will open the bids and provide a recommendation to the city council on whether the bid is responsive to the bid request and whether it should be accepted as the lowest responsible bid.

What is the general procedure for awarding a contract pursuant to competitive bidding?

First, bids must be publicly opened and the bid amounts read aloud at the time and place specified in the bid notice. The city council must then award the contract to the lowest responsible bidder or (if previously

noticed) the bidder that provides that best value to the city. In the alternative, the city may reject all bids. Once a bid has been opened, it may not be changed to correct minor errors in the bid price. However, under certain circumstances, a bidder may be able to withdraw a bid if it contains a substantial mistake that would cause a great hardship if enforced against the bidder.

What is the general procedure for awarding a contract pursuant to competitive sealed proposals?

If a city decides to use the competitive proposal procedures, it must first give notice of the request for proposals in the same manner as required for competitive bids. Generally, this means that the city must publish at least two newspaper notices of the time and place at which the proposals will be opened. These notices must be published at least once a week for two consecutive weeks, and the first notice must be published more than 14 days before the date set for opening the proposals. Requests for proposals must also solicit quotations and specify the relative importance of price and other evaluation factors.

Once proposals have been submitted, the city may conduct discussions with the offeror or offerors whom the city determines to be reasonably qualified for the award of the contract. Such discussions must comply with the request for proposals and with the regulations set by the city council. To obtain the best offers, the city may allow the submission of revisions after proposals are submitted and before the award of the contract. All offerors must be treated fairly and equally with respect to any opportunity for discussion and revision of the proposals.

In the end, the contract must be awarded to the offeror whose proposal is determined to be the most advantageous to the city. The city is to determine which proposal is the most advantageous based on the relative importance of price and the other evaluation factors included in the request for proposals.

Is information contained in a bid or proposal confidential under the Public Information Act?

Section 552.104 of the Government Code provides as follows:

(a) Information is excepted from the requirements of Section 552.021 if it is information that, if released, would give advantage to a competitor or bidder.

(b) The requirement of Section 552.022 that a category of information listed under Section 552.022(a) is public information and not excepted from required disclosure under this chapter unless expressly confidential under law does not apply to information that is excepted from required disclosure under this section.

The purpose of section 552.104(a) is to protect the interests of a governmental body in situations such as competitive bidding and requests for proposals, where the governmental body may wish to withhold information in order to obtain more favorable offers. Significantly, it is not designed to protect the interests of private parties that submit information such as bids and proposals to governmental bodies. Because section 552.104(a) protects only the interests of governmental bodies, it is an exception that a governmental body may waive by, for example, disclosing the information to the public or failing to raise the exception within the ten-day deadline.

Generally, section 552.104(a) protects information from public disclosure if the governmental body demonstrates potential harm to its interests in a particular competitive situation. A general allegation of a remote possibility of harm is not sufficient to invoke section 552.104(a). Section 552.104(a) is frequently raised to protect information submitted to a governmental body in response to a competitive bidding notice or request for proposals. In this context, the protection of section 552.104(a) is temporal in nature. Generally, section 552.104(a) does not except bids from public disclosure after bidding is completed and the contract has been executed. However, bids may continue to be withheld from public disclosure during the period in which the governmental body seeks to clarify bids and bidders remain at liberty to furnish additional information. Section 552.104(a) does not apply when a single individual or entity is seeking a contract as there are no “competitors” for that contract. Note that even when section 552.104(a) does not

protect bids from required public disclosure, section 552.110 will require the governmental body to withhold any portions of those bids that contain trade secrets or other commercial or financial information that is made confidential by law.

In addition to protecting the actual bid proposals, section 552.104(a) may protect information related to the bidding process that is not part of a bid. Although early decisions of the attorney general concluded that section 552.104(a) does not protect the interests of governmental bodies when they engage in competition with private entities in the marketplace, this line of opinions has been reexamined. In Open Records Decision No. 593 (1991), the attorney general concluded that a governmental body may claim section 552.104(a) to withhold information to maintain its competitive advantage in the marketplace if the governmental body can demonstrate: (1) that it has specific marketplace interests and (2) the possibility of specific harm to these marketplace interests from the release of the requested information. A governmental body that demonstrates that section 552.104 applies to information may withhold that information even if it falls within one of the categories of information listed in section 552.022(a).

Is information within a bid request concerning historically underutilized businesses confidential?

In 1997, the Texas Legislature amended the Public Information Act to make confidential certain information about disadvantaged or historically underutilized businesses. General information about these businesses is confidential if it is submitted to a governmental body in connection with an application for certification as a historically underutilized or disadvantaged business. With two exceptions, this information may be disclosed only with the express written consent of the applicant or the applicant's agent.

Without such consent, this information may be disclosed to a state or local governmental entity for one of the following two purposes: (1) to verify an applicant's status as a historically underutilized or disadvantaged business; or (2) to conduct a study of public purchasing programs established under state law for historically underutilized or disadvantaged businesses.

It is important to note that this new law protects only the information submitted with an application for certification as a historically underutilized or disadvantaged business. The business's actual bid is subject to the same rules of disclosure as any other bid. Additionally, information submitted in connection with a specific proposed contractual relationship or within an application to be placed on a bidders' list would be accessible under usual open records provisions. Thus, this information may be accessible even though it involves data that would be confidential if it were contained in the entity's application for certification as a historically underutilized or disadvantaged business.

Must bidders be allowed to speak at a city council meeting to explain or defend their bids?

A bidder does not have any special right to speak at an open meeting of the city council. The Texas Attorney General has concluded that the Open Meetings Act does not give members of the public a right to speak at an open meeting. Further, if the city chooses to allow members of the public to speak at a council meeting, the council may make reasonable rules regulating the number of speakers on a particular subject and the length of each presentation. However, the city council should not discriminate between one speaker and another, and the rules should be applied equally to all members of the public. The only situation in which the city council may be required to allow members of the public to speak would be if state law requires a public hearing on an issue or if state law requires that public comment be allowed on a particular subject.

However, there is no such public hearing or comment requirement that is applicable to competitive bidding issues.