

**City of Lubbock, Texas
Regular City Council Meeting
Thursday, July 9, 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
Latrell Joy, Councilwoman, District 6



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

<http://www.mylubbock.us>

City Council Chambers, 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 to consider items 1.-1.1. At the completion of the work session, City Council recesses into executive session to consider items 2.-2.2.3.

5:15 p.m. -- City Council reconvenes in open session to consider items 3.-7.8.

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 item. Action may be taken on a Work Session item if the item indicates to the public the action to be taken.**
1. 1. Presentation and discussion of the Proposed FY 2015-16 Operating Budget and Capital Program; and discuss all funds and operations of the City.
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.
2. 1. 1. Travis D. Parkinson v. Mike Kemp, In His Official Capacity as Chief of Lubbock Fire Rescue Cause No. 2015-516,170; 99th District Court; Lubbock County, Texas.
2. 1. 2. Lubbock Police Department probationary officer selection procedure and practice.
2. 1. 3. Discuss Subchapter C of Chapter 552 of the Texas Local Government Code and any ordinances or resolutions adopted pursuant thereto.
2. 1. 4. Purchase Power Agreement
2. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.

- 2. 2. 1. City Attorney
- 2. 2. 2. City Manager
- 2. 2. 3. City Secretary

3. **Proclamations and Presentations**

- 3. 1. Invocation by Pastor Jason Atchley, Bacon Heights Baptist Church
- 3. 2. Pledges of Allegiance
- 3. 3. Presentation of a special recognition for the Red Hat Society.

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. May 19, 2015 Special City Council Meeting (Electric Utility Board)
June 5, 2015 Special City Council Meeting (Electric Utility Board)
June 11, 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 1st Reading - Finance:** Consider Budget Ordinance Amendment 27 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 Public Health Emergency Preparedness Grant; and the Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program Grant; providing for filing; and providing for a savings clause.
- 6. 2. **Resolution - Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Change Order 1 to Contract 12060 with Deerwood Construction, Inc. for Construction of the Downtown Redevelopment Underground Duct System Phase 2.

- 6. 3. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute a professional services contract with Freese & Nichols, Inc. (FNI) for final design on the Lake Alan Henry structures monitoring.
- 6. 4. **Resolution - Water Utilities:** Consider two resolutions authorizing the Mayor to execute contract 12413 with Designscares LLC, contract 12322 with Ground Effects and contract 12412 with Center Point for landscape maintenance services, ITB 15-12322-MA.
- 6. 5. **Resolution - Wastewater Utility:** Consider a resolution authorizing the Mayor to execute purchase contract 23103265 with J&L Equipment of Amarillo, Texas, for four submersible Flygt pumps.
- 6. 6. **Resolution - Civic Center:** Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 11366 between the City of Lubbock and Chapman Harvey Architects, Inc. for additional services for renovations to the Lubbock Memorial Civic Center.
- 6. 7. **Resolution - Civic Center:** Consider a resolution approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the first of two granting periods for the 2015 Cultural Arts Grant Program using Hotel Occupancy Tax funds allocated for FY 2014-15.
- 7. **Regular Agenda**
 - 7. 1. **Ordinance 1st Reading - Planning:** Consider an ordinance for a petitioned annexation from Trantham and Rich, LLC, CNS Realty, L.C., and Gary Bell to annex a parcel approximately 157.57 acres adjacent to the city limits south of 130th Street (FM 1585) east of University Avenue.
 - 7. 2. **Ordinance 1st reading - Planning:** Consider an ordinance for annexation of approximately 223 acres adjacent to the city limits north of East FM 1294 and east of Interstate 27, lying in Sections 37 and 38, Block D, L.&S.V.RR Survey and Section 36 Block A, Lubbock County.
 - 7. 3. **Resolution - Parks and Recreation:** Consider a resolution authorizing the City Manager, or his designee, to negotiate with Golf Hub of Lubbock for a license agreement to construct, maintain and operate a golf driving range and practice facility with concessions in McAlister Park.
 - 7. 4. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-00066 for Zone Case 916-C, a request of Jennifer Paz, for Stripes LLC, for a zoning change from C-2 and C-4 to C-3 on Tract E, Tract H, and the north 42.75 feet of Tract J, Wilshire Park Addition, 2530 Parkway Drive and 102 and 108 Cherry Avenue.
 - 7. 5. **Ordinance 2nd Reading – Planning:** Consider Ordinance 3003-00067 for Zone Case 3003-E, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from GO to A-1 on 1.5 acres of unplatted land out of Block AK, Section 21, south of 98th Street and east of Milwaukee Avenue.
 - 7. 6. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-00068 for Zone Case 3255-A, a request of Kay Pruitt, for Rusty Hendrick, for a zoning change from R-1 to M-1 Specific Use for professional offices and warehouse uses on 3.077 acres of unplatted land out of Block AK, Section 42, 7602 34th Street.

7. 7. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0069 for Zone Case 3257-A, a request of Burl Masters, for 1585 Development LLC, for a zoning change from T to A-2, C-3, GO, R-2, and R-1 Specific Use on 303.576 acres of unplatted land out of Block AK, Section 1, south of 130th Street, between Indiana Avenue and University Avenue.
7. 8. **Resolution - City Manager:** Consider a resolution approving and confirming the appointment of Jerry Brewer as Interim Police Chief of the City of Lubbock, said appointment having been made by the City Manager on June 26, 2015.

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
May 19, 2015
12:00 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 19th of May, 2015, at Lubbock Power & Light (LP&L), 1301 Broadway - Basement Conference Room A, Lubbock, Texas at 12:00 p.m.

12:03 P.M. CITY COUNCIL CONVENED

Lubbock Power & Light (LP&L), 1301 Broadway - Basement Conference Room A, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Jim Gerlt; Council Member Karen Gibson; Council Member Victor Hernandez; Council Member Latrelle Joy; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Council Member Jeff Griffith; Council Member Floyd Price

This was a meeting of the Electric Utility Board. A quorum of Council Members attended and participated in discussions during the meeting which the board considered the following topics as shown below.

Note: The Electric Utility Board addressed agenda items in the following order:

- *1.1; Executive Session; Public Comment; and 4.1-4.3.*
- *No quorum was present for all other items.*

1. MINUTES

- 1. 1.** The Board will approve the minutes from the regular Electric Utility Board Meeting on April 21, 2015.

Motion by Charles Dunn, seconded by Jane Henry to approve the minutes of April 21, 2015.

Vote: 8 - 0 Motion carried by the Board
Other: Drew Tucker (ABSENT)

Drew Tucker, an Electric Utility Board member, arrived in Executive Session.

2. **EXECUTIVE SESSION**

The meeting was called into a closed session at 12:05 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 2:01 p.m.

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code §551.086 on the following competitive matters of Lubbock Power & Light:
 2. 1. 1. Discuss generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.
 2. 1. 2. Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).
 2. 1. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements; risk management information and related services and strategies.
 2. 1. 4. Discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.
2. 2. Hold an executive session in accordance with V.T.C.A. Government Code §551.071 seeking the advice of legal counsel about pending or contemplated litigation or settlement offers and hold a consultation with the attorney on a matter in which the duty of the attorney under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas conflicts with Chapter 551 of the Texas Government Code (purchase power agreements, downtown redevelopment activities and personnel matters).

3. **PUBLIC COMMENT** This period, of up to thirty minutes, is dedicated to citizen comments. Each citizen will have three minutes to speak. All comments must be limited to only those items posted on the Electric Utility Board agenda. Any citizen wishing to speak shall sign up on the citizen comment sheet on the day of the Electric Utility Board Meeting. The Electric Utility Board shall follow the order of citizens wishing to speak as listed on the sign-up sheet. If everyone who signed up to speak has been given an opportunity to speak and the thirty minutes designated for citizen comment has not been exhausted, the Electric Utility Board may, at its discretion, open the floor to anyone else wishing to address the Electric Utility Board, subject to all the same procedures and guidelines.

No one appeared to speak.

4. **REGULAR AGENDA**

4. 1. Update/report by the Director of Electric Utilities regarding customer service, business center practices, procedures and policies, billing procedures, and LP&L staffing and performance.

David McCalla, Director of Electric Utilities/CEO for LP&L, gave comments and answered questions from the Board.

4. 2. Discuss financial and capital statements, financing options, audits, and financial policies of Lubbock Power & Light relating to debt issuance issues, reserve account funding, cost allocation, and revenue and expense projections of Lubbock Power & Light.

Andy Burcham, Chief Financial Officer for LP&L, gave a presentation and answered questions from the Board.

4. 3. Presentation and discussion on the preliminary Lubbock Power & Light Fiscal Year 2015-2016 Operating Budget and Capital Program.

Andy Burcham, Chief Financial Officer for LP&L, gave a presentation and answered questions from the Board.

***City Council lost quorum during this item.**

4. 4. Presentation and discussion on the preliminary Fiscal Year 2015-2016 Electric Rate/Tariff Schedule.

***This item was deleted.**

4. 5. Discuss and the Board will consider a resolution appointing an Electric Utility Board Member to the City of Lubbock's Audit and Investment Committee.

***This item was deleted.**

5. CONSENT AGENDA

5. 1. The Board will consider, and the Council may discuss, a resolution authorizing the Purchasing Manager to execute a purchase order, ITB# 7122-15-ELD, to HD Supply Power Solutions for LP&L 15 kV Pad Mounted Switch Gear.

***This item was deleted.**

5. 2. The Board will consider, and the Council may discuss, a resolution authorizing the Purchasing Manager to terminate the Professional Services Agreement, dated October 16, 2013 by & between Lubbock Power & Light and Burns & McDonnell Engineering Company Inc., RFQ # 7125-13-ELD, Professional Services for Transmission Design and Construction Oversight Consulting Services.

***This item was deleted.**

5. 3. The Board will consider, and the Council may discuss, a resolution rejecting all bids for ITB 7120-15-EUA, LP&L Parking Lot Repairs at the Lubbock Business Center.

***This item was deleted.**

2:52 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

*This item was discussed, by the Board, without a quorum of Council Members present.

**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
June 5, 2015
12:00 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 5th of June, 2015, at Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room, Lubbock, Texas at 12:00 p.m.

12:07 P.M. CITY COUNCIL CONVENED

Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room, Lubbock, Texas

Present: Mayor Glen C. Robertson; Mayor Pro Tem Jim Gerlt; Council Member Karen Gibson; Council Member Jeff Griffith; Council Member Victor Hernandez; Council Member Latrelle Joy; Deputy City Manager Quincy White; Deputy City Secretary Thomas Harris III; City Attorney Chad Weaver

Absent: Council Member Floyd Price

This was a meeting of the Electric Utility Board. A quorum of Council Members attended and participated in discussions during the meeting which the board considered the following topics as shown below.

Note: The Electric Utility Board addressed agenda items in the following order:

- *Executive Session*

1. EXECUTIVE SESSION

The meeting was called into a closed session at 12:07 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 1:40 p.m.

1. 1. Hold an executive session in accordance with V.T.C.A. Government Code §551.086 on the following competitive matters of Lubbock Power & Light:

1. 1. 1. Discuss generation unit specific fixed and variable costs, including forecasts of those costs, capital improvement plans for generation units, and generation unit operating characteristics and outage scheduling.

1. 1. 2. Discuss and deliberate proposals and strategies related to plans, studies, and analyses for system improvements, generation additions, or sales (other than transmission and distribution system improvements inside the service area for which LP&L is the sole certificated retail provider).
1. 1. 3. Discuss and deliberate bidding and pricing information for purchased power, generation and fuel; purchased power agreements, and related services and strategies.
1. 1. 4. Discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

1:40 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

6. 1.

Meeting Date: 07/09/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 27 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 Public Health Emergency Preparedness Grant; and the Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program Grant; providing for filing; and providing for a savings clause.

Item Summary

- I. Accept and appropriate \$253,711 from the Texas Department of State Health Services for the Public Health Emergency Preparedness Grant.
- II. Accept and appropriate \$235,528 from the Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program Grant.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

BA#27

Grant Detail Sheet - EM PHP

Grant Detail Sheet - CD CEAP

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 PUBLIC HEALTH EMERGENCY PREPAREDNESS GRANT; AND THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE COMPREHENSIVE ENERGY ASSISTANCE PROGRAM GRANT; 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 #27) for municipal purposes, as follows:

- I. Accept and appropriate \$253,711 from the Texas Department of State Health Services for the Public Health Emergency Preparedness Grant.
- II. Accept and appropriate \$235,528 from the Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program Grant.

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:

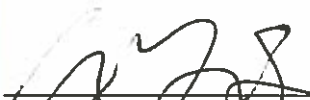
Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Assistant City Attorney

**City of Lubbock, TX
Grant Award
New Grant - Budget Detail
June 18, 2015**

Administrative Information:

City Assigned Grant Number:	81106
Grant Name:	<u>Public Health Emergency Preparedness</u>
Grant Effective Date:	<u>07/01/15 - 06/30/16</u>
Grant Provider/Agency:	<u>Texas Department of State Health Services</u>
Grant Award Amount:	<u>\$ 253,711</u>
Amount City Grant Match:	<u>25,371</u>
Funding Source of Grant Match:	<u>In-kind match</u>

Personnel Information:

Number of full-time positions funded w/grant 3

Title of Position	Annual Salary	Annual Benefits	Grant	General Fund
Public Health Emergency Preparedness Coordinator	\$ 53,388	24,790	78,178	-
Public Health Emergency Preparedness Nurse	55,197	25,617	80,814	-
Strategic National Stockpile Specialist	39,291	21,688	60,979	-
Total	<u>\$ 147,876</u>	<u>72,095</u>	<u>219,971</u>	<u>-</u>

Budget Information:

Grant Appropriation Detail	Cost
Full-time Salary	\$ 147,876
Benefits	72,095
Travel (quarterly grant meetings, emergency management conf., mileage, etc)	6,725
Supplies	11,636
Equipment	-
Other	15,379
Total Appropriation	<u>\$ 253,711</u>

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
July 9, 2015

Administrative Information:

Grant Number: _____
Grant Name: Comprehensive Energy Assistance Program
Grant Effective Date: 5/1/2015-9/30/2015
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	General Fund
Program Specialist	\$ 40,186	22,232	3,821	58,598	-
Account Analyst	52,000	24,242	2,490	73,752	-
Office Assistant	27,470	17,947	2,066	43,351	-
Director	84,279	30,493	1,735	113,037	-
Contract Coordinator	49,625	23,664	4,609	68,681	-
	<u>\$ 253,560</u>	<u>118,578</u>	<u>14,720</u>	<u>357,418</u>	<u>-</u>

Budget Information:

Grant Appropriation Detail

	Cost
Salaries	\$ 10,064
Benefits	4,656
Travel	
ComDev Household Crisis H/C	
Lutheran Social Services	
Household Crisis Utility Assistance	
Utility Assistance Component	203,143
Admin & Program Services cost	17,665
Total Appropriation	<u><u>\$ 235,528</u></u>

UB FY 2015 Budget
Grant Funds-Texas Department of Housing and Community Affairs

Accept and appropriate grant from Texas Department of Housing and Community Affairs for the Comprehensive Energy Assistance Program (CEAP) an energy assistance program.

Funding will be received in the amount of \$235,528. The grant will fund programs to assist low-income persons and families with energy assistance, and energy efficiency. This is accomplished by funding both sub-recipient programs, and city programs that address this issue. The grant pays for both programmatic and administration of the funds. Period of performance is May 1, 2015, through September 30, 2015.



Regular City Council Meeting

6. 2.

Meeting Date: 07/09/2015

Information

Agenda Item

Resolution - Public Works Engineering: Consider a resolution authorizing the Mayor to execute Change Order 1 to Contract 12060 with Deerwood Construction, Inc. for Construction of the Downtown Redevelopment Underground Duct System Phase 2.

Item Summary

This Change Order 1 to the contract for the Downtown Redevelopment Underground Duct System Phase 2 is for the addition of brick pavers in the sidewalks and the replacing trees and shrubbery that may be damaged by the digging of the trench for the Duct System. These changes will allow the work in accordance to the Downtown Public Improvements Design Standards.

The original unit price contract is for \$1,681,049. Change Order 1 is for \$159,422, 9.48% of the original price.

Fiscal Impact

\$7,300,000 is appropriated in Capital Improvement Project 92227, Downtown Redevelopment Underground Utilities Duct System, with \$159,422 available for this purpose.

Staff/Board Recommending

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

Attachments

[Resolution & Change Order No. 1 - Deerwood Construction, Inc](#)

[New Plan Changes](#)

[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.1 to that certain Contract No. 12060 by and between the City of Lubbock and Deerwood Construction, Inc., for the addition of brick pavers and replacement vegetation, and related documents. Said Change Order No.1 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, City Attorney

RES.ChgOrd#1, Contract-Deerwood Construction Inc
6/8/15

**City of Lubbock
Purchasing and Contract Management
Change Order**

Contract No: 12060 Contractor: Deerwood Construction, Inc.
 Change Order No. 1 Contract Title: Downtown Redevelopment Underground Utilities Duct System Phase 2
 BID/RFP No. ITB 15-12060-TS Project Number: 92227

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):

CO#1 is for the addition of brick pavers to the sidewalks that are capping the Duct System and in the crosswalks. The change is to stay in compliance with Downtown Design Guidelines that require the pavers. Also, we are adding tree and shrub replacement items.

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.

<u>ITEM</u>	<u>DESCRIPTION</u>	<u>AMOUNT</u>
A.	ORIGINAL CONTRACT VALUE:	\$ 1,681,049
B.	AMOUNT OF THIS CHANGE ORDER: <i>Council approval required if over \$25,000</i>	\$ 159,421.93
C.	COST CENTER: ACCOUNT:	9.48 %
D.	PERCENT OF CONTRACT VALUE THIS CHANGE ORDER (B/A):	\$ 0
E.	AMOUNT OF PREVIOUS CHANGE ORDERS:	\$ 159,421.93
F.	TOTAL AMOUNT OF ALL CHANGE ORDERS (B+D):	9.48 %
G.	PERCENT OF CONTRACT OF ALL CHANGE ORDERS (E/A): <i>25% increase or decrease</i>	\$ 1,840,470.93
	NEW CONTRACT AMOUNT (A+E):	

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):

[Signature] 6/10/15 (1) CONTRACTOR Date
[Signature] 6/10/2015 (2) PROJECT ARCHITECT/ENGINEER Date
 Approved as to Content: Approved as to Form:
[Signature] 6-8-15 (3) OWNER'S REPRESENTATIVE Date
[Signature] 6/8/15 (4) CITY ATTORNEY Date
[Signature] 6-10-15 (5) CAPITAL PROJECTS MANAGER Date
[Signature] 6/10/15 (6) PURCHASING AND CONTRACT MANAGER Date

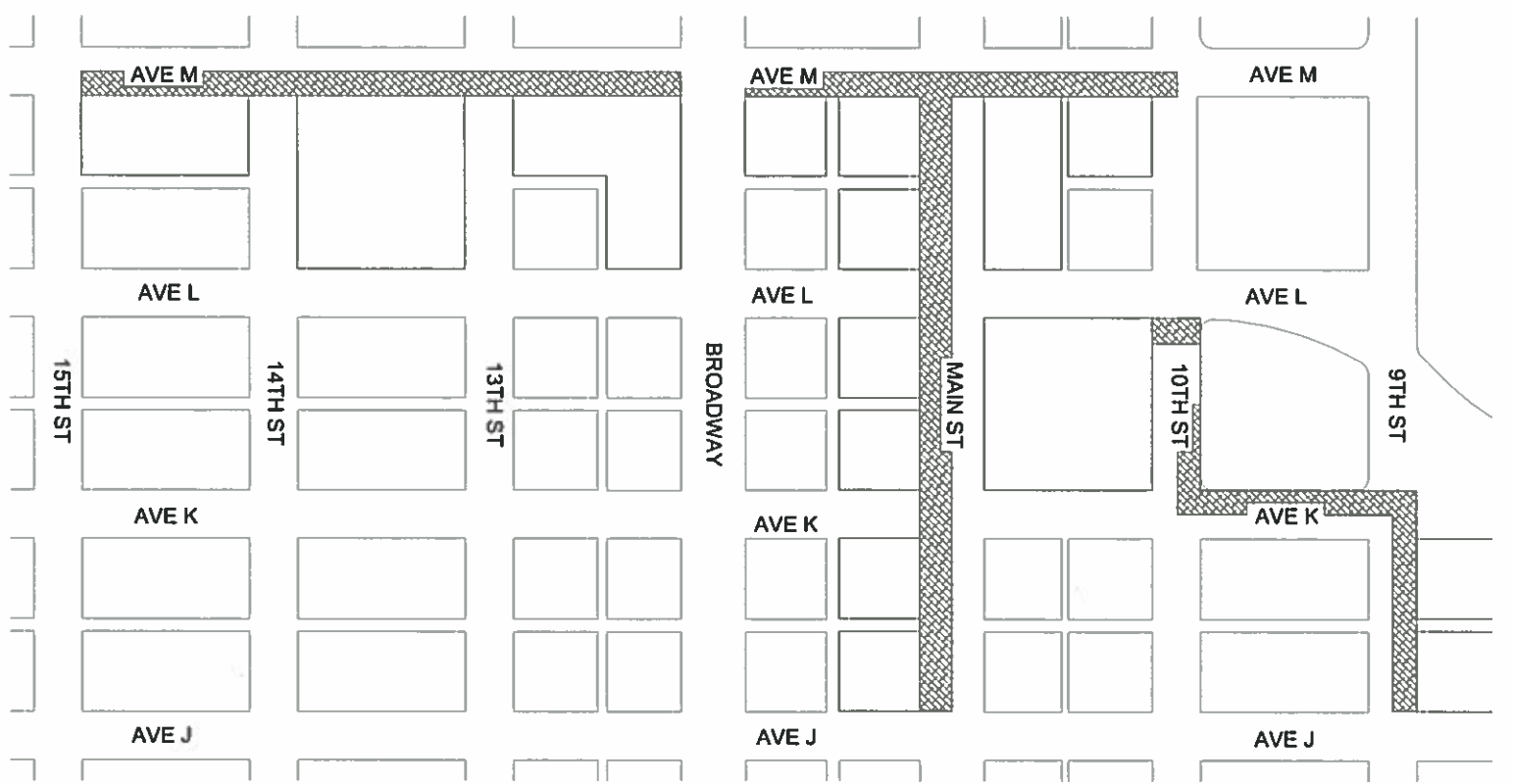
Change Orders over \$25,000 require a Contract Cover Sheet and the following signatures:

CITY OF LUBBOCK ATTEST:
 _____ Date (7) MAYOR
 _____ Date (8) CITY SECRETARY
 Council Date: _____ Agenda Item #: _____ Resolution #: _____

Change Orders					
ITEM	QTY	UNIT	BID PRICE		TOTAL
Purchase brick Paverfor sidewalks and crosswalks	20,000	ea.	\$0.84	*	\$16,800.00
Labor to install brick pavers in sidewalks	5,400	lin. Ft.	\$14.40	*	\$77,760.00
Labor and material to build concrete bed with rebar for crosswalks brick pavers	900	sq. ft.	\$9.75	*	\$8,775.00
Labor to install brick pavers in crosswalks	750	sq. ft.	\$12.00	*	\$9,000.00
Labor and equipment to remove flowable backfill for sidewalk installation. 6' x 6"	800	lin. Ft.	\$14.00	*	\$11,200.00
M-25 Trench profile (will reduce amount from current M-2)	230	lin. Ft.	\$46.00	*	\$10,580.00
Trench shoring	5	ea.	\$950.00	*	\$4,750.00
Tree replacement	11	ea.	\$1,200.63	*	\$13,206.93
Shrub replacement	100	ea.	\$73.50	*	\$7,350.00

* BID PRICE FROM DEERWOOD 5-13-2015

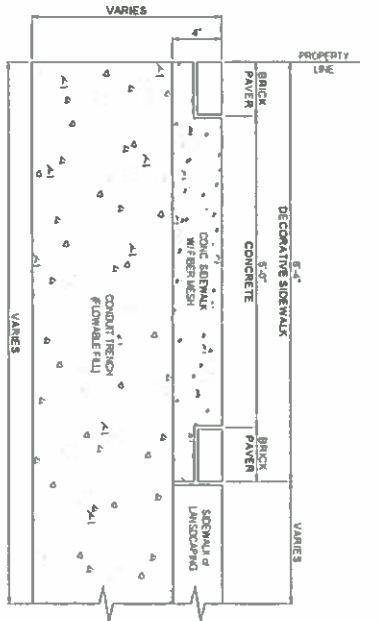
\$159,471.93



INTERSECTION & SIDEWALK LOCATIONS
 SCALE: 3/32" = 1'-0"

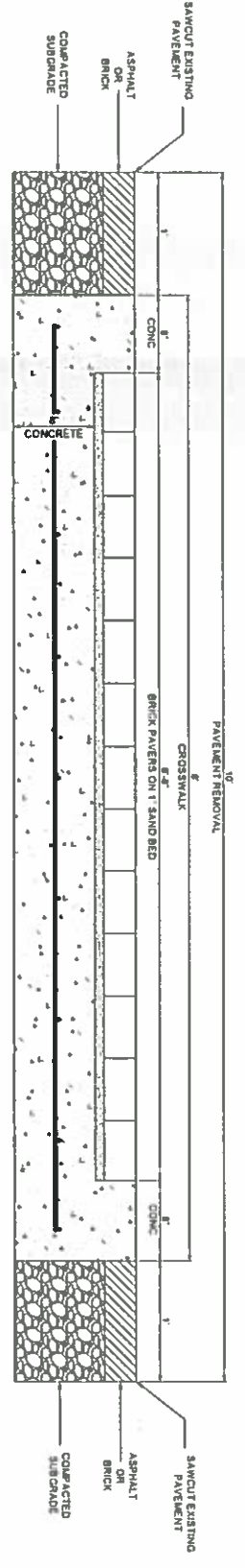
RESTORATIVE CROSSWALK LOCATIONS
 ACROSS 13TH STREET AT AVENUE L
 ACROSS 14TH STREET AT AVENUE M
 (ALL OTHER LOCATIONS RECEIVE ORIGINAL PAVEMENT)
 * ACROSS BROADWAY AT AVENUE M SHALL BE RESTORED USING THE ORIGINAL BRICK PAVEMENTS

INTERSECTION & SIDEWALK LAYOUT
 SCALE: 1/16" = 1'-0"



TYPICAL SIDEWALK SECTION
 SCALE: 1" = 1'-0"

* BRICK PAVES SHALL BE INST. IN GROUT ACCORDING TO THE SPECIFICATIONS



TYPICAL CROSSWALK SECTION
 SCALE: 1/12" = 1'-0"

PRINT RECORD		NO	REVISION	DATE BY
DATE	1-14-15	1	CHANGE PAVEMENT PLACEMENT AND 14TH STREET C.O.	AS/SHOWN
FOR	CONST	2		
ISSUE	1	3		
SUPPLIER	2	4		
CONTRACTOR	PDF	5		
FIELD	1	6		
SCALE	PDF	7		
CLIENT	PDF	8		
		9		
		10		
		11		

SGS ENGINEERING
 LIBBOKCK TX DALLAS TX SAN ANTONIO TX
 52715 TX REG. NO. 5094

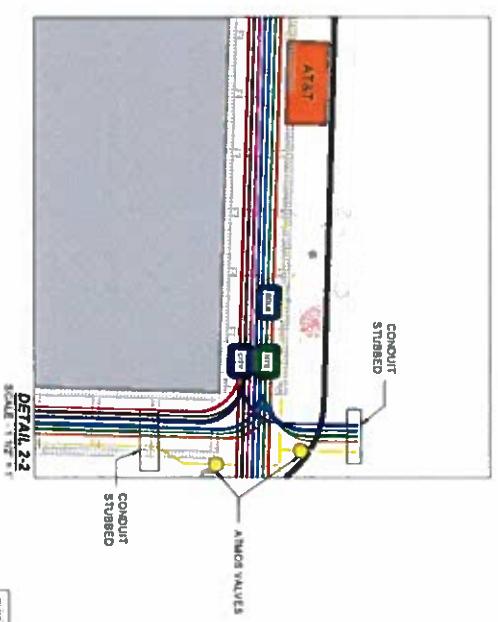
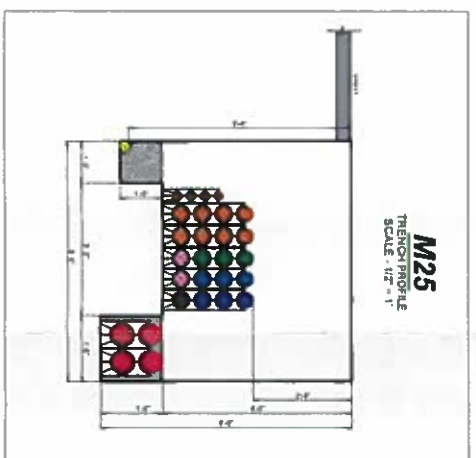
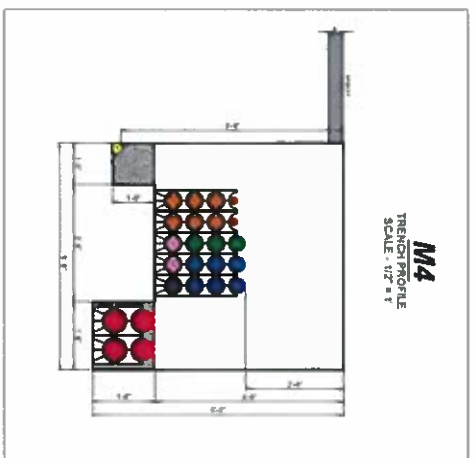
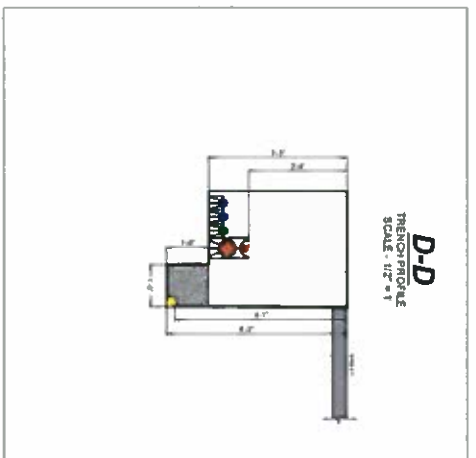
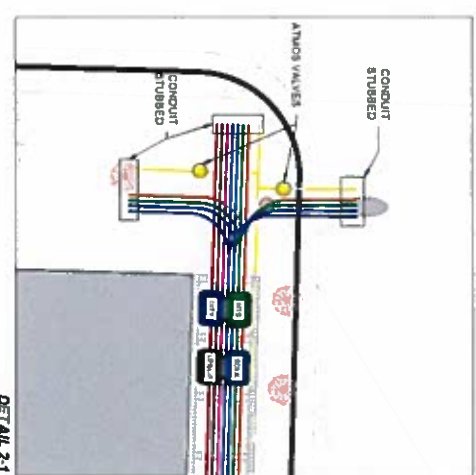
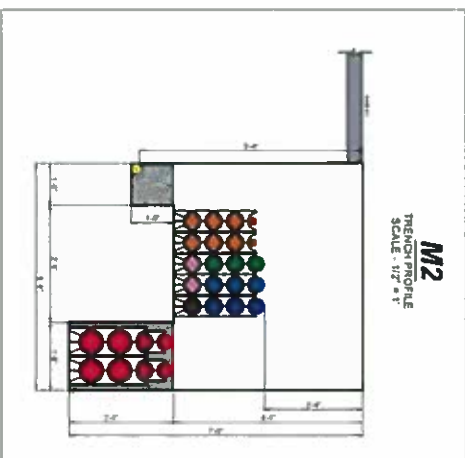
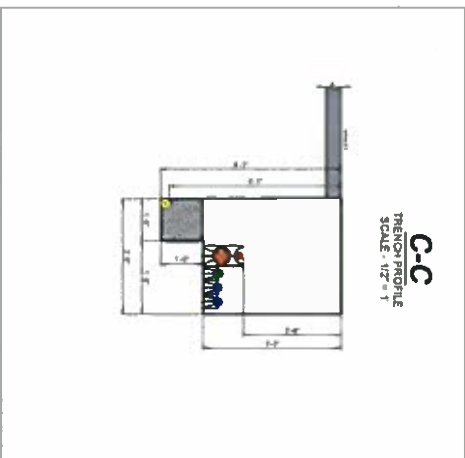
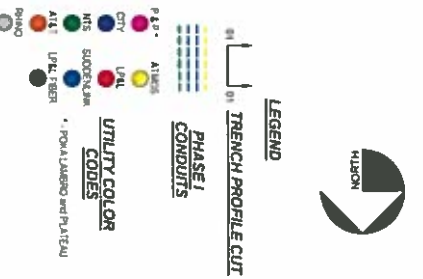
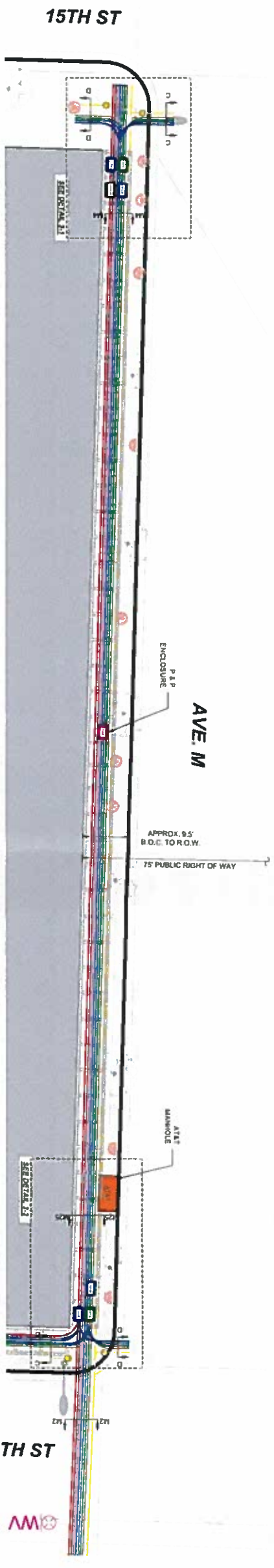
City of Lubbock TEXAS

PROJECT		CHECKED
DOWNTOWN REDEVELOPMENT PHASE II		
INTERSECTION & SIDEWALK DETAILS		
C1A		
DATE	8-14-15	
PROJECT #	COL-85	
DESIGNED BY	COL-85	
SCALE	AS SHOWN	
DRAWING #	C1A	
REVISION #	0	
SHEET #	2 OF 12	

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5/27/2015
RELEASED FOR CONSTRUCTION

Plot Date: 5/27/2015 11:01:48 AM



RELEASED FOR CONSTRUCTION
 5/27/2015

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DATE	REVISION	NO.	BY
0-27-14	CHANGE P.I.P. BOX PLACEMENT AND 14TH STREET C.O.	1	hshubert
1-25-14		2	
2-11-14		3	
3-11-14		4	
4-14-14		5	
5-14-14		6	
6-11-14		7	
7-14-14		8	
8-14-14		9	
9-14-14		10	
10-14-14		11	

STATE OF TEXAS
 ENGINEERING
 4733 G
 527115
 SAN ANTONIO, TX
 TX REG. NO. 6004

CLIENT
City of Lubbock
 TEXAS

DATE	APPROVED	CHECKED
01-14-15		
02-14-15		
03-14-15		
04-14-15		
05-14-15		
06-14-15		
07-14-15		
08-14-15		
09-14-15		
10-14-15		
11-14-15		
12-14-15		

PROJECT
 DOWNTOWN REDEVELOPMENT PHASE II
 CONDUIT SYSTEM AVE. M - 15TH TO 14TH C2

DRAWING SCALE 1" = 1'

DRAWING NO. 3 OF 12

Change Orders				
ITEM	QTY	UNIT	BID PRICE	TOTAL
Purchase brick Paversfor sidewalks and crosswalks	20,000	ea.	\$0.84	* \$16,800.00
Labor to install brick pavers in sidewalks	5,400	lin. Ft.	\$14.40	* \$77,760.00
Labor and material to build concrete bed with rebar for crosswalks brick pavers	900	sq. ft.	\$9.75	* \$8,775.00
Labor to install brick pavers in crosswalks	750	sq. ft.	\$12.00	* \$9,000.00
Labor and equipment to remove flowable backfill for sidewalk installation. 6' x 6"	800	lin. Ft.	\$14.00	* \$11,200.00
M-25 Trench profile (will reduce amount from current M-2)	230	lin. Ft.	\$46.00	* \$10,580.00
Trench shoring	5	ea.	\$950.00	* \$4,750.00
Tree replacement	11	ea.	\$1,200.63	* \$13,206.93
Shrub replacement	100	ea.	\$73.50	* \$7,350.00

*BID PRICE FROM DEERWOOD 5-13-2015

\$159,421.93

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 9, 2015**

Capital Project Number: 92227
 Capital Project Name: Underground Utilities

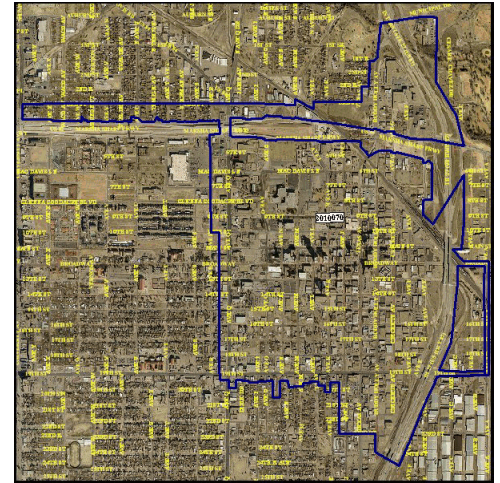
	Budget
<i>Encumbered/Expended</i>	
City Staff	\$ 715
Advertising	931
SGS Engineering - Phase 2 Design	215,000
Hugo Reed and Associates, Inc. - Surveying	99,310
Phase 2 Construction Deerwood Construction, Inc.	1,681,049
SGS Engineering - Phase 2 CPS	123,800
SGS Engineering - Phase 3 Design	234,185
EDA Grant Match	781,083
 <i>Agenda Item July 9, 2015</i>	
Phase 2 Construction Change Order 1	159,422
<i>Encumbered/Expended To Date</i>	3,295,495
 <i>Estimated Costs for Remaining Appropriation</i>	
City Staff	10,000
Duct System Construction/Design	3,994,505
<i>Remaining Appropriation</i>	4,004,505
 Total Appropriation	 \$ 7,300,000

Managing Department **Public Works Engineering**

Project Manager **Neil Welch**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Design, relocation, and upgrade of public utility infrastructure in downtown Lubbock as recommended by the Downtown Redevelopment Plan.

Phase I of the relocation began in 2012 and addresses the northwest quadrant of the Central Business District Tax Increment Financing Reinvestment Zone (CBD TIF). The City received a \$1.5 million Economic Development Administration (EDA) grant for Phase I of the relocation of utilities underground in the CBD TIF that requires an \$800,000 local match that is funded from this project.

Project Justification

The relocation of the utilities in the CBD TIF must be addressed to move forward with the redevelopment of Downtown.

Project History

\$1.5 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
 \$300,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
 \$2.5 million was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
 \$3.0 million was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	2,700,000	3,000,000	3,000,000	0	0	2,000,000	0	10,700,000
Design and Engineering	800,000	0	0	0	0	0	0	800,000
Transfer to Grant	800,000	0	0	0	0	0	0	800,000
Total Project Appropriation	4,300,000	3,000,000	3,000,000	0	0	2,000,000	0	12,300,000

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
FY 2010 CBD TIF Revenue CO's	27,852	0	0	0	0	0	0	27,852
FY 2011 CBD TIF Revenue CO's	1,500,000	0	0	0	0	0	0	1,500,000
FY 2013 CBD TIF Pay-As-You-Go	300,000	0	0	0	0	0	0	300,000
FY 2014 CBD TIF Revenue CO's	2,472,148	0	0	0	0	0	0	2,472,148
FY 2015 CBD TIF Revenue CO's	0	3,000,000	0	0	0	0	0	3,000,000
FY 2016 CBD TIF Revenue CO's	0	0	3,000,000	0	0	0	0	3,000,000
FY 2019 CBD TIF Revenue CO's	0	0	0	0	0	2,000,000	0	2,000,000
Total Funding Sources	4,300,000	3,000,000	3,000,000	0	0	2,000,000	0	12,300,000



Regular City Council Meeting

6. 3.

Meeting Date: 07/09/2015

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute a professional services contract with Freese & Nichols, Inc. (FNI) for final design on the Lake Alan Henry structures monitoring.

Item Summary

The Lake Alan Henry intake tower and bridge were constructed with the John T. Montford Dam in 1994. During an annual dam safety inspection and evaluation it was noted that the intake tower bridge deck has experienced movement over time. FNI was contracted to perform a study of the bridge deck and intake tower under Contract 10505 in November of 2012. The findings in the FNI report, “Lake Alan Henry Intake Tower Evaluation” dated 10 Sept 2014, showed that the intake tower structure is not in danger of failure, but installing equipment to continuously monitor movement of the tower structure is needed.

This project will include the design of the following: selection and installation of monitoring equipment, repair of concrete bridge deck structural supports, repair of concrete spalling on bridge deck beams and associated abutment, rehabilitation of soil cement, addition of suitable bridge deck joint covers. In addition, attention will be given during this project to evaluation of existing piezometers, addressing maintenance concerns, and proposing replacement or decommissioning of these devices.

Fiscal Impact

\$7,505,889 is appropriated in Capital Improvement Project 8543, Lake Alan Henry Repairs/Maintenance, with \$99,678 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution

Freese and Nichols 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 related to the Lake Alan Henry Structure Monitoring Design, by and between the City of Lubbock and Freese & Nichols, 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 L. Sims, Deputy City Attorney

RES.PSC-Freese & Nichols Inc-Lake Alan Henry Structure Monitoring
6.8.15

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 Freese and Nichols, 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 Lake Alan Henry Intake Tower and Montford Dam Instrumentation, (the "Activities"); and

WHEREAS, ENGINEER 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 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 365 days, as set forth in Exhibit "A", attached to and made a part of this Agreement for all purposes. If the Engineer 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. 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 General, Basic Services, and Special Services based on hourly rates, not to exceed \$99,678.00, per Exhibit "A" and Exhibit "B".

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 other 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 or ordinance 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 by to which City is exposed on account of ENGINEER's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

ENGINEER shall accomplish the following:

Professional Engineering Services related to the Lake Alan Henry Intake Tower and Montford Dam Instrumentation, as defined and provided in Exhibit "A," "Scope of Work".

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.

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 of Lubbock. 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 the 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 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 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:

Freese and Nichols, Inc.
Attn: John Rutledge, P.E.
4055 International Plaza, Suite 200
Fort Worth, Texas 76109
Telephone: (817) 735-7300
Facsimile: (817) 735-7491

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," attached hereto, contains the entire Contract 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 E. Sims, Deputy City Attorney

FRESE AND NICHOLS, INC.

By: 

Name: John L. Rutledge, P.E.

Title: Principal

EXHIBIT A

SCOPE OF DESIGN AND CONSTRUCTION SERVICES

LAKE ALAN HENRY INTAKE TOWER AND MONTFORD DAM INSTRUMENTATION

CITY OF LUBBOCK

GENERAL:

The study of the Lake Alan Henry Intake Tower recommended the design and construction of repairs and new instrumentation for the existing bridge structure. The City of Lubbock (CITY) also desires a design for the replacement of all or a portion of the existing piezometer instrumentation at the adjoining Montford Dam. For this work, Freese and Nichols, Inc. (FNI) proposes the following scope for design, bid and construction phase services for the CITY, as follows:

BASIC SERVICES: The Basic Services include the project administration, study of Montford Dam instrumentation, preparation of detailed design, construction documents, construction bid and award services, construction phase services, and general representation services during construction, as set forth herein. Operation and maintenance manuals, startup services, commissioning, and personnel training will be incorporated in subsequent amendments if desired by the City (Sometimes referred to as "OWNER"). Engineer (Sometimes referred to as "FNI") shall render the following professional services in connection with the development of the Project:

A. **DESIGN PHASE SERVICES:** ENGINEER will provide the following professional services in this phase as follow:

1. Study existing documentation related to the instrumentation at Montford Dam, and develop a project memorandum with recommendations for the location and type of replacement piezometer instrumentation. Recommendations will also be provided for decommissioning the non-working instrumentation, as appropriate.
2. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed. Design will include:
 - a. Location and details of instrumentation and monitoring devices at the tower
 - b. Location and detail for repair of spalled concrete
 - c. Location and detail for repositioning of bridge beam bearing pads
 - d. Details for a joint cover plate at the abutment

- e. Location and detail for repair of the undercut soil cement to the west of tower
- f. Location and details of new and decommissioned instrumentation at Montford Dam
3. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
4. Furnish CITY four (4) sets of copies of drawings, specifications, and bid proposals marked "Preliminary" for approval by CITY. Upon final approval by CITY, FNI will provide CITY up to four (4) sets of copies of "Final" drawings and specifications.

B. BID PHASE SERVICES: ENGINEER will provide professional services in this phase as follows:

1. Assist CITY by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
2. At CITY request, FNI will assist CITY in analyzing the bids received. Review qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Provide a letter recommending award of contract or other actions as appropriate to be taken by CITY. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to bid opening is an additional service.
3. Assist CITY in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by CITY and construction contractor, and for distribution by CITY. Additional sets of documents can be provided as an additional service.
4. Furnish the contractor with four (4) copies of the conformed drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

C. CONSTRUCTION PHASE SERVICES (as selected by CITY): Upon completion of the bid or negotiation phase services, FNI will perform construction phase services as described below. FNI will endeavor to protect CITY in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

These services are based on the use of FNI standard General Conditions for construction projects. Modifications to these services required by use of other general conditions or contract administration procedures are an additional service. If general conditions other than FNI standards are used, CITY agrees to include provisions in the construction contract documents that will require the construction contractor to include FNI and their subconsultants on this project to be listed as an additional insured on contractor's insurance policies:

1. Assist CITY in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Provide an internet-based construction management system for the document management of submittals, contract modifications and other project documents. This system will be eBuilder, ProjectMates or approved equal. The system will be provided for use by CITY and the selected Contractor, and will provide password protected access to the system for CITY, Contractor, and other parties as directed by CITY.
3. Establish communication procedures with CITY and Contractor. Submit monthly reports of construction progress using the construction management system. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.
4. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Also review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the construction contract documents. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules. Provide monthly reports indicating the status of all submittals in the review process using the construction management system.
5. Determine the recommended payment amount to Contractor for monthly and final estimates, pursuant to the General Conditions of the Construction Contract. The recommended amount will be based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor.

6. **General Representation Site Visits:**
 - a. Make up to two (2) site visits that are appropriate to the stage of construction (as distinguished from the continuous services of a Resident Project Representative) to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents.
 - b. An additional five (5) site visits are included on a contingency basis, and will only be used with prior CITY approval.
 - c. In this effort FNI will endeavor to protect CITY against defects and deficiencies in the work of Contractors and will report any observed deficiencies to CITY. Visits to the site in excess of the specified number are an additional service. FNI will notify the contractor of non-conforming work observed during site visits.
7. Coordinate the work of testing laboratories, as required, for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control is included in the services to be performed by FNI but will only be used if approved by CITY.
8. Interpret the drawings and specifications for CITY and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by CITY, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of CITY to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by CITY. Documentation of field orders, where cost to CITY is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by CITY are an additional service. Substitutions of materials or equipment or design modifications requested by CITY are an additional service.
10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to CITY on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a

settlement value with the Contractor on behalf of CITY if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.

11. Conduct, in company with CITY representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) print sets of "Record Drawings" shall be provided by FNI to CITY, one (1) set of which will be printed on Mylar.

TIME OF PERFORMANCE: FNI is authorized to commence work on The Project upon execution of this AGREEMENT and agrees to complete the services in accordance with the following schedule:

- Notice to Proceed from Owner – Set by Owner after Council approval
- Submit 60% Level Plans – 60 days
- Submit 95% Level Plans and Specifications – 30 days
- Submit 100% Plans and Specifications – 30 days
- Bid Phase Services – 30 days
- General Construction Representation – 90 days

The above schedule is based upon OWNER review of submittals within two weeks of submittal.

If FNI's services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. In the event FNI asserts that it is entitled to additional time, it shall provide notice to the OWNER as soon as reasonably practicable after the event allegedly causing such delay shall occur ("Delay Event"), but in no event to exceed five (5) business days after the occurrence of the Delay Event. FNI shall use and exercise all diligence to promptly remove or remediate such Delay Event.

In the event notice of the Delay Event shall not be provided as prescribed herein, FNI shall not be entitled to relief from schedule as provided in this AGREEMENT. These delays may include but are not limited to delays in OWNER or regulatory reviews, delays on the flow of information to be provided to FNI, except any delays occasioned by subcontracts or sub consultants of FNI, and governmental approvals. These delays may result in an adjustment to compensation.

EXHIBIT A, PART 2, ADDITIONAL SERVICES

LAKE ALAN HENRY INTAKE TOWER AND MONTFORD DAM INSTRUMENTATION

ADDITIONAL SERVICES: Additional Services to be performed by FNI, if authorized by Owner, which are not included in the above described General Service, Basic Services, and Special Services, are, except as may otherwise provided to be performed by FNI, described as follows:

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. Providing services to investigate existing conditions or facilities, or to make measured drawings thereof, or to verify the accuracy of drawings or other information furnished by Owner.
- C. Providing renderings, model, and mock-ups requested by the Owner.
- D. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- E. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- F. Investigations involving 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 or inventories required for certification of force account construction performed by Owner.
- G. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- H. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- I. Preparing Operation and Maintenance Manuals or conducting operator training.
- J. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- K. Furnishing the services of a Resident Project Representative to act as Owner's on-site representative during the Construction Phase. The Resident Project Representative will act as

directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for Owner against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

If Owner provides personnel to support the activities of the Resident Project Representative who is FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such personnel will be set forth in an Attachment attached to and made a part of this AGREEMENT before the services of such personnel are begun. It is understood and agreed that such personnel will work under the direction of and be responsible to the Resident Project Representative. Owner agrees that whenever FNI informs him in writing that any such personnel provided by the Owner are, in his opinion, incompetent, unfaithful or disorderly, such personnel shall be replaced.

- L. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- M. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- N. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this AGREEMENT. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this AGREEMENT. This provision shall not apply to any expense related to a legal action to which FNI is a party.
- O. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- P. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- Q. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- R. Services required to resolve bid protests or to rebid the projects for any reason other than fault of any type or degree of FNI.

- S. Visits to the site in excess of the number of trips included in the General Services, Basic Services, or Special Services for periodic site visits, coordination meetings, or contract completion activities.
- T. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- U. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form, except as noted in the scope of services.
- V. Providing value engineering studies or reviews of cost savings proposed by others.
- W. Prepurchase or preselection or any alternate contract structure or number of contracts other than stipulated in Exhibit A – Basic Services.
- X. Provide any services after the satisfactory conclusion and completion of the General Services, Basic Services, and Special Services of the Project.

EXHIBIT A, PART 3, RESPONSIBILITIES OF THE OWNER
LAKE ALAN HENRY INTAKE TOWER AND MONTFORD DAM INSTRUMENTATION

RESPONSIBILITIES OF OWNER: Owner shall perform the following in a timely manner so as not to delay the services of FNI:

- A. Owner recognizes and expects that certain Change Orders, herein so called, may be required. Any responsibility of Engineer for the costs of Covered Changed Orders will be determined on the basis of applicable contractual obligations and professional liability standards. For purposes of this paragraph, the responsibility of Engineer for the costs of Change Orders will not include:
- any costs that Owner would have incurred if the Change Order work had been included originally in the Contract Documents and its lack of inclusion was not due, in whole or in part, to any fault, error, or omission of Engineer related thereto,
 - Any costs that are due to unforeseen site conditions, or
 - Any costs that are due to changes made by the Owner.
 - Any costs that are incurred due to the negligence of the construction contractor
- Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.
- B. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this AGREEMENT. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project as provided in this AGREEMENT.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this AGREEMENT.
- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as

Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.

- G. Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, except as otherwise the responsibility of FNI as provided in this AGREEMENT.
- H. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services.
- I. Furnish, or direct FNI to provide, Additional Services as stipulated in Exhibit "A," Part 2, if deemed necessary by Owner.
- J. Bear all costs incident to compliance with the requirements of this Exhibit "A", Part 3.
- K. Provide the following services, unless provided specifically otherwise in this Agreement:
 - a. Provide land acquisition services.
 - b. Pay all permits fees and mitigation cost.
 - c. Provide land title research and title policy.
 - d. Provide advertisement for bids in local publications as required.

EXHIBIT B – BUDGET

LAKE ALAN HENRY INTAKE TOWER AND MONTFORD DAM INSTRUMENTATION

CITY and ENGINEER have established a not-to-exceed budget of \$99,678.00 to complete all services under this AGREEMENT. This amount will not be exceeded without a contract amendment. CITY will pay the ENGINEER hourly, for services identified in Exhibit A, based on ENGINEERS Fee Schedule presented as EXHIBIT C. Subconsultant services will be billed at cost to ENGINEER with a 10 percent handling fee. The Budget is presented for the services of ENGINEER under this AGREEMENT are provided in this Exhibit B. CITY and ENGINEER agree to allow redistribution of funds between Tasks as appropriate to allow flexibility in providing the needed services within the not-to-exceed budget.

ENGINEER agrees to complete these services as delineated above. Should there be a Change in Scope of Work or Time of Performance, then this can result in an amendment to this contract which shall be negotiated at that time.

The budget assumes that all work will be completed within 365 calendar days from the Notice to Proceed.

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 9, 2015**

Capital Project Number:	8543
Capital Project Name:	LAH Repairs/Maintenance

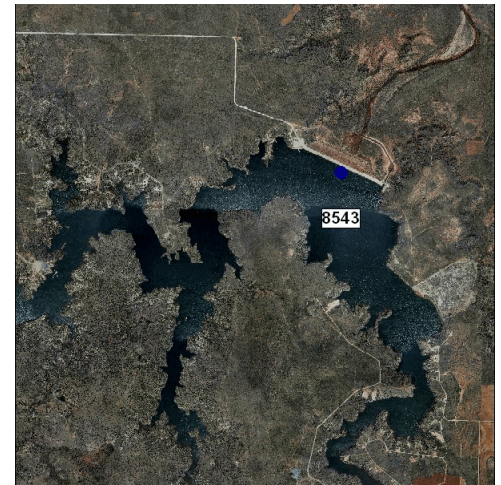
<i>Encumbered/Expended</i>	<u>Budget</u>
City of Lubbock Staff	\$ 90,913
Advertisement	1,448
Montford Dam Erosion - Alan Butler Contract 10839	3,525,967
M H Civil Constructors	20,592
LAH Intake Structure Study - FNI Contract 10505	317,043
Heavy & Misc Equipment	5,872
<i>Agenda Items July 9, 2015</i>	
Contract 12357 Freese & Nichols, Inc.	99,678
<i>Encumbered/Expended to Date</i>	<u>4,061,513</u>
<i>Estimated Costs for Remaining Appropriation</i>	
Repairs	3,444,376
<i>Remaining Appropriation</i>	<u>3,444,376</u>
Total Appropriation To Date	<u><u>\$ 7,505,889</u></u>

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Maintenance and repairs associated with the John T. Montford Dam at Lake Alan Henry. Maintenance and repairs are restricted to the dam, spillway, and structures associated with the John T. Montford Dam. Maintenance and repair projects will be evaluated and implemented based on importance related to the structure and safety of the dam. One project that will be considered will be erosion control on the dam and around the spillway. Erosion has caused decreased stability in the soils on the dam and around the spillway that has resulted in sedimentation buildup in the spillway.

Project Justification

Maintenance and repairs necessary to maintain and operate the dam and structures associated with the operation of the facilities.

Project History

\$505,889 was appropriated in FY 2008-09 Budget, Ord. No. 2008-O0077, September 11, 2008.
 \$2.0 million was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
 \$3.0 million was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
 \$2.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	7,505,889	0	0	2,000,000	0	0	0	9,505,889
Total Project Appropriation	7,505,889	0	0	2,000,000	0	0	0	9,505,889

<i>Funding Detail</i>	Funding to Date	Unappropriated Planning Years						Total Funding
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
FY 2011 Water Revenue CO's	4,000,000	0	0	0	0	0	0	4,000,000
FY 2012 Water Revenue CO's	3,000,000	0	0	0	0	0	0	3,000,000
FY 2017 Water Revenue CO's	0	0	0	2,000,000	0	0	0	2,000,000
LAH Repair/Replacement Fund	505,889	0	0	0	0	0	0	505,889
Total Funding Sources	7,505,889	0	0	2,000,000	0	0	0	9,505,889



Regular City Council Meeting

6. 4.

Meeting Date: 07/09/2015

Information

Agenda Item

Resolution - Water Utilities: Consider two resolutions authorizing the Mayor to execute contract 12413 with Designsapes LLC, contract 12322 with Ground Effects and contract 12412 with Center Point for landscape maintenance services, ITB 15-12322-MA.

Item Summary

The contracts are for annual mowing and related landscape maintenance service for twenty-seven facilities within the Water Utilities Department. These facilities include the North Water Treatment Plant, pump stations, elevated storage reservoirs, valve pits, radio communication facilities, and two vacant lots.

The contracts will help ensure that the facilities remain compliant with current City policy regarding weed control, vegetation growth, and a reduced fire risk. This proposed contract also ensures compliance with the Texas Commission on Environmental Quality (TCEQ) Chapter 290 Rules and Regulations for the maintenance of potable water service facilities. The frequency of landscape maintenance services is dependent upon rainfall frequency. Therefore, city staff will determine the number of maintenance events necessary based on current conditions.

The facilities included in this proposed contract are grouped into four categories based on similar conditions such as configuration of the facility and terrain. The facilities are categorized as A, B, C, and D with each category having similar specifications for mowing and turf maintenance services. A tabulation sheet is provided.

Staff recommends awarding contracts to the following low bidders:

Contractor	Category	Bid Amount
Designsapes of Lubbock, Tx	A	\$3,613
Ground Effects, of Lubbock, Tx	B & C	86,600
Center Point of Shallowater, Tx	D	22,170

The contracts will each be for a one year period with the option of two, one year extensions.

Fiscal Impact

The first year of this proposed mowing services contract will be \$112,383.00. This amount was budgeted for and is available in the following cost center accounts for the current fiscal year: Water Treatment 6345, Landscape Maintenance 8293, Water System Maintenance 8261, Pumping & Control 6343, and Landscape Maintenance 8293.

Staff/Board Recommending

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

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. 12412 for Landscape Services for Water Treatment Plant Facilities, by and between the City of Lubbock and Center Point, of Shallowater, 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:



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

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

RES.Contract-Nbr 12412-Center Point
6.22.15

**City of Lubbock, TX
Landscape Services for Water
Treatment Plant Facilities
Bid Tabulation
July 9, 2015**

ITB 15-12322-MA

Landscape Services for Water Treatment Plant Facilities

Item	Qty	UOM	Description/Vendor	Location	Unit Price	Extended Cost
1	25	Cycle	Class A areas and properties			
			Designscapes	Lubbock, Tx	145	\$ 3,613
			Ground Effects	Lubbock, Tx	250	6,250
2	20	Cycle	Class B areas and properties			
			Ground Effects	Lubbock, Tx	1,360	27,200
			Designscapes	Lubbock, Tx	2,163	43,252
3	20	Cycle	Class C areas and properties			
			Ground Effects	Lubbock, Tx	2,970	59,400
			Designscapes	Lubbock, Tx	3,993	79,860
4	5	Cycle	Class D areas and properties			
			Designscapes	Lubbock, Tx	3,937	*WD
			Center Point	Shallowater, Tx	4,434	22,170
			Item by Item			
			Designscapes	Lubbock, Tx		\$ 3,613
			Ground Effects	Lubbock, Tx		86,600
			Center Point	Shallowater, Tx		22,170

*WD - Item 5 - Designscapes withdrew their bid.

**CITY OF LUBBOCK
Contract for Services
Landscape Services for Water Treatment Plant Facilities**

THIS CONTRACT made and entered into this ____ day of _____, 2015, pursuant to a resolution heretofore adopted by the City of Lubbock, Texas, by and between the City of Lubbock ("City"), and Center Point of Shallowater, Texas, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Landscape Services for Water Treatment Plant Facilities 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 Landscape Services for Water Treatment Plant Facilities.

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 specifications and bid are attached hereto and made part hereof, Contractor will provide to the City, Landscape Services for Water Treatment Plant Facilities and more specifically referred to as item(s) 4 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 procedure outlined in the specifications and Invitation to Bid attached hereto and incorporated herein.
4. 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 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.
5. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of 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.
6. 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.

7. 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:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	
Commercial General Liability	\$1,000,000
General Aggregate	
Automotive Liability	
Combined Single Limit	\$1,000,000
Any Auto	
Workers Compensation	Statutory Amounts
Employer's Liability	\$1,000,000

The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

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.

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. 15-12322-MA , General Conditions, 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:

CONTRACTOR:

GLEN C. ROBERTSON, Mayor

BY Mike Muncy
Authorized Representative

ATTEST:

Mike Muncy
Printed Name

Rebecca Garza, City Secretary

Owner
Title

APPROVED AS TO CONTENT:

Aubrey A. Spear
Aubrey A. Spear, Director of
Water Utilities

P.O. Box 1064
Address

Shallowater TX 79363
City, State, Zip Code

APPROVED AS TO FORM:

Amy Sims
Amy Sims, Deputy City Attorney

BID FORM
Landscape Services for Water Treatment Plant Facilities
City of Lubbock, Texas
ITB No. 15-12322-MA

In compliance with the **Invitation to Bid 15-12322-MA**, 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 15-12322-MA is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM a.	ANNUAL MAINTENANCE CYCLES APPROXIMATELY b.	DESCRIPTION c.	MAINTENANCE CYCLE UNIT COST* d.	EXTENDED COST e. = b x d
1.	25	Turf maintenance for Class A areas and properties consisting of approximately 0.82 acres, as specified herein.	\$	\$
2.	20	Turf maintenance for Class B areas and properties consisting of approximately 19.66 acres, as specified herein.	\$	\$
3.	20	Turf maintenance for Class C areas and properties consisting of approximately 36.3 acres, as specified herein.	\$	\$
4.	5	Turf maintenance for Class D areas and properties consisting of approximately 112.5 acres, as specified herein.	\$ 4434 ⁰⁰	\$ 22170 ⁰⁰
Overall Total (Items 1-4)			\$	

If the unit price and the extension price are at variance, the unit price shall prevail.

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 inter-local purchasing agreements

4.0

Class D Maintenance Standards (MOWING AS NEEDED)

4.1 **General:** Successful contractor shall have ten days from receipt of the Notice to Proceed to commence contract maintenance activities. The decision to end the maintenance season shall be made by the Equipment Maintenance Supervisor or his Agent. The Contractor shall be notified of the City's decision by letter.

4.1.1 The areas to be serviced for each site include all right of ways adjoining the site and to the center line of all alleys adjoining the site, and extending two-feet from back of curb into all streets. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating plant beds.

4.2 **Mowing:** Mowing frequency shall be determined by the Equipment Maintenance Supervisor or his Agent. Turf shall be cut at a height of two to four-inches, at the discretion of the Equipment Maintenance Supervisor or his Agent. Clippings shall not be bagged and all hand scrapes shall be cleaned after each service. No clumps or windrows of grass shall be left by the mowers. Mowing equipment shall be a shredder or a full flotation rotary mower that will not leave ruts or tracks on lawn and shall be approved by the Equipment Maintenance Supervisor or his Agent. Mulching blades may be used at the discretion of the Equipment Maintenance Supervisor or Agent.

4.2.1 **Anticipated Mowing Frequencies (Estimate of Schedule):**

January - 0	July - 2
February - 1	August - 4
March - 1	September - 3
April - 2	October - 2
May - 2	November - 1
June - 2	December - 0

4.3 **Edging:** All sidewalks and curbs shall be edged to a depth of one-inch and shall be performed concurrently with mowing operations. String trimmers or curb dressers may not be used for edging. Chemical edging is not permitted on Class D Areas.

4.4 **Trimming:** All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, equipment, signs, both sides of fences when possible, and any other plants or 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.

4.5 **Litter:** The Contractor shall realize that litter or debris may accumulate prior to mowing with no fault to either party. All trash or debris shall be removed by the contractor. The Contractor shall instruct mower operators to police sites to prevent dangerous or unsightly conditions. Litter and debris removal shall be performed concurrently with other maintenance operations.

4.6 **Disposal:** Contractor shall be responsible for the disposal of litter and debris from the areas maintained. Disposal shall be accomplished by delivery to the City of Lubbock Landfill or by placement in dumpsters belonging to the Contractor. **No Litter or Debris shall be disposed of in Residential dumpsters or of those belonging to Commercial Businesses.**

4.7 **Clean-up:** All work shall be cleaned up and waste material removed from the site. No equipment shall be left at neighborhood area sites and all material removed from the job site the same day of mowing.

THE CITY REPRESENTATIVE REQUESTS THAT ANY BID RECEIVED IS BASED ON THE FACT THAT THE BIDDER HAS ACCOMPLISHED A SITE SURVEY OF THE PROPERTY AND THEY ACCEPT THE BID SPECIFICATIONS AS PROPER.

**City of Lubbock, Texas
Purchasing and Contract Management
Unit Pricing
Class D Areas and Properties**

NAME	ADDRESS	Acreage (Approx)	Annual Maint. Cycles (Approx)	U/M	Maint. Cycle Unit Cost	Extended Cost
Water Treatment Plant Drying Beds	6001 N. Guava Ave.	2	5	EA	\$ <u>125</u> ⁰⁰	\$ <u>625</u> ⁰⁰
Water Treatment Plant Terminal Storage	0.75 Mile North of 6001 N. Guava Ave.	18.5	5	EA	\$ <u>721</u> ⁰⁰	\$ <u>3605</u> ⁰⁰
Water Treatment Plant Terminal Storage		92.0	5	EA	\$ <u>3588</u> ⁰⁰	\$ <u>17940</u> ⁰⁰
Total Cycle Cost		112.5				\$ <u>22170</u> ⁰⁰

Bidders Signature *Mike Meng*
Print Mike Meng
Date: 4/27/2015

THE CITY OF LUBBOCK WILL ISSUE THE CONTRACTORS AND THEIR EMPLOYEES, PHOTO IDENTITY CARDS TO BE WORN IN THE OPEN AT ALL TIMES WHILE THEY ARE ON CITY PROPERTY. THIS PHOTO IDENTITY CARD SHOULD BE WORN WHILE ON CITY PROPERTY ONLY. ALSO THE CONTRACTORS AND THEIR EMPLOYEES SHALL CALL THE CITY WATER DEPARTMENT CONTROL ROOM AT 775-3416 AND LET THEM KNOW OF YOUR ARRIVAL AND DEPARTURE FROM THE CITY PROPERTY. ANY VIOLATION OF THIS RULE MAY TERMINATE THE CONTRACT. LOST BADGES WILL BE REPLACED AT CONTRACTOR'S EXPENSE @ \$25.00 PER BADGE.

In making bid for Contract Turf Maintenance Mowing I hereby agree to and understand the following:

1. The bid is for the entire season, not just for one mowing.
2. All the yards will be mowed with some type of mowing equipment such as a mower or a shredder.
3. All sidewalks, reservoir, valve boxes and fencerows must be edged with a line trimmer or an edger.
4. All valve box tops and sidewalks will be swept or cleaned-off after all mowing is completed.
5. Yards must be cleaned of papers, boxes and other trash before mowing.
6. After mowing, yard must be inspected and approved by a City employee before payment is made.
7. Contractor will be contacted by a City employee when yards require mowing.
8. I understand that some properties may have to be cut more frequently.
9. I understand this agreement is between the contractor and the Water Treatment Plant.
10. The bid is based on a unit-mowing price (one time charge), and the contractor will be paid for each time the property is mowed.
11. Bidder is required personally to inspect each of the listed property, prior to submitting his bid. Bidder will be required to sign off on his prior inspection. By not inspecting each property and signing off on the Inspection form. The city reserves the right void any bid submitted.
12. All work is schedule driven; therefore, the Contractor's work force and equipment needs shall vary throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday, 8:00 a.m. to 5:00 p.m. Work on weekends, holidays, and nights shall be at the discretion of the Equipment Maintenance Supervisor. Should the Contractor find it necessary to work during this time, notice of his intention to do so shall be given to the Equipment Maintenance Supervisor or his Agent at least seventy-two hours prior to doing so. The City reserves the right to deny such work at such time.

Center Point

CONTRACTOR

Mike Muncy

EQUIPMENT MAINTENANCE SUPERVISOR
OR
AUTHORIZED AGENT

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. 12322 for Landscape Services for Water Treatment Plant Facilities, by and between the City of Lubbock and Ground Effects, 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.

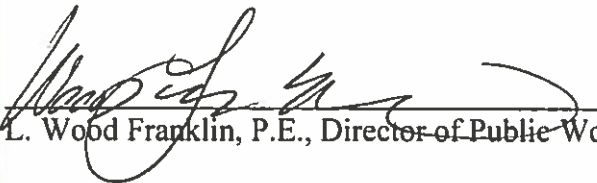
Passed by the City Council on _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

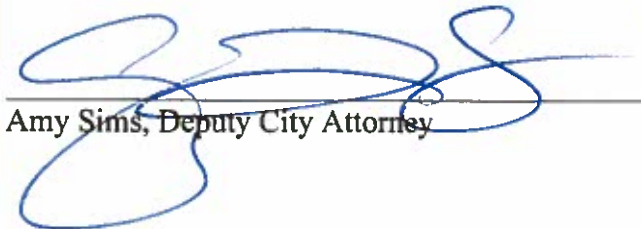
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

RES.Contract-Nbr 12322-Ground Effects
6.22.15

CITY OF LUBBOCK
Contract for Services
Landscape Services for Water Treatment Plant Facilities

THIS CONTRACT made and entered into this ____ day of _____, 2015, pursuant to a resolution heretofore adopted by the City of Lubbock, Texas, by and between the City of Lubbock ("City"), and Ground Effects of Lubbock, Texas, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Landscape Services for Water Treatment Plant Facilities 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 Landscape Services for Water Treatment Plant Facilities.

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 specifications and bid are attached hereto and made part hereof, Contractor will provide to the City, Landscape Services for Water Treatment Plant Facilities and more specifically referred to as item(s) 2 and 3 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 procedure outlined in the specifications and Invitation to Bid attached hereto and incorporated herein.
4. 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 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.
5. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of 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.
6. 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.

7. 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:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	
Commercial General Liability	\$1,000,000
General Aggregate	
Automotive Liability	
Combined Single Limit	\$1,000,000
Any Auto	
Workers Compensation	Statutory Amounts
Employer's Liability	\$1,000,000

The City of Lubbock shall be named as additional insured on a primary and Non-Contributory basis on General Liability, with a waiver of subrogation in favor of the City of Lubbock on all coverages. All copies of the Certificates of Insurance shall reference the project name or bid number for which the insurance is being supplied.

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.

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. 15-12322-MA , General Conditions, 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:


 Aubrey A. Spear, Director of
 Water Utilities

APPROVED AS TO FORM:


 Amy Sims, Deputy City Attorney

CONTRACTOR:

BY 
 Authorized Representative

Allen McIntire
 Printed Name

Owner
 Title

PO Box 64771
 Address

Lubbock, TX 79464
 City, State, Zip Code

BID FORM
Landscape Services for Water Treatment Plant Facilities
City of Lubbock, Texas
ITB No. 15-12322-MA

In compliance with the Invitation to Bid 15-12322-MA, 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 15-12322-MA is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM a.	ANNUAL MAINTENANCE CYCLES APPROXIMATELY b.	DESCRIPTION c.	MAINTENANCE CYCLE UNIT COST* d.	EXTENDED COST e. = b x d
1.	25	Turf maintenance for Class A areas and properties consisting of approximately 0.82 acres, as specified herein.	\$ 250.00	\$ 6,250.00
2.	20	Turf maintenance for Class B areas and properties consisting of approximately 19.66 acres, as specified herein.	\$ 1,360.00	\$ 27,200.00
3.	20	Turf maintenance for Class C areas and properties consisting of approximately 36.3 acres, as specified herein.	\$ 2,970.00	\$ 59,400.00
4.	5	Turf maintenance for Class D areas and properties consisting of approximately 112.5 acres, as specified herein.	\$ No Bid	\$ No Bid
Overall Total (Items 1-4)			\$ 92,850.00	\$ 86,600.00

If the unit price and the extension price are at variance, the unit price shall prevail.

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 inter-local purchasing agreements

2.0

Class B Maintenance Standards

2.1 **General:** Successful contractor shall have ten days from receipt of the Notice to Proceed to commence contract maintenance activities. The decision to end the maintenance season shall be made by the Equipment Maintenance Supervisor or his Agent. The Contractor shall be notified of the City's decision by letter.

2.1.1 The areas to be serviced for each site include all right of ways adjoining the site and to the center line of all alleys adjoining the site, and extending 2 feet from back of curb into all streets. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating plant beds.

2.2 **Mowing:** Mowing frequency shall be determined by the Equipment Maintenance Supervisor or his Agent. Turf shall be cut at a height of one and one-half-inch, at the discretion of the Equipment Maintenance Supervisor or Agent. Clippings shall not be bagged and all hand scrapes shall be cleaned after each service. No clumps or windrows of grass shall be left by the mowers. Mowing equipment shall be a reel mowers or turf type full flotation rotary mower that will not leave ruts or tracks on lawn and shall be approved by the Equipment Maintenance Supervisor or his Agent. Mulching blades may be used at the discretion of the Equipment Maintenance Supervisor or Agent.

2.2.1 **Anticipated Mowing Frequencies (Estimate of Schedule):**

January - 0	July - 2
February - 1	August - 4
March - 1	September - 3
April - 2	October - 2
May - 2	November - 1
June - 2	December - 0

2.3 **Edging:** All sidewalks and curbs shall be edged to a depth of one-inch and shall be performed concurrently with mowing operations. String trimmers or curb dressers may not be used for edging. Chemical edging is not permitted on Class B Areas.

2.4 **Trimming:** All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, equipment, signs, both sides of fences when possible, and any other plants or 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.

2.5 **Litter:** The Contractor shall realize that litter or debris may accumulate prior to mowing with no fault to either party. All trash or debris shall be removed by the contractor. The Contractor shall instruct mower operators to police sites to prevent dangerous or unsightly conditions. Litter and Debris removal shall be performed concurrently with other maintenance operations.

2.6 **Disposal:** Contractor shall be responsible for the disposal of litter and debris from the areas maintained. Disposal shall be accomplished by delivery to the City of Lubbock Landfill or by placement in dumpsters belonging to the Contractor. No Litter or Debris shall be disposed of in Residential dumpsters or of those belonging to Commercial Businesses.

2.7 **Clean-up:** All work shall be cleaned up and waste material IE: (paper products, plastic tree limbs) removed from the site. No equipment shall be left at neighborhood area sites and all material shall be removed from the job site the same day of mowing.

THE CITY REPRESENTATIVE REQUESTS THAT ANY BID RECEIVED IS BASED ON THE FACT THAT THE BIDDER HAS ACCOMPLISHED A SITE SURVEY OF THE PROPERTY AND THEY ACCEPT THE BID SPECIFICATIONS AS PROPER.

THE CITY OF LUBBOCK WILL ISSUE THE CONTRACTORS AND THEIR EMPLOYEES, PHOTO IDENTITY CARDS TO BE WORN IN THE OPEN AT ALL TIMES WHILE THEY ARE ON CITY PROPERTY. THIS PHOTO IDENTITY CARD SHOULD BE WORN WHILE ON CITY PROPERTY ONLY. ALSO THE CONTRACTORS AND THEIR EMPLOYEES SHALL CALL THE CITY WATER DEPARTMENT CONTROL ROOM AT 775-3416 AND LET THEM KNOW OF YOUR ARRIVAL AND DEPARTURE FROM THE CITY PROPERTY. ANY VIOLATION OF THIS RULE MAY TERMINATE THE CONTRACT. LOST BADGES WILL BE REPLACED AT CONTRACTOR'S EXPENSE @ \$25.00 PER BADGE.

In making bid for Contract Turf Maintenance Mowing I hereby agree to and understand the following:

1. The bid is for the entire season, not just for one mowing.
2. All the yards will be mowed with some type of mowing equipment such as a mower or a shredder.
3. All sidewalks, reservoir, valve boxes and fencerows must be edged with a line trimmer or an edger.
4. All valve box tops and sidewalks will be swept or cleaned-off after all mowing is completed.
5. Yards must be cleaned of papers, boxes and other trash before mowing.
6. After mowing, yard must be inspected and approved by a City employee before payment is made.
7. Contractor will be contacted by a City employee when yards require mowing.
8. I understand that some properties may have to be cut more frequently.
9. I understand this agreement is between the contractor and the Water Treatment Plant.
10. The bid is based on a unit-mowing price (one time charge), and the contractor will be paid for each time the property is mowed.
11. Bidder is required personally to inspect each of the listed property, prior to submitting his bid. Bidder will be required to sign off on his prior inspection. By not inspecting each property and signing off on the Inspection form. The city reserves the right void any bid submitted.
12. All work is schedule driven; therefore, the Contractor's work force and equipment needs shall vary throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday, 8:00 a.m. to 5:00 p.m. Work on weekends, holidays, and nights shall be at the discretion of the Equipment Maintenance Supervisor. Should the Contractor find it necessary to work during this time, notice of his intention to do so shall be given to the Equipment Maintenance Supervisor or his Agent at least seventy-two hours prior to doing so. The City reserves the right to deny such work at such time.

Allen McEnte -Ground Effects
CONTRACTOR

Allen McEnte -Ground Effects
EQUIPMENT MAINTENANCE SUPERVISOR
OR
AUTHORIZED AGENT

**City of Lubbock, Texas
Purchasing and Contract Management
Unit Pricing
Class B Areas and Properties**

NAME	ADDRESS	Acreage (Approx)	Annual Maint. Cycles (Approx)	U/M	Maint. Cycle Unit Cost	Extended Cost
Pump Station #3	2520 3 rd Street	1.25	20	EA	\$ <u>180.00</u>	\$ <u>3,600.00</u>
Pump Station #4	202 North I-27	10.0	20	EA	\$ <u>332.00</u>	\$ <u>6,640.00</u>
Pump Station #7	5102 29 th Drive	1.25	20	EA	\$ <u>180.00</u>	\$ <u>3,600.00</u>
Pump Station #10	3802 82nd Street	0.25	20	EA	\$ <u>100.00</u>	\$ <u>2,000.00</u>
Pump Station #14	7310 Milwaukee	5.16	20	EA	\$ <u>288.00</u>	\$ <u>5,760.00</u>
35 th Elevated Storage Tank	2218 35 th Avenue	0.5	20	EA	\$ <u>100.00</u>	\$ <u>2,000.00</u>
50 th Elevated Storage Tank	3418 50 th Street	1.56	20	EA	\$ <u>180.00</u>	\$ <u>3,600.00</u>
Total Cycle Cost		19.66				\$ <u>27,200.00</u>

Bidders Signature Allen McIntire

Print Allen McIntire

Date: 05 / 05 /2015

3.0 Class C Maintenance Standards

3.1 General: Successful contractor shall have ten days from receipt of the Notice to Proceed to commence contract maintenance activities. The decision to end the maintenance season shall be made by the Equipment Maintenance Supervisor or his Agent. The Contractor shall be notified of the City's decision by letter.

3.1.1 The areas to be serviced for each site include all right of ways adjoining the site and to the centerline of all alleys adjoining the site, and extending two-feet from back of curb into all streets. Contractor is responsible for safe and careful operation of mowing equipment around plant material and structures to prevent damage and to prevent clippings from contaminating plant beds.

3.2 Mowing: Mowing frequency shall be determined by the Equipment Maintenance Supervisor or his Agent. Turf shall be cut at a height of one and one-half to two-inches, at the discretion of the Equipment Maintenance Supervisor or his Agent. Clippings shall not be bagged and all hand scrapes shall be cleaned after each service. No clumps or windrows of grass shall be left by the mowers. Mowing equipment shall be a shredder or a full flotation rotary mower that will not leave ruts or tracks on lawn and shall be approved by the Equipment Maintenance Supervisor or his Agent. Mulching blades may be used at the discretion of the Equipment Maintenance Supervisor or Agent.

3.2.1 Anticipated Mowing Frequencies (Estimate of Schedule):

January - 0	July - 2
February - 1	August - 4
March - 1	September - 3
April - 2	October - 2
May - 2	November - 1
June - 2	December - 0

3.3 Edging: All sidewalks and curbs shall be edged to a depth of one-inch and shall be performed concurrently with mowing operations. String trimmers or curb dressers may not be used for edging. Chemical edging is not permitted on Class C Areas.

3.4 Trimming: All string trimming must be done to achieve a height uniform with the mowing height. Trimming must be performed around trees, plant beds, buildings, equipment, signs, both sides of fences when possible, and any other plants or 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.

3.5 Litter: The Contractor shall realize that litter or debris may accumulate prior to mowing with no fault to either party. The contractor shall remove all trash or debris. Contractor shall instruct mower operators to police sites to prevent dangerous or unsightly conditions. Litter and Debris removal shall be performed concurrently with other maintenance operations.

3.6 Disposal: Contractor shall be responsible for the disposal of litter and debris from the areas maintained. Disposal shall be accomplished by delivery to the City of Lubbock Landfill or by placement in dumpsters belonging to the Contractor. No Litter or Debris shall be disposed of in Residential dumpsters or of those belonging to Commercial Businesses.

3.7 Clean up: All work shall be cleaned up and waste material removed from the site. No equipment shall be left at neighborhood area sites and all material shall be removed from the job site the same day of mowing.

THE CITY REPRESENTATIVE REQUESTS THAT ANY BID RECEIVED IS BASED ON THE FACT THAT THE BIDDER HAS ACCOMPLISHED A SITE SURVEY OF THE PROPERTY AND THEY ACCEPT THE BID SPECIFICATIONS AS PROPER.

THE CITY OF LUBBOCK WILL ISSUE THE CONTRACTORS AND THEIR EMPLOYEES, PHOTO IDENTITY CARDS TO BE WORN IN THE OPEN AT ALL TIMES WHILE THEY ARE ON CITY PROPERTY. THIS PHOTO IDENTITY CARD SHOULD BE WORN WHILE ON CITY PROPERTY ONLY. ALSO THE CONTRACTORS AND THEIR EMPLOYEES SHALL CALL THE CITY WATER DEPARTMENT CONTROL ROOM AT 775-3416 AND LET THEM KNOW OF YOUR ARRIVAL AND DEPARTURE FROM THE CITY PROPERTY. ANY VIOLATION OF THIS RULE MAY TERMINATE THE CONTRACT. LOST BADGES WILL BE REPLACED AT CONTRACTOR'S EXPENSE @ \$25.00 PER BADGE.

In making bid for Contract Turf Maintenance Mowing I hereby agree to and understand the following:

1. The bid is for the entire season, not just for one mowing.
2. All the yards will be mowed with some type of mowing equipment such as a mower or a shredder.
3. All sidewalks, reservoir, valve boxes and fencerows must be edged with a line trimmer or an edger.
4. All valve box tops and sidewalks will be swept or cleaned-off after all mowing is completed.
5. Yards must be cleaned of papers, boxes and other trash before mowing.
6. After mowing, yard must be inspected and approved by a City employee before payment is made.
7. Contractor will be contacted by a City employee when yards require mowing.
8. I understand that some properties may have to be cut more frequently.
9. I understand this agreement is between the contractor and the Water Treatment Plant.
10. The bid is based on a unit-mowing price (one time charge), and the contractor will be paid for each time the property is mowed.
11. Bidder is required personally to inspect each of the listed property, prior to submitting his bid. Bidder will be required to sign off on his prior inspection. By not inspecting each property and signing off on the Inspection form. The city reserves the right void any bid submitted.
12. All work is schedule driven; therefore, the Contractor's work force and equipment needs shall vary throughout the contract's time period. The normal work schedule shall fall within the time frame of Monday through Friday, 8:00 a.m. to 5:00 p.m. Work on weekends, holidays, and nights shall be at the discretion of the Equipment Maintenance Supervisor. Should the Contractor find it necessary to work during this time, notice of his intention to do so shall be given to the Equipment Maintenance Supervisor or his Agent at least seventy-two hours prior to doing so. The City reserves the right to deny such work at such time.

Allen Monte -Ground Effects
CONTRACTOR

Allen Monte -Ground Effects
EQUIPMENT MAINTENANCE SUPERVISOR
OR
AUTHORIZED AGENT

**City of Lubbock, Texas
Purchasing and Contract Management
Unit Pricing
Class C Areas and Properties**

NAME	ADDRESS	Acreage (Approx)	Annual Maint. Cycles (Approx)	U/M	Maint. Cycle Unit Cost	Extended Cost
Pump Station #4	202 North I-27	10	20	EA	\$ <u>470.00</u>	\$ <u>9,400.00</u>
Pump Station #6	402 East 66 th Street	0.50	20	EA	\$ <u>100.00</u>	\$ <u>2,000.00</u>
Pump Station #8	3301 SE Loop 289	3.5	20	EA	\$ <u>175.00</u>	\$ <u>3,500.00</u>
Pump Station #9	3000 N. Quaker Ave.	3.5	20	EA	\$ <u>175.00</u>	\$ <u>3,500.00</u>
Pump Station #15	10223 North Ivory	1.81	20	EA	\$ <u>125.00</u>	\$ <u>2,500.00</u>
#12 Elevated Storage Tank	8602 County Road 27 Lubbock	0.25	20	EA	\$ <u>100.00</u>	\$ <u>2,000.00</u>
74th Elevated Storage Tank	7308 Genoa	1.25	20	EA	\$ <u>150.00</u>	\$ <u>3,000.00</u>
Water Treatment Plant	6001 North Guava Ave.	7	20	EA	\$ <u>425.00</u>	\$ <u>8,500.00</u>
Water Treatment Plant, 6-Million GAL Clear Well	6001 North Guava Ave.	5.25	20	EA	\$ <u>350.00</u>	\$ <u>7,000.00</u>
Shallowater Pump Station	1.5 Miles West of Shallowater, on U.S. Hwy 84	0.5	20	EA	\$ <u>100.00</u>	\$ <u>2,000.00</u>
Shallowater Microwave Building	U.S. Hwy 84	0.5	20	EA	\$ <u>100.00</u>	\$ <u>2,000.00</u>
Littlefield Microwave Building	U.S. Hwy 84	0.5	20	EA	\$ <u>200.00</u>	\$ <u>4,000.00</u>
Amherst Microwave Building	U.S. Hwy 84	0.5	20	EA	\$ <u>200.00</u>	\$ <u>4,000.00</u>
Detroit & Building Amherst Lot	N.E. Corner of Detroit & Amherst Intersection	0.5	20	EA	\$ <u>100.00</u>	\$ <u>2,000.00</u>
Gary & Emory	S.E. Corner of Gary & Emory					

Lot	Intersection	0.25	20	EA	\$ <u>100.00</u>	\$ <u>2,000.00</u>
	West of Flint Ave. & Clovis Road					
Well # 16	Intersection	0.25	20	EA	\$ <u>100.00</u>	\$ <u>2,000.00</u>
Total Cycle Cost		36.3				\$ <u>59,400.00</u>

Bidders Signature Allen McIntire

Print Allen McIntire

Date 05 / 05 / 2015



Regular City Council Meeting

6. 5.

Meeting Date: 07/09/2015

Information

Agenda Item

Resolution - Wastewater Utility: Consider a resolution authorizing the Mayor to execute purchase contract 23103265 with J&L Equipment of Amarillo, Texas, for four submersible Flygt pumps.

Item Summary

In 2008, the redesigned headworks lift station at the SEWRP was retrofitted with eight 60 Horsepower submersible Flygt pumps. The pumps are necessary to lift or pump raw wastewater so it can flow through the wastewater treatment processes. Due to the corrosive nature of wastewater, the current Flygt pumps, have begun to reach their life expectancy.

This contract is for the purchase of four submersible Flygt pumps that will replace existing pumps at the headworks lift station. The purchase of these pumps is a direct replacement of the current pumps with little or no modification to the existing controllers or electrical equipment. This will be a sole source purchase with J & L Equipment of Amarillo, Texas being the assigned representative for all Flygt products in Lubbock.

Staff recommends contract award to J & L Equipment of Amarillo, Texas for \$167,809.00.

Fiscal Impact

\$3,925,000 is appropriated in Capital Improvement Project 91042, Water Reclamation Plant Replacements, with \$167,809 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Purchase Order Contract - J & L Equipment


Budget Detail

CIP Detail

TO: J & L EQUIPMENT
P O BOX 60429
MIDLAND Texas 79711-0429

SHIP TO: CITY OF LUBBOCK
WATER RECLAMATION PLANT
3603 GUAVA AVENUE
LUBBOCK Texas 79403

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457

BY: 
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 06/15/2015 Freight
Requested 08/18/2015 Taken By T FLORES
Delivery PER C MCCARTHY REQ 45628 SOLE SOURCE / QTE 133601

Description/Supplier Item	Ordered	Unit Cost	UM	Extension	Request Date
Flygt Pump	4.000	41,952.6000	EA	167,810.40	08/18/2015
				Total Order	
Terms	NET DUE ON RECEIPT			167,810.40	

This purchase order encumbers funds in the amount of \$167,810.40 awarded to J & L Equipment of Amarillo, TX on July 9, 2015. The following is incorporated into and made part of this purchase order by reference: Quotation 133601 dated June 4, 2015 from J & L Equipment of Amarillo, TX. Resolution# _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

TERMS AND CONDITIONS
IMPORTANT; READ CAREFULLY
STANDARD TERMS AND CONDITIONS
CITY OF LUBBOCK, TX

Seller and Buyer agree as follows:

1. **SELLER TO PACKAGE GOODS.** Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address, (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
2. **SHIPMENT UNDER RESERVATION PROHIBITED.** Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.
3. **TITLE AND RISK OF LOSS.** The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.
4. **NO REPLACEMENT OF DEFECTIVE TENDER.** Every tender of delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender, provided, where the time for performance has not yet expired, the Seller may reasonably notify Buyer of his intention to cure and may then make a conforming tender within the contract time but not afterward.
5. **INVOICES & PAYMENTS.** a. Seller shall submit separate invoices, in duplicate, one each purchase order or purchase release after each delivery. Invoices shall indicate the purchase order or purchase release number and the supply agreement number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable, should be attached to the invoice. Mail To: Accounts Payable, City of Lubbock, P. O. Box 2000, Lubbock, Texas 79437. Payment shall not be due until the above instruments are submitted after delivery.
6. **GRATUITIES.** The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Seller, or any agent or representative of the Seller, to any officer or employee of the City of Lubbock with a view to securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
7. **SPECIAL TOOLS & TEST EQUIPMENT.** If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.
8. **WARRANTY-PRICE.** a. The price to be paid by the Buyer shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar of like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. b. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach of violation of this warranty the Buyer shall have the right in addition to any other right of rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.
9. **WARRANTY-PRODUCT.** Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specification, drawings, and descriptions listed in the bid invitation, and to the sample(s) furnished by the Seller, if any. In the event of a conflict or between the specifications, drawings, and descriptions, the specifications shall govern. Notwithstanding any provisions contained in the contractual agreement, the Seller represents and warrants fault-free performance and fault-free result in the processing date and date related data (including, but not limited to calculating, comparing and sequencing) of all hardware, software and firmware products delivered and services provided under this Contract, individually or in combination, as the case may be from the effective date of this Contract. The obligations contained herein apply to products and services provided by the Seller, its sub-Seller or any third party involved in the creation or development of the products and services to be delivered to the City of Lubbock under this Contract. Failure to comply with any of the obligations contained herein, may result in the City of Lubbock availing itself of any of its rights under the law and under this Contract including, but not limited to, its right pertaining to termination or default. The warranties contained herein are separate and discrete from any other warranties specified in this Contract, and are not subject to any disclaimer of warranty, implied or expressed, or limitation of the Seller's liability which may be specified in this Contract, its appendices, its schedules, its annexes or any document incorporated in this Contract by reference.
10. **SAFETY WARRANTY.** Seller warrants that the product sold to the Buyer shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at the Seller's expense.
11. **NO WARRANTY BY BUYER AGAINST INFRINGEMENTS.** As part of this contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement of the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement of the like. If Seller is of the opinion that an infringement or the like will result, he will notify the Buyer to this effect in writing within two weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will save Buyer harmless. If Seller in good faith ascertains the production of the goods in accordance with the specifications will result in infringement or the like, the contract shall be null and void.
12. **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.
13. **RIGHT OF INSPECTION.** Buyer shall have the right to inspect the goods at delivery before accepting them.
14. **CANCELLATION.** Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to and not in lieu of any other remedies which Buyer may have in law or equity.
15. **TERMINATION.** The performance of work under this order may be terminated in whole, or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery of the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of the rights of Buyer set forth in Clause 13, herein.
16. **FORCE MAJEURE.** Neither party shall be held responsible for losses, resulting if the fulfillment of any terms of provisions of this contract is delayed or prevented by any cause not within the control of the party whose performance is interfered with, and which by the exercise of reasonable diligence said party is unable to prevent.
17. **ASSIGNMENT-DELEGATION.** No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purpose unless made in conformity with this paragraph.
18. **WAIVER.** No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
19. **INTERPRETATION-PAROLE EVIDENCE.** This writing, plus any specifications for bids and performance provided by Buyer in its advertisement for bids, and any other documents provided by Seller as part of his bid, is intended by the parties as a final expression of their agreement and intended also as a complete and exclusive statement of the terms of their agreement. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.
20. **APPLICABLE LAW.** This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
21. **RIGHT TO ASSURANCE.** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
22. **INDEMNIFICATION.** Seller shall indemnify, keep and save harmless the Buyer, its agents, officials and employees, against all injuries, deaths, loss, damages, claims, patent claims, suits, liabilities, judgments, costs and expenses, which may in anywise accrue against the Buyer in consequence of the granting of this Contract or which may in anywise result therefrom, whether or not it shall be alleged or determined that the act was caused through negligence or omission of the Seller or its employees, or of the subSeller or assignee or its employees, if any, and the Seller shall, at his own expense appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom of incurred in connection therewith, and, if any judgment shall be rendered against the Buyer in any such action, the Seller shall, at its own expense, satisfy and discharge the same. Seller expressly understands and agrees that any bond required by this contract, or otherwise provided by Seller, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Buyer as herein provided.
23. **TIME.** It is hereby expressly agreed and understood that time is of the essence for the performance of this contract, and failure by contract to meet the time specifications of this agreement will cause Seller to be in default of this agreement.
24. **MBE.** The City of Lubbock hereby notifies all bidders that in regard to any contract entered into pursuant to this request, minority and women business enterprises will be afforded equal opportunities to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex or natural origin in consideration for an award.
25. **NON-ARBITRATION.** 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.
26. **RIGHT TO AUDIT.** 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.
27. **HOUSE BILL 2015.** 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).
28. **ASSIGNING OR SUBLETTING THE CONTRACT.** 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.

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 9, 2015**

Capital Project Number: 91042
 Capital Project Name: Water Reclamation Plant Replacements

	Budget
<i>Encumbered/Expended</i>	
Sewer System Improvements	\$ 3,157,129
Water System Improvements	14,255
Materials and Hire of Equipment	41,140
COL Staff Time - Design & Construction	80,373
Bailey Boiler Works	24,816
Parkhill Smith and Cooper Contract 12183	36,700
Bid Cost	362
Outside Employee Services	19,033
 <i>Agenda Item July 9, 2015</i>	
J & L Equipment	167,810
<i>Encumbered/Expended To Date</i>	3,541,618
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	383,382
<i>Remaining Appropriation</i>	383,382
Total Appropriation	\$ 3,925,000

Managing Department **Water Reclamation**

Project Manager **Mary Gonzales**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Purchase and install new equipment; modify and/or rehabilitate existing equipment, facility, and piping system; and other major maintenance activities.

Project Justification

Replacing aging infrastructure reduces emergency maintenance expenditures and system failures.

Project History

The project is part of an annual replacement program that ensures continuous and reliable wastewater treatment; compliance with the City's Texas Pollution Discharge Elimination permit, regulatory requirements, contractual provisions; and overall performance.

- \$525,000 was appropriated in FY 2004-05, Ord. No. 2005-00031, March 24, 2005.
- Reduced funding by \$100,000 in FY 2004-05, Ord. No. 2005-00066, June 23, 2005.
- \$425,000 was appropriated in FY 2006-07 Budget, Ord. No. 2005-00098, September 13, 2006.
- \$525,000 was appropriated in the FY 2007-08 Budget, Ord. No. 2007-00091, September 13, 2007.
- \$950,000 was appropriated in FY 2008-09 Budget, Ord. No. 2008-00077, September 11, 2008.
- \$300,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-00073, August 27, 2009.
- \$100,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-00070, September 16, 2010.
- \$600,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.
- \$300,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-00087, September 10, 2013.
- \$300,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-00122, September 11, 2014.

<i>Appropriation Detail</i>	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2014-15	FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	
Construction	3,625,000	300,000	300,000	300,000	300,000	300,000	300,000	5,425,000
Total Project Appropriation	3,625,000	300,000	300,000	300,000	300,000	300,000	300,000	5,425,000



Regular City Council Meeting

6. 6.

Meeting Date: 07/09/2015

Information

Agenda Item

Resolution - Civic Center: Consider a resolution authorizing the Mayor to execute Amendment 1 to contract 11366 between the City of Lubbock and Chapman Harvey Architects, Inc. for additional services for renovations to the Lubbock Memorial Civic Center.

Item Summary

The amendment provides for additional professional services by the Architect, as directed by City staff, for the renovations of the Lubbock Memorial Civic Center. The scope of work has expanded to include specifications, drawings and construction oversight of upgrades to four elevator units, carpet in the meeting room area, lighting of exhibit hall entry ways, replacement of fabric on the partition door in the banquet room, concession area in East mall, paint and wall covering in the theater seating area and renovation of food service areas in the meeting rooms and terrace suite. With the additional scope of work, the professional fee amount of the original agreement will be increased by \$66,298 and extend the time frame by 266 days to be terminated at the close of business on March 31, 2016. This amendment will also include a reimbursable fee schedule as exhibit "C".

Fiscal Impact

\$9,126,853 is appropriated in Capital Improvement Project 91195, Civic Center Renovations, with \$66,298 available for this purpose.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Schedule C

Resolution & Amendment No. 1 - Chapman Harvey Architects, Inc

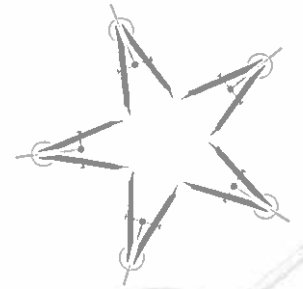
Budget Detail

CIP Detail

Exhibit C

SCHEDULE OF RATES

January 1 through December 31, 2013



ChapmanHarvey
ARCHITECTS, INC.

Design Basic Services

Each project's Design Team includes the client's representative, the architect, the consulting engineers, and when applicable, the contractors and material suppliers.

The Architect's and Engineer's basic services typically include a schematic design phase, a design development phase, a construction documents phase, a bidding phase, and a construction administration phase. Additional services may include life cycle management, interior design, acoustic design, model construction, graphic artwork, renderings, landscape design, irrigation consulting and / or other tasks as assigned. Additional services are reimbursable expenses.

Personnel Classification / Rate Per Hour:

Principal	(registered architect/engineer)	\$160.00
Design Architect	(registered staff architect)	\$140.00
Design Engineer	(registered staff engineer)	\$140.00
Intern Architect	(non-registered staff architect)	\$110.00
Intern Engineer	(non-registered staff engineer)	\$110.00
Drafter	(non-degreed support staff)	\$90.00
Clerical	(non-technical support staff)	\$70.00

Rates stated are for an 8:00 a.m. to 5:00 p.m., Monday through Friday work week. When a client request services during non-business hours, services are provided at a rate of time and a half, calculated at 1.5 times the stated rate.

Reimbursable Expenses:

Airfare	Meals	Hotel
Mileage	Auto Parking	Consultants
Photography	Postage/Shipping	Car Rental/Taxi
Photocopy Printing	Digital Printing	Artist Renderings
Model Construction	Graphic Artwork	Specialized Testing

Chapman Harvey Architects, Inc. shall be reimbursed at the rate of 1.03 times the invoiced amount. The client may authorize other reimbursable expenses as the project develops. The client's representative shall provide written authorization to add reimbursable items to the executed agreement prior to the architect performing these tasks.

Monthly Invoices:

Chapman Harvey Architects, Inc. invoices the first of each month for services provided during the previous month. Invoiced amounts are due upon receipt. To avoid finance charges, invoiced amounts must be received in Chapman Harvey Architect's office within twenty-one days of the invoice date. Finance Charges are computed at a periodic rate of 2% per month, 24% annually. At CHA's discretion, accounts must be paid in full prior to the release of any project documents for which fees and reimbursable expenses are due.

612 Broadway

Lubbock, Texas 79401

806.749.1153 fax 749.1866

architect@chapmanharvey.com

AMENDMENT NO. 1
TO AGREEMENT BETWEEN THE CITY OF LUBBOCK
AND
CHAPMAN HARVEY ARCHITECTS, INC.,

THIS IS AN AMENDMENT TO THE AGREEMENT dated and entered into the 13th day of June 2013 by and between the City of Lubbock ("City") and Chapman Harvey Architects, Inc., ("Architect") of Lubbock, Texas.

The Architect has entered into the Agreement with the City for performing professional services associated with design and professional construction to meet ADA requirements at the Lubbock Memorial Civic Center,

Amendment No. 1 increases the original Agreement amount of \$204,292 an additional \$66,298 dollars, it has a time extension for an additional 266 days to be terminated at the close of business on March 31, 2016 unless a mutual agreement is made by the Owner and the Architect to extend the Agreement. Amendment No. 1 also includes a reimbursable fee schedule as exhibit "C."

The scope of work has been expanded to include specifications, drawings and construction oversight of upgrades to four elevator units, carpet in the meeting room area, lighting of exhibit hall entry ways, replacement of fabric on partition door in banquet room, concession area in East mall, paint and wall covering in theater seating area and renovation of food service areas in the meeting rooms and terrace suite.

All other portions of the original Agreement and previous Amendments shall remain in place and are not altered by this amendment.

IN WITNESS HEREOF, the parties have executed this Agreement as of this ____ day of ____, 2015.

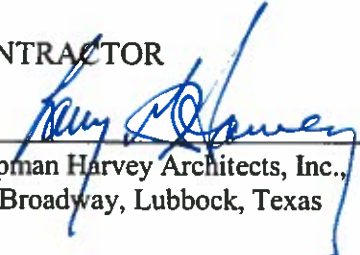
CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

CONTRACTOR

BY 

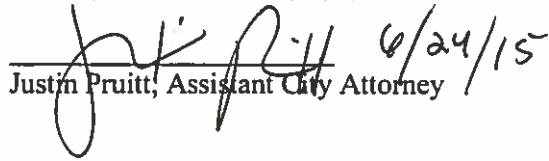
Chapman Harvey Architects, Inc.,
612 Broadway, Lubbock, Texas

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:

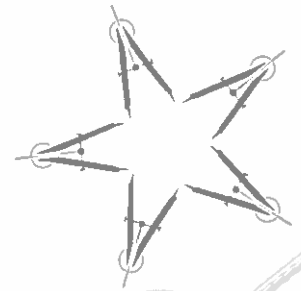


Justin Pruitt, Assistant City Attorney

Exhibit C

SCHEDULE OF RATES

January 1 through December 31, 2013



ChapmanHarvey
ARCHITECTS, INC.

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612 Broadway

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806.749.1153 fax 749.1866

architect@chapmanharvey.com

**City of Lubbock, TX
Capital Project
Project Cost Detail
July 9, 2015**

Capital Project Number:	91195
Capital Project Name:	Civic Center Renovations

	Budget
<i>Encumbered/Expended</i>	
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
Banquet seating and carts	181,703
Upholster chairs	40,460
Phase II Interior Renovations	2,322,960

<i>Agenda Items July 9, 2015</i>	
Chapman Harvey Architects Amendment No. 1	66,298
<i>Encumbered/Expended To Date</i>	8,033,335

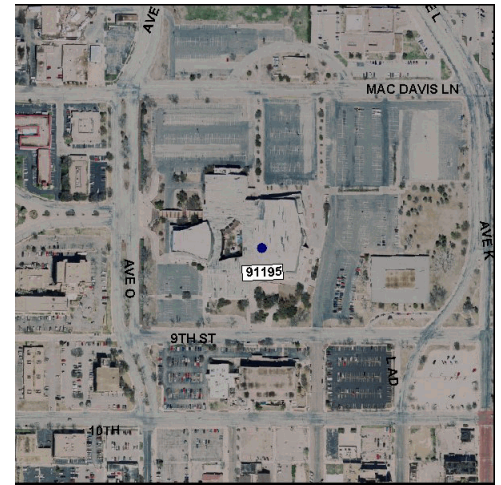
<i>Estimated Costs for Remaining Appropriation</i>	
Digital HVAC Controls, bridge repairs, kitchen equipment replacment, furnishings	1,093,518
<i>Remaining Appropriation</i>	1,093,518
Total Appropriation	\$ 9,126,853

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. 2008-00077, September 11, 2008.

\$7,209,288 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.

\$475,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-00087, 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.

Appropriation Detail	Appropriation to Date	Unappropriated Planning Years						Total Project Amount
		FY 2015-16	FY 2016-17	FY 2017-18	FY 2018-19	FY 2019-20	FY 2020-21	
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. 7.

Meeting Date: 07/09/2015

Information

Agenda Item

Resolution - Civic Center: Consider a resolution approving the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the first of two granting periods for the 2015 Cultural Arts Grant Program using Hotel Occupancy Tax funds allocated for FY 2014-15.

Item Summary

On September 21, 2005 the Lubbock City Council approved an agreement with Civic Lubbock, Inc. (CLI) which authorized CLI to administer the City of Lubbock's Cultural Arts Grant Program (CAGP), which is funded through an allocation of the Hotel Occupancy Tax. The funds for the CAGP are to be used in making grant awards to local non-profit organizations for the encouragement, promotion, improvement, and application of the arts and the promotion of tourism in the Lubbock community. The funds paid to CLI for the 2015 CAGP was \$380,150.06 and represents 5.92120% of the hotel/motel tax budgeted for FY 2014-2015. In addition, interest earned on prior year funds was \$784.89 and \$7,157.20 was carried over from the 2014 funds making a total of \$388,092.15 available for the 2015 CAGP. CLI elected to absorb any administrative expense in administering this program; therefore the entire allocation of \$388,092.15 will be available for the two granting periods in 2015.

A Grant Workshop was held on April 28, 2015, for all organizations wishing to apply for a cultural arts grant. Seventeen applications were received by the June 1, 2015 deadline. The CAGP Review Committee recommended full or partial funding for all seventeen applicants.

The CAGP Review Committee, comprised of appointments by City Council and representatives of the CLI Board of Directors, submitted their recommendations to the full CLI Board at the June 22nd meeting. These recommendations are now being presented to City Council for approval.

The CAGP Review Committee and the CLI Board of Directors are requesting City Council approval of \$194,700.00 in grant awards for the first granting period of the 2015 CAGP. The amount recommended is 50.2% of the Hotel Occupancy Tax and earned interest allocated for both granting cycles.

All applicants recommended for grant awards are in good standing with the City of Lubbock and CLI.

Enclosed in your agenda backup is a listing of the recommendations and comments from the CAGP Review Committee.

Fiscal Impact

None

Staff/Board Recommending

Scott Snider, Community Services Assistant City Manager
CAGP Review Committee
CLI Board of Directors

Attachments

CAG Resolution

Civic Lubbock letter

Recommendations

Detail Support

5 Year funding

RESOLUTION

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

THAT the City Council hereby approves the recommendation from the Cultural Arts Grant Review Committee and the Civic Lubbock, Inc. Board of Directors for the first of two granting periods for the 2015 Cultural Arts Grant Program using Hotel Occupancy Tax funds allocated for FY 2014-2015.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Brooke Witcher, Managing Director
Cultural Facilities & Events

APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

ccdocs/RES. CAG & CLI Recommendation
6.24.15



June 23, 2015

Mr. Freddy Chavez
Director
Lubbock Memorial Civic Center
City Bank Auditorium-Coliseum
1501 Mac Davis Lane
Lubbock, Texas 79401

Dear Mr. Chavez,

The Cultural Arts Grant Review Committee for the City of Lubbock's Cultural Grants Program has determined its recommendations for the first granting cycle of 2015. This recommendation was presented to the entire Civic Lubbock, Inc. Board of Directors on June 22, 2015 and was approved as recommended. All applicants recommended for grant awards are in good standing with the City of Lubbock and Civic Lubbock, Inc.

The Hotel Occupancy Tax allocated for the 2015 Cultural Arts Grant Program provided for \$380,150.06 to be granted over two granting cycles. In addition, interest earned (\$784.89) and returned/unused grant funds from the 2014 Cultural Arts Grant Program (\$7,157.20) are available for the 2015 program, making the amount designated for the 2015 Cultural Arts Grant Program a total of \$388,092.15. The Board of Directors have elected to absorb all expenses related to administering the program, therefore no administrative expenses will be deducted and the entire allocation will be available for the 2015 Cultural Arts Grant Program.

The Cultural Arts Grant Review Committee is comprised of five members; three Civic Lubbock, Inc. Directors assigned by Civic Lubbock, Inc. and two members-at-large appointed by the City Council. They are as follows:

Dr. Donald Haragan, CLI Board of Directors and Chair of the Grant Review Committee
Dr. Idris Traylor, CLI Board of Directors
Jake Seideman, CLI Board of Directors
Martha Ann McDonald, Member-at-Large appointed by City Council
Emily Wilkinson, Member-at-Large appointed by City Council

Mr. Freddy Chavez
June 22, 2015
Page 2

In reviewing requests and developing funding recommendations for each application, the Cultural Arts Grants Review Committee followed the approved Cultural Arts Grant Guidelines and Procedures. A Grant Workshop was held on April 28, 2015 for organizations wishing to apply for a Cultural Arts Grant. Included among the workshop presenters were representatives from the Lubbock Hotel-Motel Association and Visit Lubbock (the Lubbock Convention and Visitors Bureau).

Accompanying this document are the results of the Cultural Arts Grant Review Committee meeting held on June 8, 2015. Seventeen applications were received for this first grant (June 2015) funding cycle. All seventeen applications are recommended for full or partial funding. The total amount of funding requested for this grant cycle was \$225,450.00 of which \$194,700.00 is recommended for funding from the City of Lubbock Cultural Arts Grant Program. The amount recommended for Cycle 1 represents 50% of the Hotel Occupancy Tax and interest available for the 2015 Cultural Arts Grant Program.

The Civic Lubbock, Inc. Board of Directors requests that the City Council consider approval of the Cultural Arts Grant allocations in the amount of \$194,700.00 as recommended by the Cultural Arts Grant Review Committee and approved by the Civic Lubbock, Inc Board.

Sincerely,



Stephanie Massengale
President
Civic Lubbock, Inc.

Attachments

**City of Lubbock/Civic Lubbock, Inc. Cultural Arts Grant Program
June 2015 - 1st Cycle Grant Recommendations
July 9, 2015**

<u>Grant No.</u>	<u>Organization</u>	<u>Project</u>	<u>Requested</u>	<u>Recommended</u>
1506-001	Ballet Lubbock	The Nutcracker 2015	\$ 10,000	\$ 9,000
1506-002	Lubbock Symphony Orchestra, Inc.	Masterworks Season, Holiday-Messiah & Beatles Trib-Classical Mystery Tour	50,000	45,000
1506-003	Lubbock Christian University Theatre	LCU Theatre presents <i>The Boy Friend</i>	12,000	9,000
1506-004	Lubbock Community Theatre, Inc.	Lubbock Community Theatre 2015-2016 Fall Season	8,000	7,000
1506-005	KTTZ-FM Texas Tech Public Radio	From the Top	12,000	10,000
1506-006	University Interscholastic League, TTU	UIL One-Act Play Director's Workshop	6,000	5,000
1506-007	Art League of West Texas Foundation	Art League of West Texas Foundation 2015 Fall Show	450	450
1506-008	West Texas Watercolor Society	West Texas Watercolor Society 2015 Fall Membership Show	500	500
1506-009	National Cowboy Symposium & Celebration, Inc.	National Cowboy Symposium & Celebration	28,000	25,000
1506-010	Lubbock Arts Alliance, Inc.	2015 Lubbock Cultural District Marketing	10,000	8,500
1506-011	Lubbock Arts Alliance, Inc.	19th Annual Take in the Local Color! Lubbock's Artist Studio Tour	15,000	12,500
1506-012	Lubbock Arts Alliance/Panhandle Pop Culture Ventures	Lubbock-Con 2016	5,000	4,000
1506-013	Lubbock Arts Alliance/Robert Burns Society of Lubbock	3rd Annual Scottish Ceilidh & Robert Burns Supper	5,000	3,750
1506-014	Underwood Center for the Arts	Flatland Film Festival	12,500	11,000
1506-015	Fiestas del Llano, Inc.	Fiestas Patrias 2015	10,000	8,500
1506-016	Lubbock Moonlight Musicals, Inc.	Moonlight Broadway - <i>Cinderella</i>	25,000	21,500
1506-017	Underwood Center for the Arts	First Friday Art Trail	16,000	14,000
TOTAL			\$ 225,450	\$ 194,700

NOTE: Funding for 2015 Cultural Arts Grant Program:

City of Lubbock - Hotel Occupancy Tax allocation budgeted	\$ 380,150.06
Interest earned on 2013 funds not yet allocated as of 3/31/15	76.02
Interest earned on 2014 funds not yet allocated as of 3/31/15	708.87
Carry over from 2014 CAG funds - grant funds returned/not used	<u>7,157.20</u>
Total available for 2015 CAG Program	\$ 388,092.15

Cultural Arts Grant Review Committee
Recommendations
June 2015 – 1st Granting Cycle

1506-001 **Ballet Lubbock**
The Nutcracker 2015
Amount Requested: \$10,000
Amount Recommended: \$ 9,000

Ballet Lubbock requested \$10,000 to assist with advertising and promotion of *The Nutcracker* which will be performed December 9-13, 2015 at the Lubbock Memorial Civic Center. The production will feature over 150 local dancers as well as 45 musicians in the live Nutcracker Symphony Orchestra. Guest artists, including New York City Ballet Principal Amar Ramasar, will round out the cast.

Committee Comments:

- Project has strong artistic merit
- Guest artists provide mentoring and educational opportunities for the younger local dancers
- Application indicates a strong marketing plan; print, radio and television advertising will be placed throughout the region as well as the use of online event calendars
- Applicant plans to partner with a local hotel
- Application indicates strong foundation and corporate support
- Applicant has a good plan in place to track tourism i.e. hotel room blocks and zip code data provided from Select-a-Seat
- Cultural Arts Grant funds recommended (\$9,000) will be used towards the cost of Promotion/Publicity

1506-002 **Lubbock Symphony Orchestra**
2015/2016 Classical Masterworks Season, Holiday-Messiah & A
Tribute to the Beatles: Classical Mystery Tour
Amount Requested: \$50,000
Amount Recommended: \$45,000

The Lubbock Symphony Orchestra requested \$50,000 to assist with musician fees and guest artist fees associated with the presentation of the 2015/2016 Classical Masterworks Season, Holiday Concert featuring Handel’s classical masterpiece *Messiah*, and the return of the popular *A Tribute to the Beatles: Classical Mystery Tour*. The theme for the 2015/2016 season is entitled “Genesis.” The Holiday Concert will be a collaborative effort with the

Broadway Church of Christ. Performances will be held on various weekends beginning in September of 2015 and ending in May of 2016.

Committee Comments:

- Project has strong artistic merit
- Application indicates strong foundation and corporate support
- Application indicates a good history of generating tourism and room nights; attendance figures have grown steadily over the past three years
- The collaborative effort with Broadway Church of Christ creates the potential to reach new audiences
- Cultural Arts Grant funds recommended (\$45,000) will be used towards the cost of Professional Services (Musician Fees and Guest Artist Fees)
- Grant funds were considered for the entire season; future applications for the Masterworks Season may not be considered

1506-003

**Lubbock Christian University Theatre
LCU Theatre presents *The Boy Friend***

Amount Requested: \$12,000

Amount Recommended: \$ 9,000

The Theatre area within the Community/Fine Arts Department of Lubbock Christian University requested \$12,000 for costume rental and orchestra musician fees for the musical production of *The Boy Friend* scheduled for October 1-3, 2015. The production will be held in conjunction with LCU's Parent/Family Weekend festivities and will include a cast and crew of over 40 and an orchestra of at least 15 musicians. The production will require the rental of at least 100 costumes.

Committee Comments:

- Project has strong artistic merit
- Good arts education component; cast members are comprised of LCU students
- Application indicates a good marketing plan outside the region to include posting the event on travel websites and contacting newspapers in smaller cities in the region and in New Mexico; area teachers and students will be invited to visit Lubbock and attend the production
- With the production being held in conjunction with LCU's Parent/Family weekend, there is a good potential to generate room nights
- Application indicates a good plan to track tourism
- Cultural Arts Grant funds recommended (\$9,000) will be used towards the cost of Professional Services (Orchestra Musicians) and Rentals (Costumes)

1506-004

Lubbock Community Theatre, Inc.
Lubbock Community Theatre 2015-2016 Fall Season

Amount Requested: \$ 8,000

Amount Recommended: \$ 7,000

The Lubbock Community Theatre requested \$8,000 to assist with promotion/publicity expenditures associated with the presentation of their Fall Season of plays. The productions will include *5 Men Wearing the Same Dress*, *The Boys Next Door*, and *Ruthless! The Musical*. An annual Christmas production, which will cast both youth and adult performers, will also be presented. All performances will take place at the Boston Avenue Theatre,

Committee Comments:

- Project has strong artistic merit
- Application indicates attendance, including out of town guests, continues to maintain very good numbers given the size of the venue
- Applicant has a good plan in place to track tourism and room nights generated
- Application indicates a good marketing plan and includes the use of online calendars, traditional marketing strategies as well as social media
- Cultural Arts Grant funds recommended (\$7,000) will be used towards the cost of Promotion/Publicity

1506-005

KTTZ-FM Texas Tech Public Radio
From the Top

Amount Requested: \$12,000

Amount Recommended: \$10,000

KTTZ-FM Texas Tech Public Radio requested \$12,000 to assist with promotion/publicity expenditures associated with bringing in the nationally syndicated musical program *From the Top* on February 27, 2016 at the Texas Tech Allen Theatre. The program, which will be taped live and broadcast on 225 national public radio stations, is an entertaining, accessible, and often inspirational mix of outstanding musical performances, informal interviews, skits and games that celebrate extraordinary young musicians. The goal is to find young talented classical musicians, locally and nationally, to perform at the event.

Committee Comments:

- Project has strong artistic merit
- Application indicates a very good plan for advertising outside the Lubbock area
- Good collaboration on the project; applicant will be working with the Lubbock Symphony Orchestra, Youth Orchestras of Lubbock, TTU School of Music, All Saints Episcopal School and LISD on this project
- The application indicates that the last two times this event was brought to Lubbock (2002 and 2008), the performances sold out
- Applicant has a good plan in place for tracking tourism and room nights generated
- Cultural Arts Grant funds recommended (\$10,000) will be used towards the cost of Promotion/Publicity

**1506-006 University Interscholastic League – TTU
UIL One-Act Play Director’s Workshop**

Amount Requested: \$ 6,000
Amount Recommended: \$ 5,000

The University Interscholastic League requested \$6,000 to assist with costs associated with the UIL One-Act Play Director’s Workshop that will be held October 9-10, 2015. The workshop is designed for theatre educators and will provide training on such topics as selecting scripts, casting parts, designing sets/costumes and marketing/advertising. The funds requested are to cover guest presenter fees, state director/judging panelists, class instructors, and demonstration materials.

Committee Comments:

- Project has strong artistic and educational merit
- Applicant plans to partner with a local hotel
- To further support the educational merit of the project, the participants will attend a performance of *You Can’t Take It With You* at the Texas Tech Maedgen Theatre and will participate in a Q&A session with the production’s Director after the performance
- Cultural Arts Grant funds recommended (\$5,000) will be used towards the cost of Professional Services - Guest Presenters, State Director/Judging Panelists, Class Instructors, and/or Presentation Materials

**1506-007 Art League of West Texas Foundation
Art League of West Texas Foundation 2015 Fall Show**

Amount Requested: \$ 450
Amount Recommended: \$ 450

The Art League of West Texas Foundation requested \$450 to assist with costs associated with their Fall Show which will be held September 15-October 31, 2015 at the Legacy Events Center. The Art League of West Texas Foundation supports artists of 2D and 3D artistic media. The judge for the show will be Ms. Maureen Muhlbauer, Professor of Art at Eastern New Mexico University.

Committee Comments:

- Project has strong artistic merit
- Applicant has a good marketing plan in place; plans to promote the show through various online tourism websites and calendars
- Applicant has a good plan for tracking tourism and room nights generated
- Cultural Arts Grant funds recommended (\$450) will be used towards the cost of Professional Services (Judge) and Other (Artist Awards)

1506-008

West Texas Watercolor Society

West Texas Watercolor Society 2015 Fall Membership Show

Amount Requested: \$ 500

Amount Recommended: \$ 500

The West Texas Watercolor Society requested \$500 to assist with costs associated with the presentation of their Fall Membership Show at the Underwood Center for the Arts. The show will run from October 2 through October 31, 2015 and will include a First Friday event on October 2nd. Exhibiting artists will be encouraged to attend the First Friday event to interact with the public.

Committee Comments:

- Project has strong artistic merit
- The artists exhibiting in the Fall Show will gain good exposure by participating in the First Friday Art Trail at the Underwood Center as well as having their work displayed at the Center during the month-long exhibit
- Applicant has a good marketing plan in place; plans to promote the show through various online tourism websites and calendars
- Applicant has a good plan in place for tracking tourism and room nights generated
- Cultural Arts Grant funds recommended (\$500) will be used towards the cost of Professional Services (Judge) and Other (Artist Awards)

1506-009

National Cowboy Symposium & Celebration, Inc.

National Cowboy Symposium & Celebration

Amount Requested: \$28,000

Amount Recommended: \$25,000

The National Cowboy Symposium & Celebration requested \$28,000 to assist with the cost of producing the 27th Annual Cowboy Symposium and Celebration to be held on September 11-13, 2015 at the Lubbock Memorial Civic Center. The requested funds would be used for performer/presenter fees, technical stagehand fees and to advertise and promote the event nationally and regionally. Over 75 performers and participants (poets, musicians, storytellers, panelists, chuck wagon cooks, and special presenters) will appear at the 2015 Celebration. Other planned activities include a Youth Wild West Day and featured sessions on how the Scottish and Irish cultures influenced the American West's music, food, and history. Texas State Historian, Bill O'Neal, will also be featured at the 2015 event.

Committee Comments:

- Project has strong artistic and cultural merit
- Project generally has a good history of generating tourism and room nights
- Organization has good foundation and corporate support
- Applicant plans to partner with two local hotels
- Application indicates a very strong marketing plan, both regionally and nationally;
- Applicant has a good plan for tracking tourism and room nights

- Cultural Arts Grant funds recommended (\$25,000) will be used towards the cost of Promotion/Publicity and Professional Services (Artist Fees/Technical Stagehand Fees)

1506-010 **Lubbock Arts Alliance**
2015 Lubbock Cultural District Marketing
Amount Requested: \$10,000
Amount Recommended: \$ 8,500

The Lubbock Arts Alliance requested \$10,000 to assist with the marketing of Lubbock’s Cultural District. These marketing efforts include the continued online presence of dedicated websites, weekly email blasts about the facilities and activities in the Cultural District, and the use of social media such as Facebook. Other marketing includes advertisements in the LCVB Visitor’s Guide which are distributed throughout the region as well local hotels and the airport; cooperative ads in Texas Monthly and Texas Highways; and an APP for iPhone and Android. Business size cards are being developed to promote the new lubbockculturalcalender.org website, complete with APP information and a QR tag. The cards will be placed at local restaurants, hotels and attractions.

Committee Comments:

- Project supports the arts, humanities and cultural tourism
- Project provides additional advertising for cultural events by selling a complete “package” of the arts in Lubbock to visitors and potential visitors
- Application indicates a good marketing plan outside then local area
- Cultural Arts Grant funds recommended (\$8,500) will be used towards the cost of Professional Services and/or Promotion/Publicity

1506-011 **Lubbock Arts Alliance, Inc.**
19th Annual Take in the Local Color! Lubbock’s Artist Studio Tour
Amount Requested: \$15,000
Amount Recommended: \$12,500

The Lubbock Arts Alliance requested \$15,000 to assist with advertising and professional services fees associated with the Take in the Local Color! Lubbock Artist’s Studio Tour which will be held on November 14-15, 2015. The goals of the project are to: provide community awareness and education in the visual arts; offer a venue for local artists to showcase their works; facilitate a quality visual art program for students to attend; and attract visitors/tourists to the region. This event allows audiences the unique opportunity to observe the artists in their working environment, many of which are private homes. The Studio Tour will showcase six local artists at each studio location. Last year, over 49 Lubbock County artists were showcased at 10 studio locations. Artists will display original art to include painting, drawing, pottery, fiber, jewelry, glass, leather, wood and sculpture.

In addition, there will be artist demonstrations and performances by local musicians at the various studio locations.

Committee Comments:

- Project has strong artistic merit
- Application indicates a strong marketing plan; marketing efforts will include the distribution of full color brochures to 2,000 individuals, many of whom live outside the Lubbock region
- Project historically has very good attendance; application indicates that tourists from throughout Texas, New Mexico, Colorado, and Illinois attended last year's event; good tracking methods are in place to determine out of town attendees and room nights generated
- Application indicates strong foundation support
- Applicant will be working with Visit Lubbock to disseminate information on the Studio Tour through their tourism contacts
- Cultural Arts Grant funds recommended (\$12,500) will be used towards the cost of Promotion/Publicity and Professional Services (Graphic/Designer/Photographer/Website Designer)

**1506-012 Lubbock Arts Alliance, Inc/Panhandle Pop Culture Ventures
Lubbock-Con 2016**

Amount Requested: \$ 5,000
Amount Recommended: \$ 4,000

The Lubbock Arts Alliance requested \$5,000 to assist with facility rental and decorator fees associated with Lubbock-Con 2016 which will be held at the Lubbock Memorial Civic Center on February 20, 2016. The Lubbock Arts Alliance is partnering with Panhandle Pop Culture Ventures and assisting with the event. The pop culture convention will feature alternative art, panel discussions with comic book artists and fantasy fiction writers, gamer development and demonstrations, costume and makeup workshops, podcast and filmmaker presentations, and alternative performances. Lubbock-Con's mission is to promote literacy through the mediums of comic books, film and related pop culture media.

Committee Comments:

- Project has strong artistic and educational merit; unique first-time event
- Application indicates an estimated attendance of 2,000-3,000; a similar event held in Odessa drew 4,000 attendees
- Since this is a first time event, there is no history of room nights generated; however, applicant expects artists and vendors from Dallas, Fort Worth, Austin, and San Antonio as well as out-of-state participants from California, Oklahoma and New Mexico
- Application indicates a good method for tracking out of town attendees and room nights generated through ticket sales as well as vendor and guest registrations by Visit Lubbock

- Funds awarded to the Arts Alliance are to be expended directly by the Arts Alliance for the expenditures covered by the grant
- Cultural Arts Grant funds recommended (\$4,000) will be used towards the cost of Professional Services (Event Setup/Decorator Fees) and/or Facility Rental

1506-013 **Lubbock Arts Alliance, Inc/Robert Burns Society of Lubbock**
3rd Annual Scottish Ceilidh and Robert Burns Supper
Amount Requested: \$ 5,000
Amount Recommended: \$ 3,750

The Lubbock Arts Alliance requested \$5,000 to assist artist fees, promotion/publicity and supplies for the 3rd Annual Scottish Ceilidh and Robert Burns Supper to be held on January 23, 2016 at the Texas Tech Club. The Robert Burns Society of Lubbock will be assisting in promoting the event. This celebration highlights the Scottish heritage and the living legacy of Poet Laureate, Robert Burns, and is open to the general public. Activities will include demonstrations of Scottish Country Dancing, readings from the poems of Robert Burns, lecture on the history of the Burns Supper, and a concert by noted Texas-born bagpiper, EJ Jones. Burns Suppers are most common in Scotland and Ireland, however, there has been a surge in Burns' Night celebrations in the U.S.

Committee Comments:

- Project has strong artistic and cultural merit
- Application indicates that attendance increased 100% between the first and second year
- Applicant plans to partner with a local hotel
- Application indicates a good marketing plan for generating tourism outside the Lubbock area; The Robert Burns Society will promote the event to their contacts at the Texas Scottish Festival in Arlington, Salado Highland Games, Clan Douglas Society in Boerne, North Texas Caledonian Pipes and Drums in Dallas and Midland Scottish-Irish Faire and Highland Games, all of which have devout followers and considerable tourism draws
- Application indicates a good method for tracking out of town attendees and room nights generated
- Funds awarded to the Arts Alliance are to be expended directly by the Arts Alliance for the expenditures covered by the grant
- Cultural Arts Grant funds recommended (\$3,750) will be used towards the cost of Professional Services (Performer Fees), Supplies/Materials (Haggis, Signage, Banners) and/or Advertising and Promotion

1506-014

**Louise Hopkins Underwood Center for the Arts
Flatland Film Festival**

Amount Requested: \$12,500

Amount Recommended: \$11,000

The Louise Hopkins Underwood Center for the Arts requested \$12,500 to assist with costs associated with producing the 2015 Flatland Film Festival. Highlights of the Festival include independent shorts by filmmakers selected through a competitive call for entries, the 5th Annual Kids' Film Fest, the classic cult film "Nosferatu" with newly composed live music; an award winning documentary, "Barge" with an appearance by its Austin-based Director, Ben Powell; and "Unspoken", a documentary by Selasi Kudowor and students from TTU's Mass Communications Department. The Festival will take place October 15-17, 2015 at venues on the Underwood Center campus and the Alamo Drafthouse.

Committee Comments:

- Project has strong artistic merit
- Application indicates a good marketing plan for the region, however applicant is encouraged in the future to provide a bit more detail on marketing efforts proposed outside the region
- Applicant plans to partner with a local hotel
- Application indicates good attendance and tourism numbers over the last three years
- Cultural Arts Grant funds recommended (\$11,000) will be used towards the cost of Professional Services (Speaker Stipend, Graphic Design, Videographer) and Promotion/Publicity

1506-015

**Fiestas del Llano, Inc.
Fiestas Patrias 2015**

Amount Requested: \$10,000

Amount Recommended: \$ 8,500

Fiestas del Llano requested \$10,000 to assist with costs associated with Fiestas Patrias 2015 which will take place on September 12, 2015 at Club Pink. Additional events planned include the Reina Hispana de Lubbock on September 11th and the traditional Grito Ceremony on September 15th. Fiestas Patrias celebrates Hispanic history, music, art and culture on the South Plains and strives to maintain cultural purity in music, dance, and art as well as present currently popular Hispanic music. Funds requested are to assist with performance fees for the headliner acts Massore and La Mafia.

Committee Comments:

- Project has strong cultural components, including music and dance
- Application indicates strong in-kind support from local and area media; applicant plans to promote the project through the Visit Lubbock website, the venue's website, social media and through press releases sent to newspapers in Midland/Odessa, Amarillo and Eastern New Mexico

- The project provides an after-game cultural entertainment option for visitors attending the Texas Tech/UTEP football game; applicant plans to promote the event to those potential visitors
- Cultural Arts Grant funds recommended (\$8,500) will be used towards the cost of Professional Services – Headliner Performances

**1506-016 Lubbock Moonlight Musicals, Inc.
Midnight Broadway - *Cinderella***

Amount Requested: \$25,000
Amount Recommended: \$21,500

Lubbock Moonlight Musicals requested \$25,000 to assist with costs associated with the professional presentation of the musical *Cinderella* by Rodgers and Hammerstein. The performances will be presented at the Lubbock Memorial Center Theater on November 19-22, 2015. *Cinderella* will be produced in cooperation of the Junior League of Lubbock, the Lubbock Symphony Orchestra, and Texas Tech Music Theatre and Dance. The production will feature the professional direction and choreography of Monroe Moore.

Committee Comments:

- Project has strong artistic merit
- Good collaborative effort with other local organizations
- Application indicates good attendance and tourism numbers for the last three musical productions
- Applicant is encouraged to consider more promotion/publicity outside the Lubbock area as well as the use of tourism websites.
- Applicant has a good plan in place for tracking tourism numbers
- Cultural Arts Grant funds recommended (\$21,500) will be used towards the cost of Professional Services (Professional Actors, Orchestra Musicians and Costumers)

**1506-017 Louise Hopkins Underwood Center for the Arts
First Friday Art Trail**

Amount Requested: \$16,000
Amount Recommended: \$14,000

The Louise Hopkins Underwood Center for the Arts requested \$16,000 to fund marketing efforts and shuttle transportation to and from the various downtown venues for the First Friday Art Trail, The event will be held monthly from September of 2015 through August of 2016 and is free to the public. Now in its tenth year, this premier cultural event presents a wide variety of genres of visual and performing arts in seventeen venues. Partner venues include galleries, museums, nonprofit arts organizations, businesses and artists' studios.

Committee Comments:

- Project has strong artistic merit
- Event continues to grow each year; Over 42,000 individuals attended the Art Trail in 2014, which is up by about 3,900 over the prior year
- Project creates great exposure for the venues and the artists
- Application indicates a good marketing plan for advertising outside the region
- The Committee encourages the applicant to proofread their application a bit more prior to submitting; The Committee does understand, however, that this year was challenging with the staff transitions taking place
- Cultural Arts Grant funds recommended (\$14,000) will be used towards the cost of Promotion and Publicity
- Grant funds were considered for the entire year-long program; future applications for this time frame may not be considered

**City of Lubbock, Texas
Civic Centers
First Cycle - Cultural Arts Grant Funding
June 2010 through June 2014**

Organization	Project	Amount Awarded					TOTAL
		June 2010	June 2011	June 2012	June 2013	June 2014	
American Wind Power Center	History of the American Windmill Mural Project	5,000					5,000
	Flowerdew Hundred Post Mill Documentary		15,000				15,000
Ballet Lubbock	The Nutcracker	6,500	6,500	7,500	8,000	9,000	37,500
	Fall Performance	1,400					1,400
Broadway Festivals, Inc.	Street Dance	10,000					10,000
Fiestas del Llano, Inc.	Fiestas Patrias Celebration "Grito de Dolores"		4,700	12,000		12,000	28,700
Heavenly Productions	It's Not Over Yet	5,000	-				5,000
Lubbock Arts Alliance	Take in the Local Color Studio Tour	7,000	7,000	9,000	7,000	12,000	42,000
	Lubbock Cultural District Marketing	5,000			5,900	7,500	18,400
Lubbock Christian University	Sound of Music					9,000	9,000
	Carousel	3,000					3,000
	Rogers and Hammerstein's Cinderella		3,000				3,000
	Meredith Willson's The Music Man			7,500			7,500
	Will Rogers Follies				7,000		7,000
	Master Follies		2,500				2,500
Lubbock Community Theatre	Fall Season	7,000	4,000	6,000	6,500	7,000	30,500
Lubbock Moonlight Musicals	"White Christmas" Dinner Theatre	7,000					7,000
	Dinner Theatre Series		20,000	20,000	14,000	16,000	70,000
	"Les Miserables"				15,500		15,500
	"CATS!" by Andrew Lloyd Webber					20,000	20,000
Lubbock Roots Historical Arts Council	Arts Roast of TJ Patterson		1,500				1,500
Lubbock Symphony Orchestra	Lubbock Youth Symphony	8,000					8,000
	Masterworks Concert Series	30,000	30,000	37,500	39,000	42,000	178,500
National Cowboy Symposium & Celebration	National Cowboy Symposium & Celebration	15,000	15,000	16,000	18,000	19,750	83,750
Science Spectrum	Da Vinci - The Genius, An Exhibition of Science and Art		6,000				6,000
TTU Public Media - KTTZ-TV	24 Frames: Art and Music Events					25,000	25,000
TTU University Interscholastic League	One-Act Play Director's Workshop	3,000	2,500	3,500	4,000	5,000	18,000
Underwood Center for the Arts	First Friday Art Trail	9,000	10,000	14,000	12,000	14,000	59,000
	Flatland Film Festival	3,250					3,250
	Helen DeVitt Jones Clay Studio "Creative Workshops in Clay"				6,000		6,000
West Texas Watercolor Society	Jean Haines Watercolor Workshop			3,000	1,800		4,800
	Julie Schumer Watermedia Workshop					2,000	2,000
	Jan Sitts Watercolor Workshop				1,500		1,500
		125,150	127,700	136,000	146,200	200,250	735,300

**City of Lubbock, Texas
Civic Centers
Second Cycle - Cultural Arts Grant Funding
January 2011 through January 2015**

Organization	Project	January 2011	January 2012	January 2013	January 2014	January 2015	TOTAL
All Saints Episcopal School of Lubbock	Private School Interscholastic Assn One-Act Play Competition					750	750
Art League of West Texas Foundation	Spring Show and/or Workshop				1,600	450	2,050
Ballet Lubbock	Spring Performance	1,500	4,000	6,000	5,725	5,658	22,883
Broadway Festivals, Inc.	4th on Broadway Celebration	25,000	23,800	21,200	25,000	29,200	124,200
Cindy Hughlett Music Ministries	Concert					3,500	3,500
Charles Adams Studio Project	Summer Celebration: Printmaking/Metal Workshops			1,740		1,500	3,240
Each One Reach One	Youth Gospel Choir				15,000	8,700	23,700
	Area Wide GospelFest					11,200	11,200
Flatlands Productions/Cactus Kids Theatrical Co	Musical Production			10,000	11,000		21,000
Lubbock Arts Alliance	Lubbock Arts Festival	27,000	25,000	23,173	28,000	24,200	127,373
	The Maines Bros: Live in the Cultural Dist	7,500		11,000		14,500	33,000
	Lubbock Cultural District Marketing		4,437				4,437
	Riyaz Qawwali @ Lubbock Arts Festival					4,200	4,200
Lubbock Centro Aztlan/Ballet Folklorico Aztlan	Viva Aztlan Festival	6,000	4,365	4,500	5,400	7,200	27,465
Lubbock Christian University	LCU/Wayland Baptist Combined Choir Concert		2,000		2,400		4,400
Lubbock Community Theatre	Spring Season	4,029	4,003	3,500	3,600	6,700	21,832
Lubbock Moonlight Musicals	Summer Season	27,000	23,300	19,400	25,000	23,200	117,900
	Spring Musical Production					19,200	19,200
Science Spectrum	Exhibits			3,500		2,500	6,000
TTU College of Architecture	Urban Stage				15,000		15,000
TTU - Museum Association	Lubbock Museums: Celebrating Our Heros		6,500				6,500
TTU University Interscholastic League	Workshop/Area-Regional Competition-High School Students	5,200	5,000	4,600	5,000	5,000	24,800
	UIL Summer Theatre Camp	6,000	4,475	5,000	5,500	6,000	26,975
Underwood Center for the Arts	Flatland Film Program (entire year)	8,250	10,000	8,700	10,500		37,450
West Texas Watercolor Society	Spring Show			800	800	800	2,400
	40th Annual Exhibition Western Federation of Watercolor Soc.					6,700	6,700
		<u>\$ 117,479</u>	<u>\$ 116,880</u>	<u>\$ 123,113</u>	<u>\$ 159,525</u>	<u>\$ 181,158</u>	<u>698,155</u>

**City of Lubbock, Texas
Civic Centers
Cultural Arts Grant Funding
June 2010 through January 2015**

Organization	Project	June 2010	January 2011	June 2011	January 2012	June 2012	January 2013	June 2013
American Wind Power Center	History of the American Windmill Mural Project	5,000						
	Flowerdew Hundred Post Mill Documentary			15,000				
All Saints Episcopal School/Lubbock	Private School Interscholastic One-Act Play Comp							
Art League of West Texas	Spring Show and Workshop							
Ballet Lubbock	The Nutcracker	6,500		6,500		7,500		8,000
	Spring Performance		1,500		4,000		6,000	
	Fall Performance	1,400						
Broadway Festivals, Inc.	4th on Broadway Celebration		25,000		23,800		21,200	
	Street Dance	10,000						
Charles Adams Studio Project	Printmaking/Metal Workshops						1,740	
Cindy Hughlett Music Ministry	Concert							
Each One Reach One	Gospel Concerts							
Fiestas del Llano, Inc.	Fiestas Patrias Celebration			4,700		12,000		
Flatlands Prod/Cactus Kids Theatrical	Musical Production						10,000	
Heavenly Productions	It's Not Over Yet	5,000						
Lubbock Arts Alliance	Take in the Local Color Studio Tour	7,000		7,000		9,000		7,000
	Lubbock Arts Festival		27,000		25,000		23,173	
	Lubbock Cultural District Marketing	5,000			4,437			5,900
	Riyaz Qawwali @ Lubbock Arts Festival							
	The Maines Bros. Band - Live in Lubbock's Cultural		7,500				11,000	
Lubbock Centro Aztlan	Viva Aztlan Festival		6,000		4,365		4,500	
Lubbock Christian University	LCU/Wayland Baptist Combined Choir Concert				2,000			
	LCU Theatre Spring Musical Productions	3,000		3,000		7,500		7,000
	Master Follies				2,500			
Lubbock Community Theatre	Fall Season	7,000		4,000		6,000		6,500
	Spring Season		4,029		4,003		3,500	
Lubbock Moonlight Musicals	Summer Season		27,000		23,300		19,400	
	Dinner Theatre Series	7,000		20,000		20,000		14,000
	Fall Musical Production							15,500
	Spring Musical Production							
Lubbock Roots Historical Arts Council	Arts Roast of TJ Patterson			1,500				
Lubbock Symphony Orchestra	Lubbock Youth Symphony	8,000						
	Masterworks Concert Series	30,000		30,000		37,500		39,000
Museum of Texas Tech Association	Lubbock Museums: Celebrating Our Heros				6,500			
National Cowboy Symposium & Cele	National Cowboy Symposium & Celebration	15,000		15,000		16,000		18,000
Science Spectrum	Exhibitions			6,000			3,500	
TTU College of Architecture	Urban Stage							
TTU Public Media - KITZ-TV	24 Frames: Art and Music Events							
TTU University Interscholastic League	Workshop/Area-Regional Competition-High School		5,200		5,000		4,600	
	One-Act Play Director's workshop	3,000		2,500		3,500		4,000
	UIL Summer Theatre Camp		6,000		4,475		5,000	
Underwood Center for the Arts	First Friday Art Trail	9,000		10,000		14,000		12,000
	Flatland Film Festival	3,250						
	Flatland Film Program (entire year)		8,250		10,000		8,700	
	Clay Workshops							6,000
West Texas Watercolor Society	Watercolor Show/Workshops					3,000	800	1,800
	Workshops							1,500
	40th Annual Exhibition Watercolor Societies							
		<u>\$ 125,150</u>	<u>\$ 117,479</u>	<u>\$ 127,700</u>	<u>\$ 116,880</u>	<u>\$ 136,000</u>	<u>\$ 123,113</u>	<u>\$ 146,200</u>

January 2014	June 2014	January 2015	TOTAL
			5,000
			15,000
		750	750
1,600		450	2,050
	9,000		37,500
5,725		5,658	22,883
			1,400
25,000		29,200	124,200
			10,000
		1,500	3,240
		3,500	3,500
15,000		19,900	34,900
	12,000		28,700
11,000			21,000
			5,000
	12,000		42,000
28,000		24,200	127,373
	7,500		22,837
		4,200	4,200
		14,500	33,000
5,400		7,200	27,465
2,400			4,400
	9,000		29,500
			2,500
	7,000		30,500
3,600		6,700	21,832
25,000		23,200	117,900
	16,000		77,000
	20,000		35,500
		19,200	19,200
			1,500
			8,000
	42,000		178,500
			6,500
	19,750		83,750
		2,500	12,000
15,000			15,000
	25,000		25,000
5,000		5,000	24,800
	5,000		18,000
5,500		6,000	26,975
	14,000		59,000
			3,250
			26,950
10,500			16,500
800		800	7,200
	2,000		3,500
		6,700	6,700
<u>\$ 159,525</u>	<u>\$ 200,250</u>	<u>\$ 181,158</u>	<u>1,433,455</u>



Regular City Council Meeting

7. 1.

Meeting Date: 07/09/2015

Information

Agenda Item

Ordinance 1st Reading - Planning: Consider an ordinance for a petitioned annexation from Trantham and Rich, LLC, CNS Realty, L.C., and Gary Bell to annex a parcel approximately 157.57 acres adjacent to the city limits south of 130th Street (FM 1585) east of University Avenue.

Item Summary

The petition was submitted to the Planning Department in proper form on the 11th day of March. The City Council passed a resolution on April 9th to accept the petition and directed staff to draft a service plan. The area petitioned for annexation is planned to be primarily residential development. The proposed land uses are mostly consistent with the Comprehensive Land Use Plan (CLUP).

As a petition annexation, the City may only annex the land owned by the petitioner. In the case of this petition, Trantham and Rich, LLC, CNS Realty, L.C., and Gary Bell own the land up to the center line of University Avenue and 130th Street which includes approximately one quarter section of land. Approval of this annexation will result in 130th Street being split by the city limits. East of University Avenue, the north half of 130th Street will remain under the jurisdiction of Lubbock County; the south half will be under the jurisdiction of the City of Lubbock.

Public hearings were held on June 9, 2015 and June 11, 2015. This is the first reading of the annexing ordinance for this property.

Fiscal Impact

See the attached service plan.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF SPARSELY OCCUPIED LAND TO THE CITY OF LUBBOCK, TEXAS, UPON PETITION OF AREA LANDOWNERS, WHICH AREA IS DESCRIBED HEREIN AND IS LESS THAN ONE-HALF MILE IN WIDTH, CONTAINS FEWER THAN THREE QUALIFIED VOTERS, AND IS CONTIGUOUS TO THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; ADOPTING A SERVICE PLAN; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock on April 9, 2015, conducted a public hearing at which the petition for annexation and arguments for and against the annexation were heard by the City Council as required by Section 43.028, Texas Local Government Code; and

WHEREAS, the City Council of the City of Lubbock deemed it to be in the best interest of the citizens of the City of Lubbock to grant said petition for annexation; and

WHEREAS, the City Council of the City of Lubbock conducted two public hearings as required by Section 43.124, Texas Local Government Code on June 9, 2015 at 3:00 p.m. and June 11, 2015; at 5:30 p.m.; and

WHEREAS, the City Council of the City of Lubbock hereby annexes said sparsely occupied area into the City of Lubbock as requested by the land owners of said area; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described containing approximately 157.57 acres and as further described on the petition, including a metes and bounds description and map, attached hereto as Exhibit "A", which said exhibit is made a part hereof for all intents and purposes, which is contiguous to the existing corporate limits of the City of Lubbock, Texas, less than one-half mile in width and which contains fewer than three qualified voters BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas, as requested by the petition of the owners of said area of land.

DESCRIPTION OF ANNEXED AREA

A 157.57 acre tract of land located in the Northwest Quarter (NW/4) of Section 16, Block E, G.C. & S.F. RR. Co. Survey, Abstract No. 664, Lubbock County, Texas, being further described in Exhibit "A" attached hereto and incorporated herein by reference for all purposes.

SECTION 2. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory

annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 3. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 4. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 5. 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 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication 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:

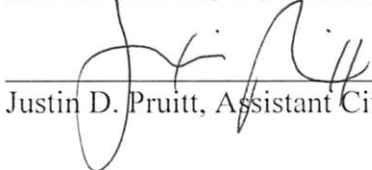
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

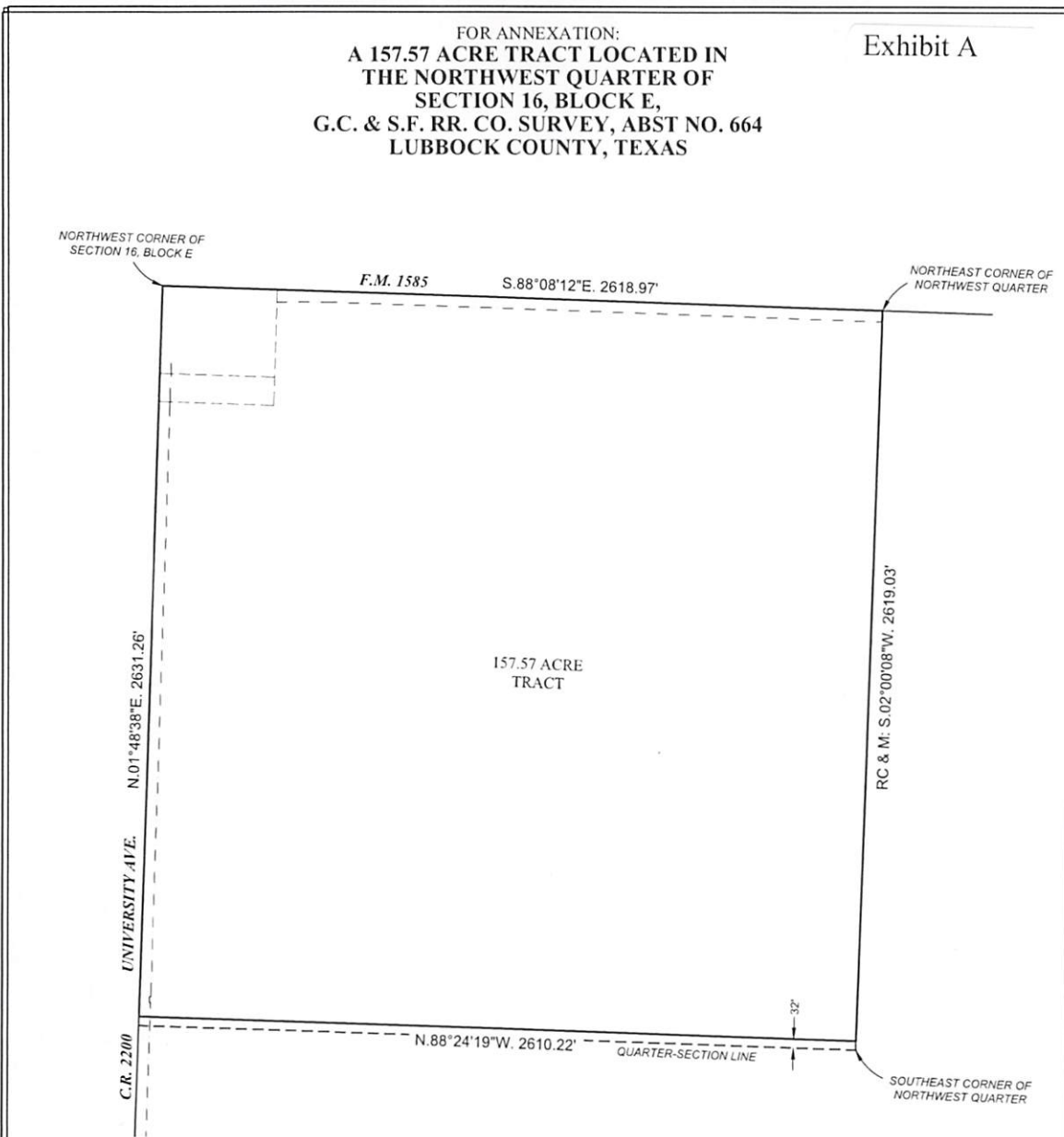


Justin D. Pruitt, Assistant City Attorney

vw:ccdops/Ord.Annex-130th & University
June 3, 2015

FOR ANNEXATION:
**A 157.57 ACRE TRACT LOCATED IN
 THE NORTHWEST QUARTER OF
 SECTION 16, BLOCK E,
 G.C. & S.F. RR. CO. SURVEY, ABST. NO. 664
 LUBBOCK COUNTY, TEXAS**

Exhibit A



DESCRIPTION, FOR ANNEXATION:

A 157.57 ACRE TRACT LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 16 FOR THE NORTHWEST CORNER OF THIS TRACT, SAID SECTION CORNER HAVING COORDINATES OF NORTHING: 7,236,520.86 AND EASTING: 941,020.34, TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD'83;

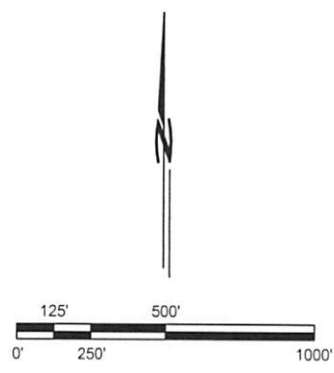
THENCE S. 88° 08' 12" E., ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 2618.97 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 16 FOR THE NORTHEAST CORNER OF THIS TRACT, WHENCE A RAILROAD SPIKE FOUND NEAR THE CENTERLINE OF F.M. HWY. 1585 AT THE NORTHEAST CORNER OF SAID SECTION 16 BEARS S. 88° 08' 12" E. A DISTANCE OF 2618.97 FEET;

THENCE S. 02° 00' 08" W. A DISTANCE OF 2619.03 FEET TO THE SOUTHEAST CORNER OF THIS TRACT, WHENCE A 3/4" IRON PIPE FOUND AT THE CENTER QUARTER CORNER OF SAID SECTION 16 BEARS S. 02° 00' 08" W. A DISTANCE OF 32.00 FEET, SAID QUARTER CORNER HAVING COORDINATES OF NORTHING: 7,233,786.96 AND EASTING: 943,544.67, TEXAS COORDINATE SYSTEM TEXAS NORTH CENTRAL ZONE, NAD'83;

THENCE N. 88° 24' 19" W. A DISTANCE OF 2610.22 FEET TO THE SOUTHWEST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER (NW/4) OF SECTION 16 BEARS S. 01° 48' 38" W. A DISTANCE OF 32.00 FEET AND A RAILROAD SPIKE FOUND AT THE EAST QUARTER CORNER OF SECTION 1 BLOCK AK, E.L. & R.R. RR. CO. SURVEY, ABSTRACT NO. 189, LUBBOCK COUNTY, TEXAS, BEARS S. 01° 48' 38" W. A DISTANCE OF 41.29 FEET;

THENCE N. 01° 48' 38" E., ALONG THE WEST LINE OF SAID SECTION 16, A DISTANCE OF 2631.26 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE TEXAS COORDINATE SYSTEM TEXAS NORTH CENTRAL ZONE, NAD'83. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01° 50' 14". DISTANCES ARE AT SURFACE, IN U.S. SURVEY FEET.

THIS DOCUMENT PREPARED FOR ANNEXATION PURPOSES ONLY AND DOES NOT REPRESENT A COMPLETE BOUNDARY SURVEY.



LEGEND:
 SCALE: 1" = 500'
 HEAVY LINES INDICATE LIMITS OF SURVEY.

STEVENS SURVEYING CO., LLC.

6310 GENOA AVE. SUITE A
 LUBBOCK, TX 79424
 806-687-1559
 TEXAS FIRM NO. 10087500

PREPARED FOR: REAL PROPERTY RESOURCES, INC.

JOB#: 150218 © 2015 ALL RIGHTS RESERVED CAD

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No.14, located at 2402 96th St. Station 14 is approximately 2.5 miles from the intersection of University Ave and FM 1585. First-in response time into this development could be in the 5-6 minute range. Fire suppression activities can be afforded to the annexed area within current budget appropriation with a less than desirable response time. As these areas are developed to the south, an additional fire station(s) to cover these areas should be considered. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office. However, upon annexation, the City of Lubbock Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

EMS

Existing Services: None

Services to be Provided: the City of Lubbock does not provide Emergency Medical Services; such services are provided by Lubbock County Hospital District and private providers.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide construction code enforcement services upon annexation. This includes construction plan review and field inspection services and the issuance of building, electrical and plumbing/mechanical permits for any new construction and remodeling, as well as enforcement of all other applicable codes which regulate building construction within the City of Lubbock.

It is anticipated that such services can be provided with current personnel and within the current budget appropriation. As land is developed, the need for additional personnel and budget appropriations will be dependent upon the type, intensity and rate of development within the annexed area as well as areas that compete for those resources.

PLANNING AND ZONING

Existing Services: None

Services to be Provided: The Planning and Zoning Department's responsibility for regulating development and land use through the administration of the City of Lubbock Zoning Ordinance will extend to this area upon the effective date of the annexation. The property will also continue to be regulated under the requirements of the City of Lubbock Subdivision Ordinance. It is anticipated that these services can be provided within the department's current budget.

GIS AND DATA SERVICES

Existing Services: None

Services to be Provided: GIS and Data Services will update all city-wide GIS data sets to include the newly annexed areas. This will include support to the Office of City Secretary for elections requirements, to Building Inspection, Streets and Traffic Engineering for addresses, street names and street signs, and to Police and Fire for updated information for 911 Dispatch. The updated information will be reflected on the GIS website for use by the public.

LIBRARY

Existing services: Free library use privileges are currently available to anyone residing in this area, as part of an agreement with Lubbock County.

Services to be Provided: These services will continue to be provided upon annexation.

CODE ADMINISTRATION/ENVIRONMENTAL HEALTH DEPARTMENTS

Existing Services: None

Services to be Provided: The City of Lubbock's Code Administration/Environmental Health Departments will implement the enforcement of local ordinances and regulations on the effective date of the annexation. Such services can be provided with current Code Administration/Health Department Personnel and within the current budget appropriation. As land is developed, increases in personnel and budget will be needed in order to provide the same level of customer service.

ANIMAL SERVICES

Existing Services: None

Services to be Provided: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation.

STREET

Existing Services: Lubbock County Public Works

Services to be Provided: Maintenance to the street facilities will be provided by the City of Lubbock upon the effective date of the annexation. It is anticipated that this service can be provided within the current budget appropriation.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

STORM WATER MANAGEMENT

Existing Services: City maintains jurisdiction of playa lakes within the ETJ.

Services to be Provided: Developers will provide storm water drainage and drainage analyses based on current policies at their own expense. Any improvements or

analyses will be reviewed and inspected by city engineers at time of submission or completions. The City will then enforce the drainage policies upon approval.

WATER and SANITARY SEWER SERVICE

Existing Services: None

Services to be Provided: Water and Sewer infrastructure is currently adjacent to this area within the existing City Limits. Availability of water and sewer is at the request and expense of the user, and shall be provided within current policies and ordinances of the City (note below for an explanation of pro-rata charges). Water and sewer for domestic and commercial use, when installed, will be available at approved City rates. Water for fire protection will be available through lines only after service lines are installed by the developer.

Pro-Rata Charges

Chapter 22, City Code establishes the charges or the actual cost of construction due on all property to which water and/or sewer lines are extended. The charge is generally known as “pro-rata” and is due and payable before service is provided. The pro-rata charge represents a portion of the costs of providing water and/or sewer facilities to serve the property on which the pro-rata is paid.

When a person desires water and/or sewer service to property that requires an extension of existing facilities to provide service adjacent to the property or when the service connection will be made to a line constructed after April 1, 1952, the person desiring service shall pay non-refundable charge called pro-rata. 2005 pro-rata charges include \$15.00 per front foot of lot or tract to be serviced for sewer and \$12.00 for water, unless the actual extension cost is greater, then the charge is per actual cost.

When an extension of water/sewer facilities exceeds the above costs, the person(s) desiring service shall pay the entire cost and later be refunded that amount above pro-rata when other persons tie onto service and pay their pro-rata. Ordinance 8017 specifies other items including:

- a. pro-rata on property already platted, and extension of services.
- b. pro-rata and extensions to property being platted,
- c. sizes of lines and meter sizes,
- d. location for service connection,
- e. deposits, charges, refunds,
- f. cost of large mains may be partially paid by City, and other considerations,
- g. when the City Council can declare a health hazard and install mains at public expense.

SOLID WASTE SERVICES

Existing Services: None

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City of Lubbock policies, beginning with occupancy of structures. Additional driver and equipment (1/2 route) can be projected with over 500 homes estimated to be built within this proposed annexation. The landfill will be able to handle this request. The only impact would be that the City could be required to develop the next landfill cell sooner.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas. This includes parks and other publicly owned facilities.

PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

The undersigned owners of the hereinafter described tract of land, which is vacant and without residents, or on which fewer than three qualified voters reside, hereby [if applicable: waive the requirement to be offered a development agreement pursuant to Section 43.035, and] petition your honorable Body to extend the present city limits so as to include as part of the City of Lubbock, Texas, the following described territory, to wit:

Legal Description Attached "Exhibit A"

We certify that the above described tract of land is contiguous and adjacent to the City of Lubbock, Texas, is not more than one-half mile in width, and that this petition is signed and duly acknowledged by each and every person having an interest in said land.

Trantham and Rich, LLC

Signed: _____
Larry Trantham, Managing Member

CNS Realty, L.C.

Signed: _____
John Zias, President

Signed: _____
Gary Bell

Signed: _____
Cynthia Bell

THE STATE OF TEXAS

COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, on this day personally appeared Larry Trantham, Managing Member of Trantham and Rich, LLC, known to me to be the person whose name is subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 11th day of March, 2015.

Notary Public in and for
Lubbock County, Texas.

COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, on this day personally appeared John Zias, President of CNS Realty, L.C., known to me to be the person whose name is subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 11th day of March, 2015.

Kalee Rich

Notary Public in and for
Lubbock County, Texas.



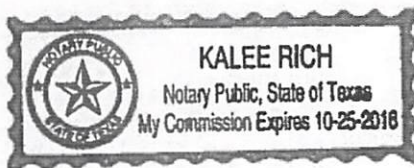
COUNTY OF LUBBOCK

BEFORE ME, the undersigned authority, on this day personally appeared Gary and Cynthia Bell known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 11th day of March, 2014.

Kalee Rich

Notary Public in and for
Lubbock County, Texas.



PETITION REQUESTING ANNEXATION BY AREA LANDOWNERS

TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

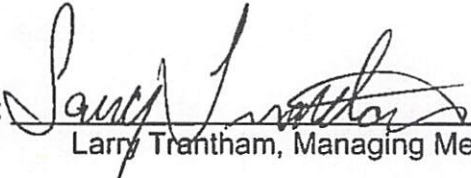
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Trantham and Rich, LLC

Signed:


Larry Trantham, Managing Member

CNS Realty, L.C.

Signed: _____

John Zias, President

Signed: _____

Gary Bell

Signed: _____

Cynthia Bell

THE STATE OF TEXAS

COUNTY OF LUBBOCK

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COUNTY OF LUBBOCK

Rebecca Michelle Orta

Notary Public in and for
Lubbock County, Texas.

BEFORE ME, the undersigned authority, on this day personally appeared John Zias, President of CNS Realty, L.C., known to me to be the person whose name is subscribed to the foregoing instrument and each acknowledged to me that he executed the same for the purposes and consideration therein expressed.

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Notary Public in and for
Lubbock County, Texas.

COUNTY OF LUBBOCK

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Exhibit A

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A 157.57 ACRE TRACT LOCATED IN THE NORTHWEST QUARTER (NW/4) OF SECTION 16, BLOCK E, G.C. & S.F. RR. CO. SURVEY, ABSTRACT NO. 664, LUBBOCK COUNTY, TEXAS, BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

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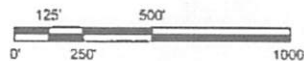
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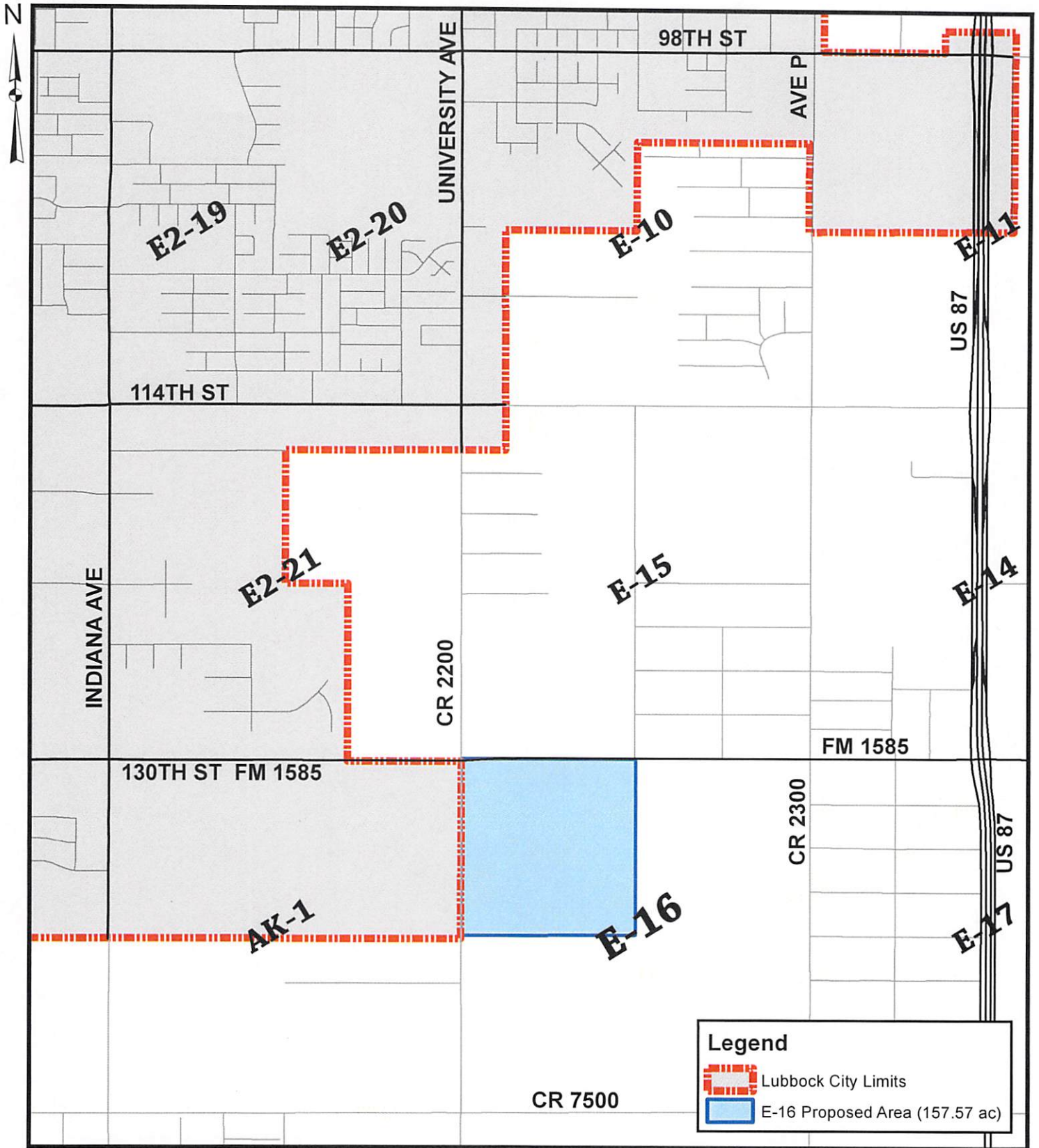
LEGEND
 SCALE: 1" = 500'
 HEAVY LINES INDICATE LIMITS OF SURVEY

**STEVENS SURVEYING
 CO., LLC.**

4118 GENDI BLVD. SUITE 1
 LUBBOCK, TX 79424
 TEXAS FIRM NO. 18887580

386.62° 1'49"
 PREPARED FOR: REAL PROPERTY RESOURCES, INC.
 1029 158218 ©2015 ALL RIGHTS RESERVED

Proposed Annexation Area in Section 16, Block E



0 1,000 2,000 3,000 4,000 5,000
 Feet

This data set was created using data obtained from various sources, and created exclusively for the internal use of the City of Lubbock. Portions of the information may be incorrect or not current. Any person or entity who relies on any information obtained from this data set does so at their own risk. Neither the City of Lubbock, Texas, nor any agency, officer, or employee of the City of Lubbock, Texas, warrants the accuracy, reliability, or timeliness of such information. THIS PUBLICATION IS PROVIDED 'AS IS' WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT. THE CITY OF LUBBOCK SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES RELATED TO THE USE OF THIS PUBLICATION, EVEN IF THE CITY OF LUBBOCK IS ADVISED OF SUCH DAMAGE. BY USING THIS DATA, THE USER AGREES TO BE BOUND BY ALL PARTS OF THIS DISCLAIMER.





Regular City Council Meeting

7. 2.

Meeting Date: 07/09/2015

Information

Agenda Item

Ordinance 1st reading - Planning: Consider an ordinance for annexation of approximately 223 acres adjacent to the city limits north of East FM 1294 and east of Interstate 27, lying in Sections 37 and 38, Block D, L.&S.V.RR Survey and Section 36 Block A, Lubbock County.

Item Summary

Ordinance 1st Reading - Planning: The City Council adopted a resolution on March 12, 2015 to proceed with the annexation process for the 223 acres of land north of FM 1294 and east of Interstate 27 as described in the attached exhibit. This land is intended to be a future phase of the Lubbock Rail Port, and Lubbock Economic Development Alliance project.

Public hearings were held on June 9, 2015 and June 11, 2015. This is the first reading of the annexing ordinance for this property.

Fiscal Impact

See the attached service plan.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Ordinance

ORDINANCE NO. _____

AN ORDINANCE ANNEXING AN AREA OF LAND TO THE CITY OF LUBBOCK, TEXAS, WHICH AREA IS DESCRIBED HEREIN AND IS ADJACENT TO AND ABUTS THE EXISTING CITY LIMITS OF THE CITY OF LUBBOCK, TEXAS, WHICH CONTAINS FEWER THAN 100 SEPARATE TRACTS OF LAND ON WHICH ONE OR MORE RESIDENTIAL DWELLINGS ARE LOCATED ON EACH TRACT; PROVIDING FOR THE ADOPTION OF A SERVICE PLAN IN THIS ORDINANCE; PROVIDING FOR CORRECTION OF THE CITY MAP TO INCLUDE THIS ANNEXED AREA; PROVIDING AN EFFECTIVE DATE; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

WHEREAS, all required notices, including written notice of intent to annex said area to each property owner, each public entity and each railroad company within said area as required by Section 43.062, Subchapter C-1, Texas Local Government Code, have been made in accordance with applicable law; and

WHEREAS, the City Council of the City of Lubbock conducted two public hearings as required by Section 43.063, Texas Local Government Code on June 9, 2015 at 3:00 p.m. and June 11, 2015 at 5:30 p.m.; and

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interest of the citizens of the City of Lubbock to annex said territory into the City of Lubbock; NOW THEREFORE:

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

SECTION 1. THAT the area of land hereinafter described and which is further described on the map attached hereto as Exhibit A and incorporated herein for all intents and purposes, which abuts and is adjacent to the existing corporate limits of the City of Lubbock, Texas, BE and the same is hereby ANNEXED to and included within the corporate limits of the City of Lubbock, Texas.

DESCRIPTION OF ANNEXED AREA

METES AND BOUNDS DESCRIPTION of a 222.99 acre tract of land lying in Section 37 Block D, L, & S.V. RR Co. Survey, Abstract 75, Section 38, Block D, L, & S.V. RR Co. Survey, Abstract 856, Section 36, Block A, G.C. & S.F. RR Co. Survey, Abstract 683, and Section 4, Block D-3, G.C. & S.F. RR Co. Survey, Abstract 859, all in Lubbock County, Texas, being further described as follows:

BEGINNING at a point in the South line of said Section 37 and the North line of said Section 4, same being the Southeast corner of that tract described in County Clerk's File Number 20097374, Official Public Records of Lubbock County, Texas, from which the Southwest corner of said Section 37 bears N. 88°33'23" W. a distance of 12.00 feet;

THENCE S. 01°03'21" W. a distance of 50.00 feet to a point in the South right-of-way line of F.M. Highway 1294 for the Southeast corner of this tract;

THENCE N. 88°33'23" W, along the South right-of-way line of F.M. Highway 1294, along the current city limits as established by Ordinance 8647, a distance of 2644.29 feet to the Southwest corner of this tract;

THENCE N. 01°13'55" E., along the current city limits as established by Ordinance 2005-00063 a distance of 3682.06 feet to the Northwest corner of that tract described in County Clerk's File Number 20097374;

THENCE S. 88°33'22" E. a distance of 2636.33 feet to the Northeast corner of that tract described in County Clerk's File Number 20097374;

THENCE S. 01°17'53" W., along the East line of said Section 38, a distance of 2096.81 feet to a point;

THENCE S. 88°44'48" E. a distance of 5.51 feet to a point in the West line of a 5.01 acre tract described in Volume 7712, Page 99, Official Public Records of Lubbock County, Texas;

THENCE South 01°03'21" West, a distance of 1535.27 feet to the Point of Beginning;

SECTION 2. THAT the service plan attached hereto as Exhibit "B" and incorporated herein by reference for all purposes was submitted in accordance with Chapter 43 of the Texas Local Government Code and is hereby approved as part of this Ordinance.

SECTION 3. THAT the City Engineer is hereby authorized and directed to immediately correct the map of the City of Lubbock by adding thereto the additional territory annexed by this Ordinance, indicating on the map the date of annexation and the number of this Ordinance. The City Secretary and the City Engineer shall each keep in their respective offices an official map of the City of Lubbock showing the boundaries of the municipal corporation, including this annexation.

SECTION 4. THAT this Ordinance shall be effective thirty (30) days after final passage by the City Council.

SECTION 5. 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 6. THAT the City Secretary is hereby authorized and directed to cause publication of the descriptive caption of this Ordinance as an alternative method of publication 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:

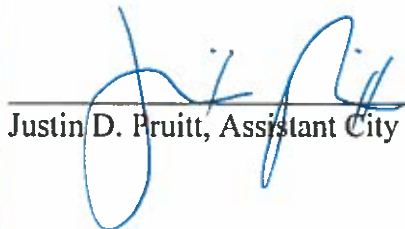
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



Justin D. Pruitt, Assistant City Attorney

vw:ccdocrs/Ord.Annex-Rail Port Phase II
June 23, 2015



EXHIBIT A

Legend

-  Lubbock City Limits
-  Future Annexation

UTAH ST

D-38

ASH AV

INSURANCE ST

DREW ST

A-36

Planning Department

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.

MUNICIPAL SERVICE PLAN

FIRE

Existing Services: None

Services to be Provided: Fire suppression will be available to the area upon annexation. Primary fire response will be provided by Fire Station No.2, located at 1515 E Ursuline St. Station 2 is approximately 6 miles from the intersection of Interstate 27 and East FM 1294 with an approximate response time of 8 minutes. Fire suppression activities can be afforded to the annexed area within current budget appropriation with a less than desirable response time. Adding an additional fire station to cover this area is a challenge without further development for justification. Fire prevention activities will be provided by the Fire Marshal's office as needed.

POLICE

Existing Services: None

Services to be Provided: Currently, the area is under the jurisdiction of the Lubbock County Sheriff's Office. However, upon annexation, the City of Lubbock Police Department will extend regular and routine patrols to the area. It is anticipated that the implementation of police patrol activities can be effectively accommodated within the current budget and staff appropriation.

EMS

Existing Services: None

Services to be Provided: the City of Lubbock does not provide Emergency Medical Services; such services are provided by Lubbock County Hospital District and private providers.

BUILDING INSPECTION

Existing Services: None

Services to be Provided: The Building Inspection Department will provide code enforcement services upon annexation. This includes issuing building, electrical and plumbing/mechanical permits for any new construction and remodeling, and enforcing all other applicable codes which regulate building construction within the City of Lubbock.

ANIMAL SERVICES

Existing Services: None

Services to be Provided: Animal control services will be provided to the area as needed. The City of Lubbock Animal Services Department will implement the enforcement of the City of Lubbock's animal control ordinances and regulations upon the effective date of the annexation. It is anticipated that such services can be provided with current personnel and budget appropriation.

STREET

Existing Services: Lubbock County Public Works

Services to be Provided: Maintenance to the street facilities will be provided by the City of Lubbock upon the effective date of the annexation. It is anticipated that this service can be provided within the current budget appropriation.

STREET LIGHTING

Existing Services: None

Services to be Provided: The City of Lubbock will coordinate any request for improved street lighting with the local electric provider in accordance with standard policy.

TRAFFIC ENGINEERING

Existing Services: None

Services to be Provided: Upon annexation and in conjunction with the platting process, Traffic Engineering will identify and install required traffic signs to be installed at the developer's expense. Other regulatory traffic control devices will be provided after appropriate studies indicate the data meets the minimum requirements as set forth in the Texas Manual on Uniform Traffic Control Devices (TMUTCD) and as budget permits.

STORM WATER MANAGEMENT

Existing Services: City maintains jurisdiction of playa lakes within the ETJ.

Services to be Provided: Solid Waste Collection shall be provided to the area of annexation in accordance with the present ordinance. Service shall comply with existing City policies, beginning with occupancy of structures. The landfill will be able to handle this request. The annexation will have little impact to the landfill.

MISCELLANEOUS

All other applicable municipal services will be provided to the area in accordance with the City of Lubbock's established policies governing extension of municipal services to newly annexed areas. This includes parks and other publicly owned facilities.



Regular City Council Meeting

7.3.

Meeting Date: 07/09/2015

Information

Agenda Item

Resolution - Parks and Recreation: Consider a resolution authorizing the City Manager, or his designee, to negotiate with Golf Hub of Lubbock for a license agreement to construct, maintain and operate a golf driving range and practice facility with concessions in McAlister Park.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution - McAlister Park

McAlister Park Lease and Map

RESOLUTION

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

SECTION 1. THAT the City Manager is hereby authorized and directed to negotiate for and on behalf of the City of Lubbock, a License Agreement between the City of Lubbock and Golf Hub of Lubbock, for the purpose of constructing, maintaining, and operating a golf driving range and practice facility with concessions located in McAlister Park, according to the general terms as specified in Attachment A.

SECTION 2. THAT the finalized License Agreement shall be subject to subsequent City Council approval.

SECTION 3. THAT because McAlister Park has received state funding and land for park development and operation, upon receiving the approval of the City Council, the License Agreement shall not be valid until subsequent approval is granted by the Texas Parks and Wildlife Department.


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 - Golf Hub of Lubbock Negotiations 7.9.15
July 9, 2015

GROUND LEASE PROPOSAL

Landlord: City of Lubbock

Tenant: To Be Determined Golf Entity

Property: Approximately 18 acres located at McAlister Park
See attached aerial photograph

Use of Property: Golf Academy/driving range with restaurant and bar

Rent: Upon opening for business - \$100,000 (paid monthly) with 1% annual increase thereafter.

Term: 20 years

Options: 25 (5) year options

Type of Lease: Absolute net
All expense associated with the property (with the exception of the ring road maintenance) shall be paid by Tenant.

Special Provisions: Tenant's property will be east of the Hummer track. Also, Tenant will construct a screening barrier using fences and landscaping on Tenant's west property line.

Date: 6/29/2015
To: Lubbock City Council
Subject: Golf Project at McAlister Park

We have met with council members, assistant city attorneys and Scott Snider to identify the various concerns with our project. Below are the itemized concerns as well as our plan of action to address each concern:

1. THE SALE OF ALCOHOLIC BEVERAGES IN A CITY PARK ADJACENT TO BALL FIELDS.

We have agreed to move our project further east and provide a screening fence with landscaping. We have received a letter from Western Little League expressing their support of our project.

2. THE VALUE OF THE LAND.

We have received an appraisal in the amount of \$495,000. Our annual rent of \$100,000 will provide the city with an annual return of over 20%. The rent will be reinvested back into McAlister Park. Additionally, we have agreed to increase the rent to \$100,000 starting in year one. This gives the city an additional \$100,000 in rent over the first two years.

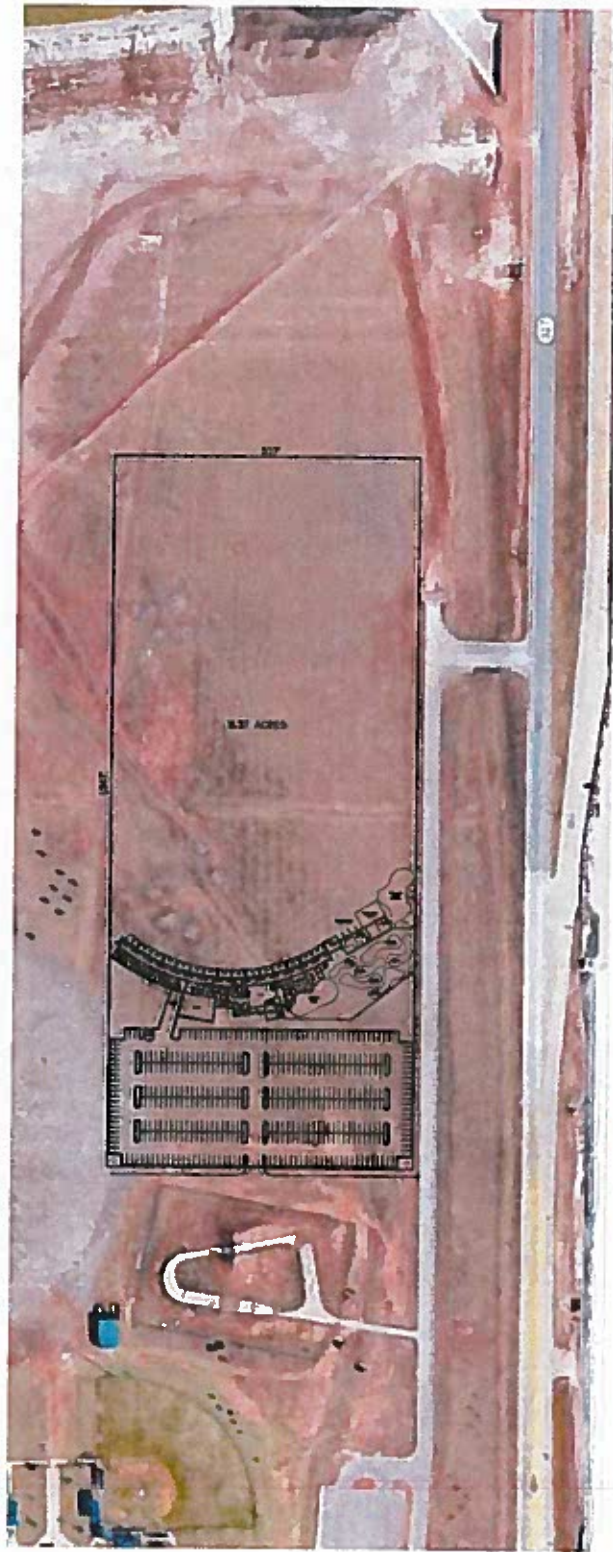
3. THE SALE OF MEMBERSHIPS.

We agree not to sell memberships which would allow preferential treatment over any individual desiring to use the facility. Customers will be served on a first come first served basis. The only reservations taken will be for lessons and corporate/group events.

4. LEGAL ISSUES OPERATING IN A CITY PARK.

We will agree to give the city the right to approve the operator of the facility, approve the owner or buyer of the facility, audit our annual budget, take possession of the facility if abandoned, require the facility to be properly maintained, approve our fees and schedule as are typical for private entities operating in a city park.

Hopefully this adequately addresses your issues and we are available to participate in any discussions you desire.



SITE PLAN

SCALE: 1" = 200' 0"





Regular City Council Meeting

7. 4.

Meeting Date: 07/09/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00066 for Zone Case 916-C, a request of Jennifer Paz, for Stripes LLC, for a zoning change from C-2 and C-4 to C-3 on Tract E, Tract H, and the north 42.75 feet of Tract J, Wilshire Park Addition, 2530 Parkway Drive and 102 and 108 Cherry Avenue.

Item Summary

On June 25, 2015 the City Council approved the first reading of the ordinance.

General comments:

Request of Jennifer Paz, for Stripes LLC, for a zoning change from C-2 and C-4 to C-3 on Tract E, Tract H, and the north 42.75 feet of Tract J, Wilshire Park Addition, 2530 Parkway Drive and 102 and 108 Cherry Avenue.

Adjacent land uses:

N: R-1, Parkway Drive

S: C-4 & R-2, Vacant Commercial, Old Clinic

E: C-3 & R-1, Convenience Store, Tobacco Road and Residential

W: C-3, MLK Burger Restaurant

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

There are two types of zoning on the property; C-2 and C-4. The proponent is requesting C-3 zoning to be able to construct a new Stripes convenient store on the property. Currently the proposed store could be constructed on the south portion of the property, but not along the north portion zoned C-2 because gas pumps are not permitted within this zoning district. C-3 zoning on this property is a down-zone from C-4 and an up-zone from C-2, and would be a viable fit since most of the properties are zoned C-3. Based on the surrounding and existing zoning the request is consistent with our zoning policies.

Effect on the adjacent street and thoroughfare system:

None.

Recommendations:

Staff recommends approval.

On June 2, 2015, the Planning & Zoning Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

916-C Ordinance

916-C Backup

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. 916-C; A ZONING CHANGE FROM C-2 AND C-4 TO C-3 ZONING DISTRICT ON TRACT E, TRACT II, AND THE NORTH 42.75 FEET OF TRACT J, WILSHIRE PARK 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 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. 916-C

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 **C-2 and C-4** to **C-3** zoning district on **Tract E, Tract II, and the north 42.75 feet of Tract J, Wilshire Park Addition, City of Lubbock, Lubbock County, Texas, located at 2530 Parkway Drive and 102 and 108 Cherry Avenue.**

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:

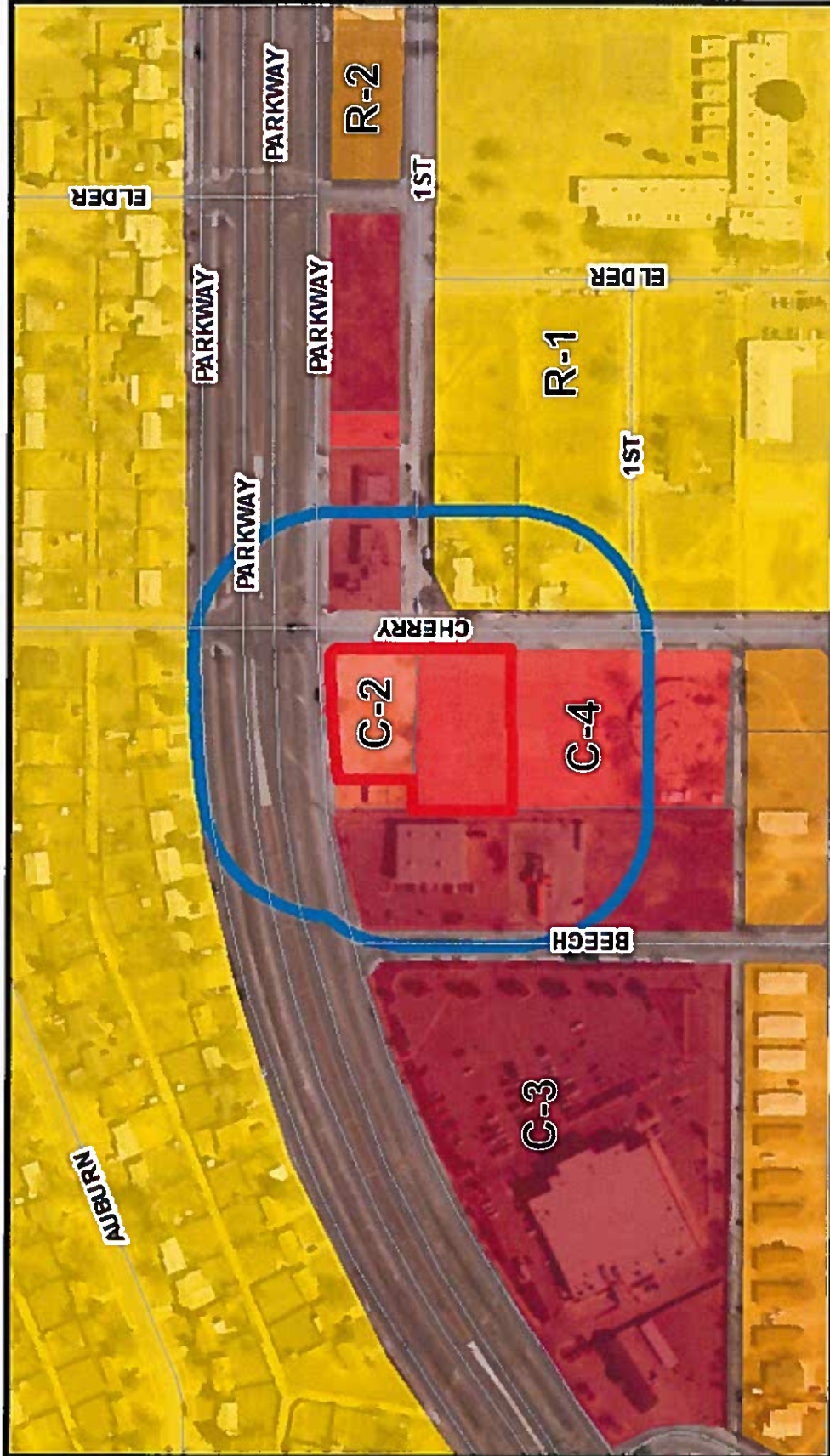


Justin D. Pruitt, Assistant City Attorney

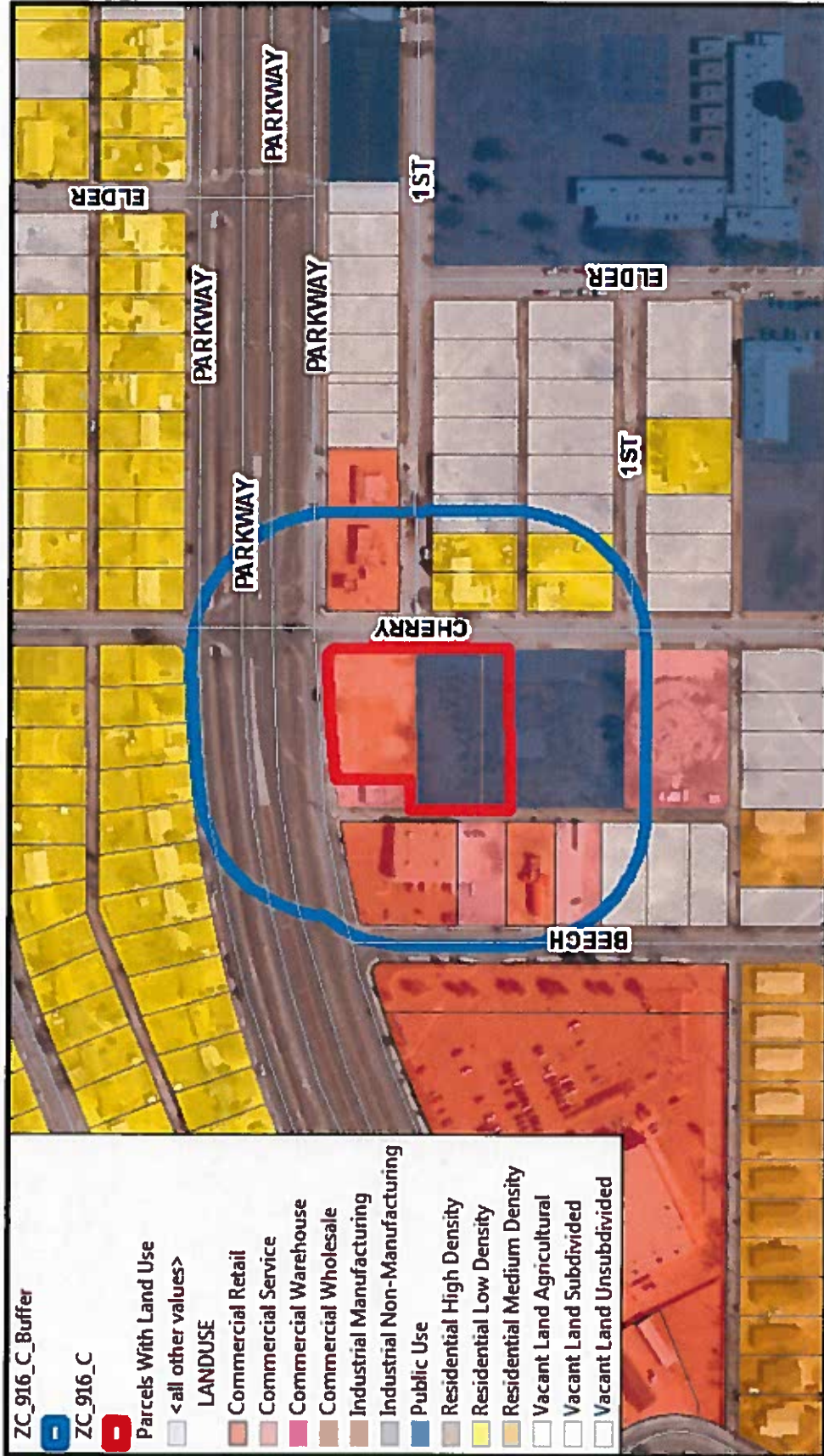
vw/cityatt/Justin/ZoneCase/ZC916-C
June 2, 2015



P.Z.C. Case 916-C

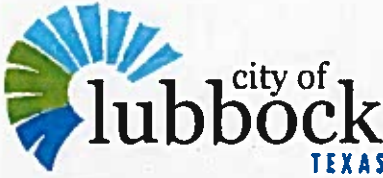


P.Z.C. Case 916-C Zoning



P.Z.C. Case 916-C

Request of Jennifer Paz (for Stripes LLC) for a zoning change from C-2 and C-4 to C-3, 2530 Parkway Drive and 102 and 108 Cherry Avenue



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Jennifer Paz -HFA For Stripes LLC
21056 S. Loop West, Suite 525 4525 Ayers Street
Houston TX 77054 Corpus Christi TX 7
713) 702-0987 661) 884-2463

Location or Address: 2530 Parkway Drive
Legal Description: see legal description on exhibit
Existing Land Use: Vacant Existing Zoning: C-2 Local Retail
Acreage or Square Footage of Property: 1.425 acres or 62,092 sqft.
Zoning Requested: C-2 Local Retail to C-3 General Retail

Proposed Development: Rezoning is necessary for the development of a Stripes Convenience Store.

If property is not subdivided, will preliminary plat be submitted? Yes No X
Applicant's Signature Date 5/5/15

Filing Fee: \$478.00
(\$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 map map 14

Zone Case No.: 1916-C Agenda No.:
Request for zoning change from: C-2 C-4 To: C-3
on Tract E, Tract H and the north 42.75' of Tract J
1.425 acres of unplatted land out of Block A section 1092

on Lot(s): Block(s):
Subdivision: Wilshire Park Address: 2530 Parkway Drive, 102 Cherry Ave, + 108 Cherry Ave

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.: 916-C

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
MAY 22 REC'D
PLANNING DEPARTMENT

Print Name MIRASAAD MOUSAVI TAM

Signature: ASAM M

Address: 3001 S LOOP 289 APT B 202 LUBBOCK TX

Address of Property Owned: 107 Beech AVE 79423



Regular City Council Meeting

7.5.

Meeting Date: 07/09/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 3003-00067 for Zone Case 3003-E, a request of Hugo Reed and Associates, Inc., for Fountain Hills LP, for a zoning change from GO to A-1 on 1.5 acres of unplatted land out of Block AK, Section 21, south of 98th Street and east of Milwaukee Avenue.

Item Summary

On June 25, 2015 the City Council approved the first reading of the ordinance.

General comments:

The request is for a zoning change to A-1 from an existing Garden Office zoning.

Adjacent land uses:

To the west and south of this property is vacant A-1 zoning. North of this tract is a vacant Garden Office tract. East of this property is zoned transitional.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

The requested change continues a buffer district that separates the future single family neighborhood from the future garden office and 98th Street, therefore is consistent with the city’s zoning policies.

Effect on the adjacent street and thoroughfare system:

There should be little to no effect on the thoroughfare system. The upgraded paving of 98th Street, like most thoroughfares, will come with a justified traffic demand for thoroughfare paving.

Recommendations:

The Staff recommends the case for approval.

On June 2, 2015 the P&Z Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

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. 3003-E**; A ZONING CHANGE FROM GO TO A-1 ZONING DISTRICT ON **1.5 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTON 21, 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. 3003-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 **GO** to **A-1** zoning district on **1.5 acres of unplatted land out of Block AK, Section 21, City of Lubbock, Lubbock County, Texas, located at south of 98th Street and east of Milwaukee 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:



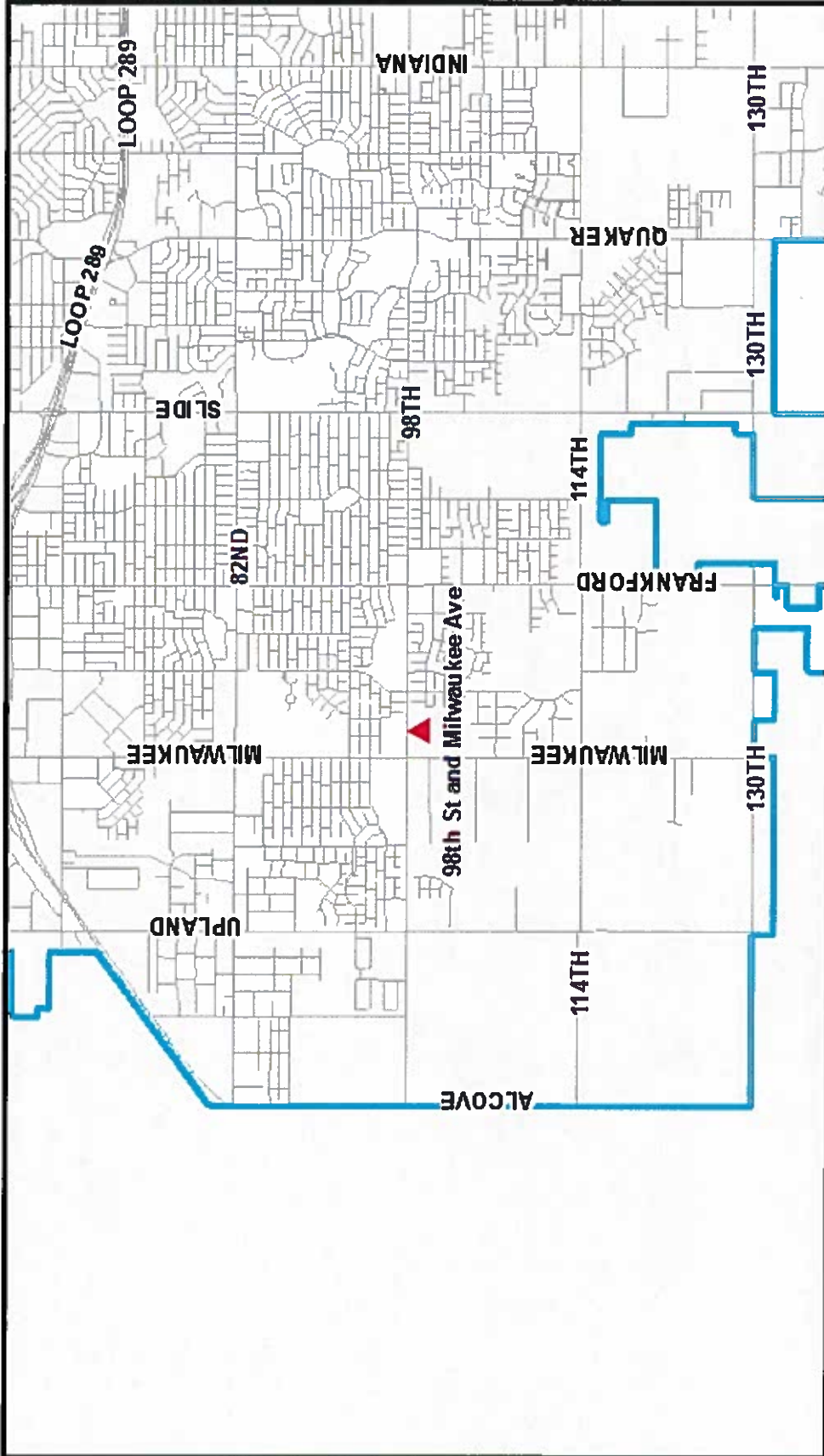
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

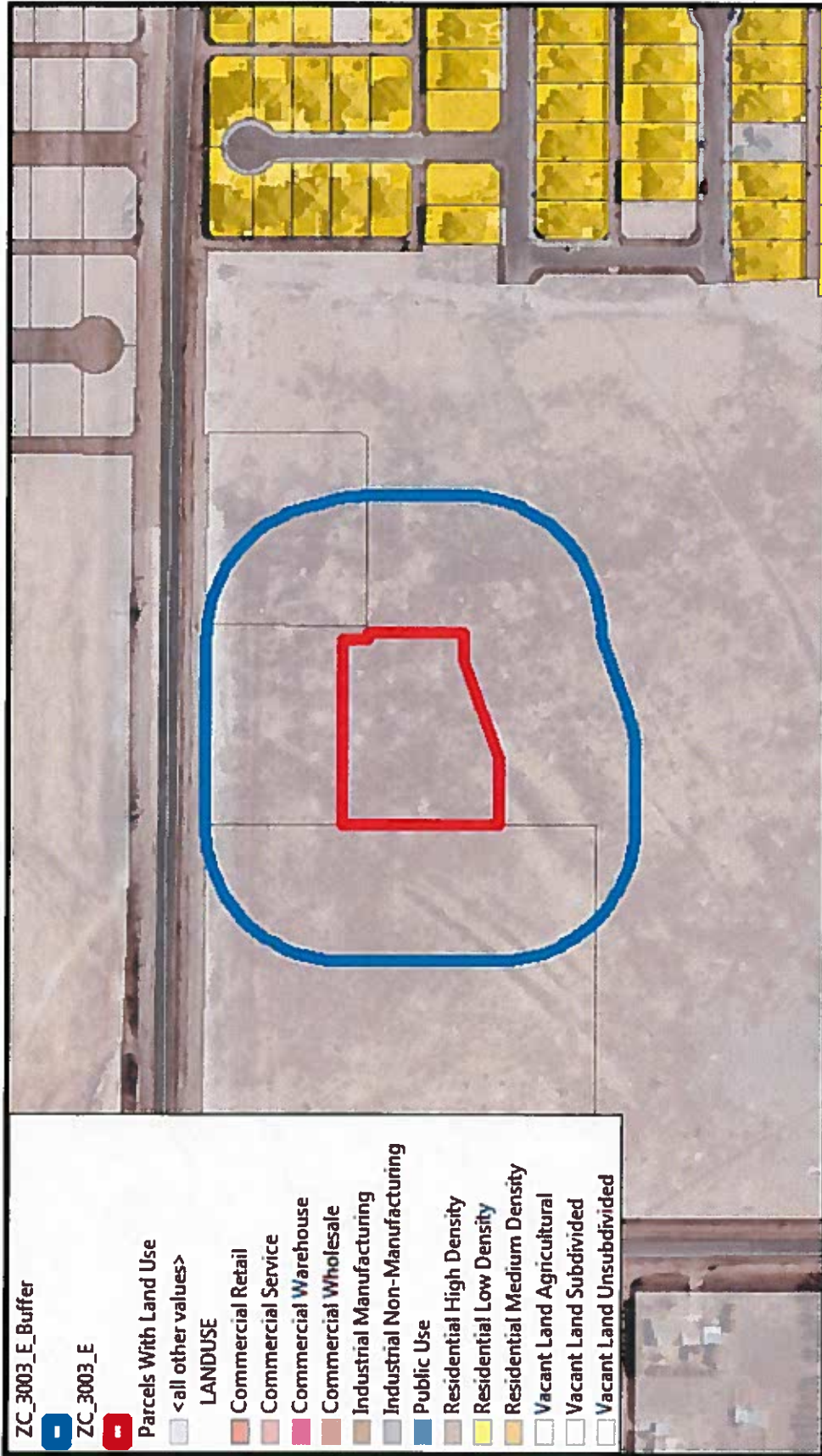


Justin D. Pruitt, Assistant City Attorney

vw/cityatt/Justin/ZoneCase/ZC3003-E
June 2, 2015



P.Z.C. Case 3003-E



P.Z.C. Case 3003-E

Request of Hugo Reed and Associates, Inc. (for Fountain Hills LP) for a zoning change from GO to A-1, south of 98th Street and east of Milwaukee Avenue



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 Fountain Hills LP
5211 70th Street
Street/Post Office Box
Lubbock, Texas 79424
City State Zip
806-928-5428
Telephone

Location or Address: Section 21, Block AK

Legal Description: See metes and bounds description attached

Existing Land Use: Vacant Existing Zoning: GO

Acreage or Square Footage of Property: 1.5 acres

Zoning Requested: A-1

Proposed Development: Unspecified multifamily

If property is not subdivided, will preliminary plat be submitted? Yes No X

Terry Holman
Applicant's Signature

May 11, 2015
Date

Filing Fee: \$478 (FH # 1918)
(\$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

Zone Case No.: 3003-E

Agenda No.:

Request for zoning change from: GO

To: A-1

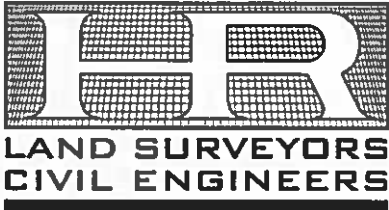
1.5 acres of unplatted land out of block A section 21

on Lot(s):

Block(s):

Subdivision:

Address: 6307 98th St
151
S of 92th + east of Milwaukee



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 1.5 acre tract of land located in Section 21, Block AK, Lubbock County, Texas, being further described as follows:

BEGINNING at a point for the Southwest corner of this tract which bears S. 87°59'54" E. an approximate distance of 660.0 feet and S. 01°50'54" E. an approximate distance of 507.0 feet from the Northwest corner of said Section 21, Block AK, Lubbock County, Texas;

THENCE N. 01°50'54" E. an approximate distance of 242.0 feet to a point for the Northwest corner of this tract;

THENCE S. 87°59'54" E. an approximate distance of 283.6 feet to a point for the Northeast corner of this tract;

THENCE S. 01°48'39" W. an approximate distance of 40.0 feet to a point;

THENCE S. 87°59'54" E. an approximate distance of 10.0 feet to a point;

THENCE S. 01°48'39" W. an approximate distance of 148.0 feet to a point for the Southeast corner of this tract;

THENCE N. 88°11'21" W. an approximate distance of 43.1 feet to a point;

THENCE S. 72°18'45" W. an approximate distance of 159.1 feet to a point;

THENCE N. 88°09'06" W. an approximate distance of 100.6 feet to the Point of Beginning;

Bearings relative to the North line of Section 21, Block AK, being previously recognized as S. 87°59'54" E.

Prepared for Carl Mortensen

May 26, 2015

PREPARED FOR ZONE CHANGE REQUEST ONLY; DOES NOT REPRESENT A SURVEY.



Regular City Council Meeting

7. 6.

Meeting Date: 07/09/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-O0068 for Zone Case 3255-A, a request of Kay Pruitt, for Rusty Hendrick, for a zoning change from R-1 to M-1 Specific Use for professional offices and warehouse uses on 3.077 acres of unplatted land out of Block AK, Section 42, 7602 34th Street.

Item Summary

On June 25, 2015 the City Council approved the first reading of the ordinance.

General comments:

Request of Kay Pruitt (for Rusty Hendrick) for a zoning change from R-1 to M-1 Specific Use for professional offices and warehouse uses on 3.077 acres of unplatted land out of Block AK, Section 42 (7602 34th Street).

Adjacent land uses:

N: (R-1) Vacant Undeveloped land

S: (T) Vacant land and existing structures

E: (C-4) Vacant Land

W: (M-1) Sun Star Electric Company (West of that property is C-4 nursery)

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

The property is between an existing C-4 zoned property to the east and an Industrial Electric Warehouse to the West. The area is complex because of the railroad cuts through the area diagonally, the M-1 and C-4 properties currently in place.

Although the property exceeds the 10 acre area policy for commercial corners, R-1 would not be a viable use or solution for the property. Staff recommends the change to M-1 limiting the uses to offices along 34th street and warehouse uses along Yuma.

Effect on the adjacent street and thoroughfare system:

None. The property is located along a major thoroughfare and a proposed residential street(Yuma). Careful consideration should be taken to prevent excessive drive approaches along Yuma, and access to 34th street should be limited to 1 access point.

Recommendations:

Staff recommends approval subject to the following conditions:

1. Tied to the proposed site plan, including curb cuts.

On June 2, 2015 the P&Z Commission recommended the request with a unanimous vote with the following

conditions:

1. Tied to the site plan including curb cuts.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

P&Z Commission

Attachments

3255-A Ordinance

3255-A Backup

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. 3255-A; A ZONING CHANGE FROM R-1 TO M-1 SPECIFIC USE FOR PROFESSIONAL OFFICES AND WAREHOUSE USES, ON 3.077 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 42, 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. 3255-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 R-1 to M-1 Specific Use for professional offices and warehouse uses on 3.077 acres of unplatted land out of Block AK, Section 42, City of Lubbock, Lubbock County, Texas, located at 7602 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 zone change shall be tied to the site plan including curb cuts.**

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 R-1 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 7602 34th 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:



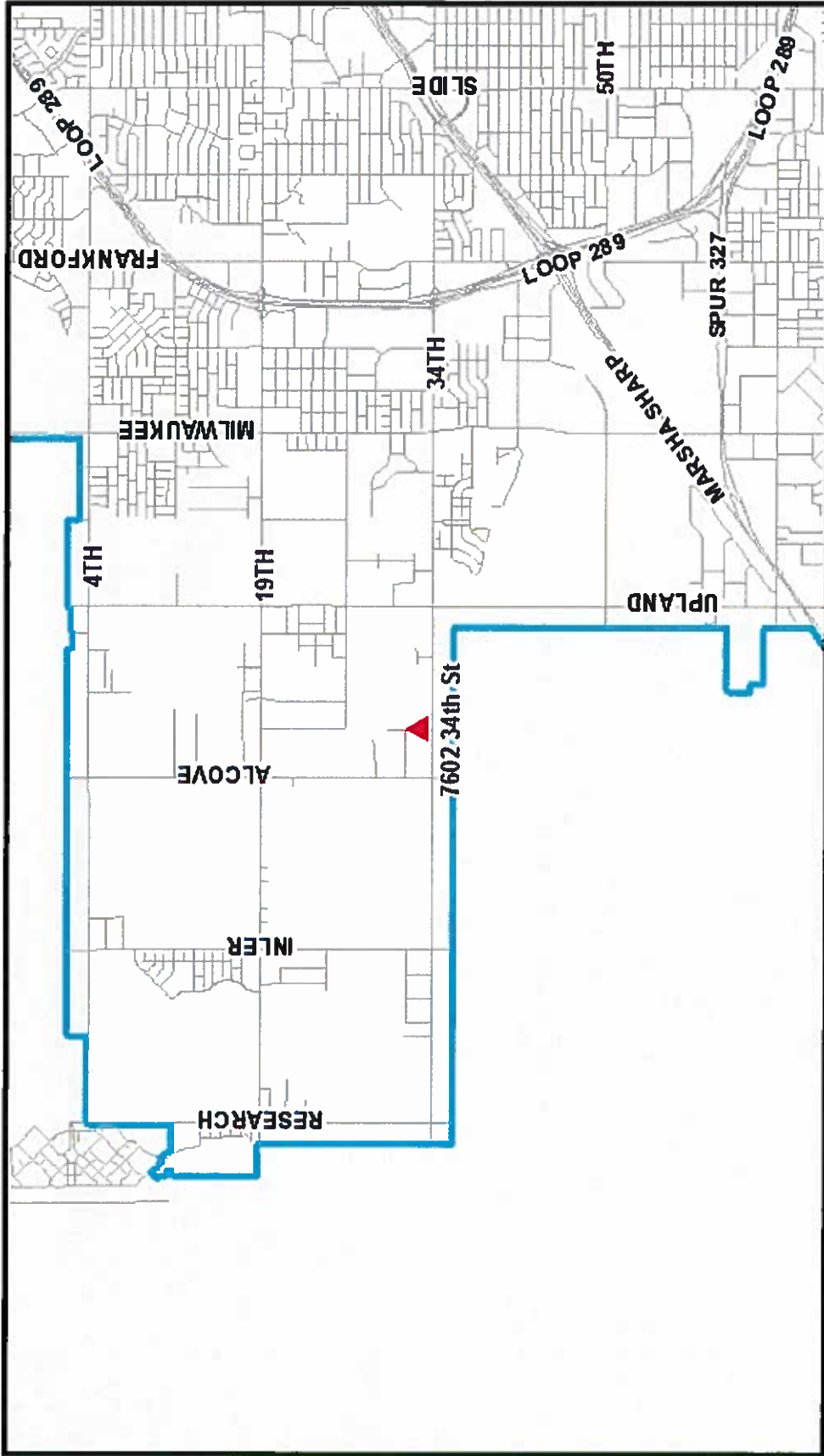
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

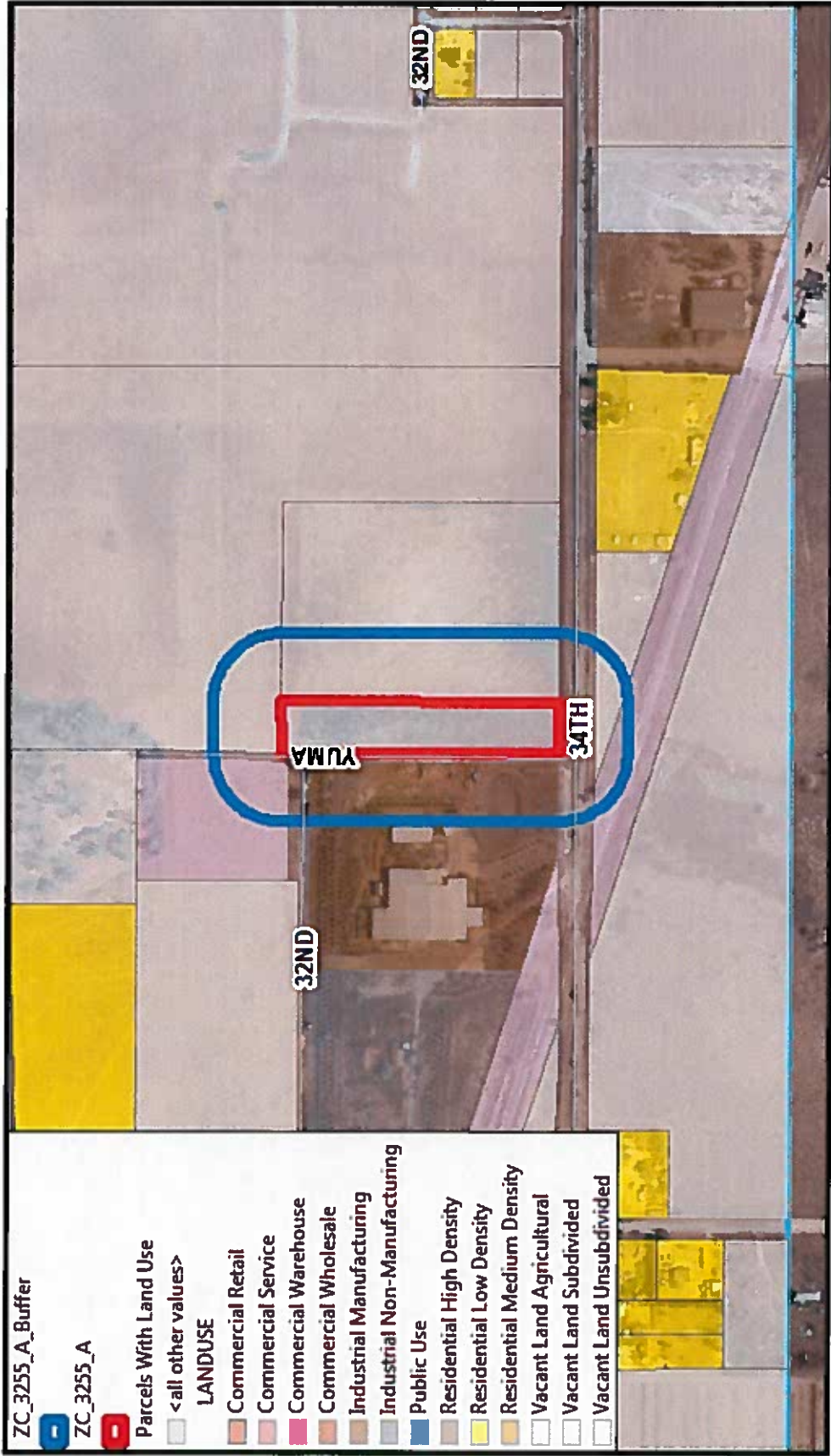


Justin D. Pruitt, Assistant City Attorney

yw/CityAtt/Justin/Zones/ZC3255-A
June 2, 2015

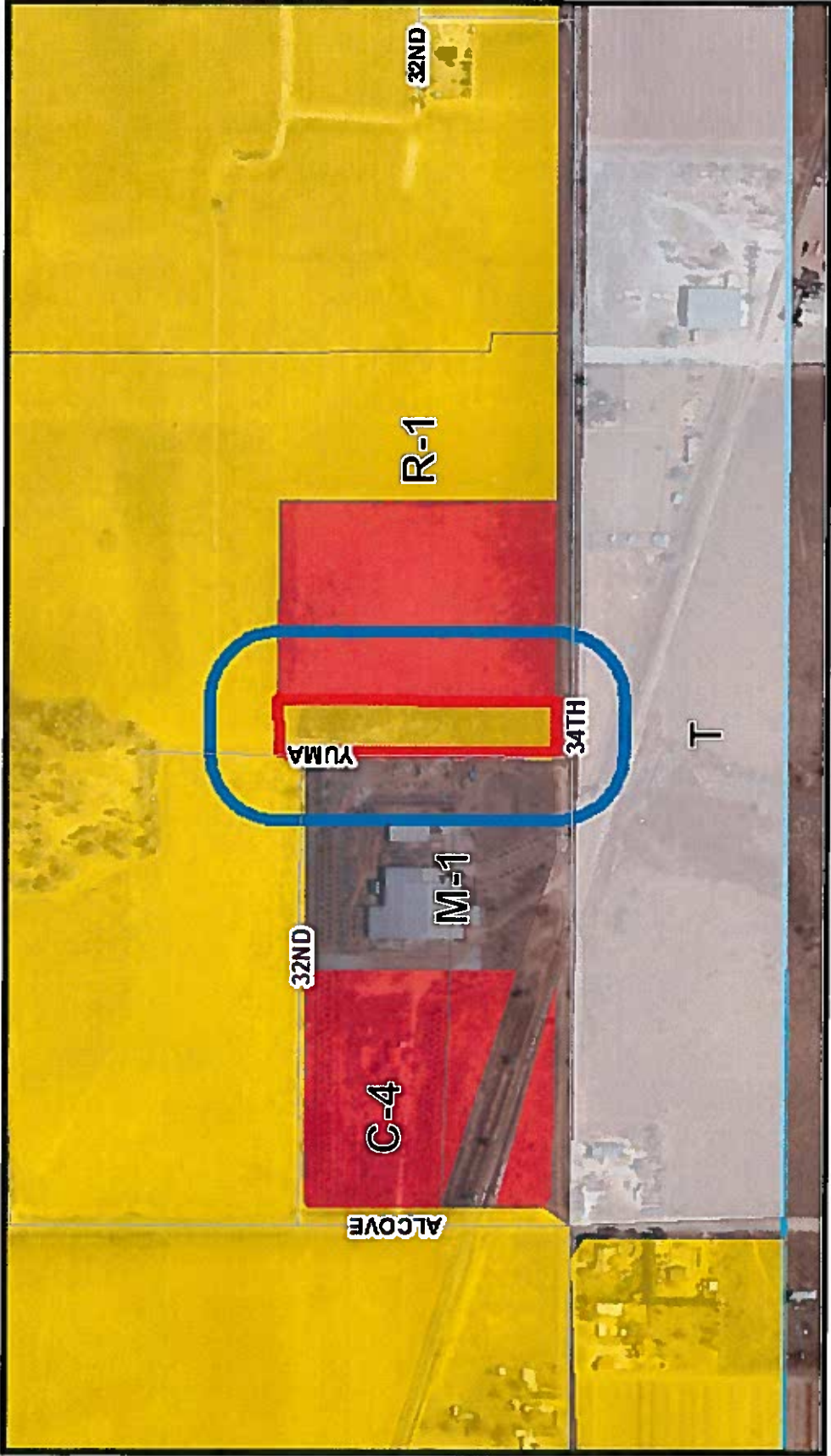


P.Z.C. Case 3255-A



P.Z.C. Case 3255-A

Request of Kay Pruitt (for Rusty Hendrick) for a zoning change from R-1 to M-1 Specific Use for professional offices and storage/office uses, 7602 34th Street



P.Z.C. Case 3255-A Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission
PO Box 2000 / 1625 13th St
Lubbock, TX 79457

Applicant (Please Print) Kay Pruitt
P.O. Box 6829
Lubbock TX 79493
(806) 317-2798

For Rusty Hendrick
10610 Saven, Ave.
Lubbock TX 79424
(806) 789-0995

Location or Address: 7602 34th St.
Legal Description: Block Tract CSC, Block AK, Section 42, Abstract 851, Lubbock, TX.
Existing Land Use: Unplatted, Not Developed Existing Zoning: R-1
Acreage or Square Footage of Property: 3.077 Acres
Zoning Requested: C-4

Proposed Development: Office Bldg / Office-WHSE

If property is not subdivided, will preliminary plat be submitted? Yes No
Applicant's Signature Date 5-11-15

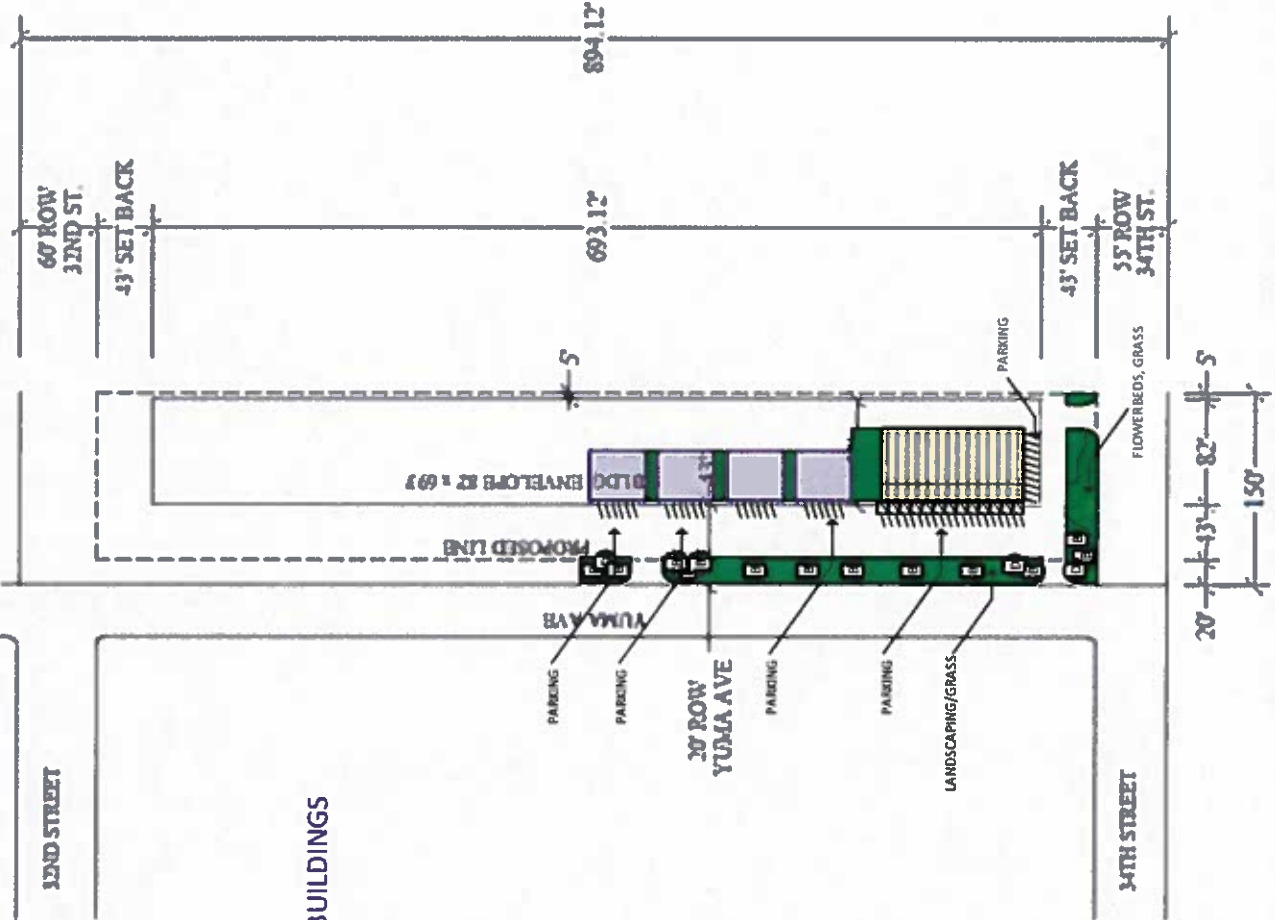
Filing Fee: (\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*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 PIN: 73592 map 46

Zone Case No.: 3255-A Agenda No.:
Request for zoning change from: R-1 To: M-1 spec use

3.077 acres of unplatted land out of Block AK, Section 42
on Lot(s): Block(s):
Subdivision: Address: 7602 34th St



SITE PLAN
 SCALE: 1" = 100'

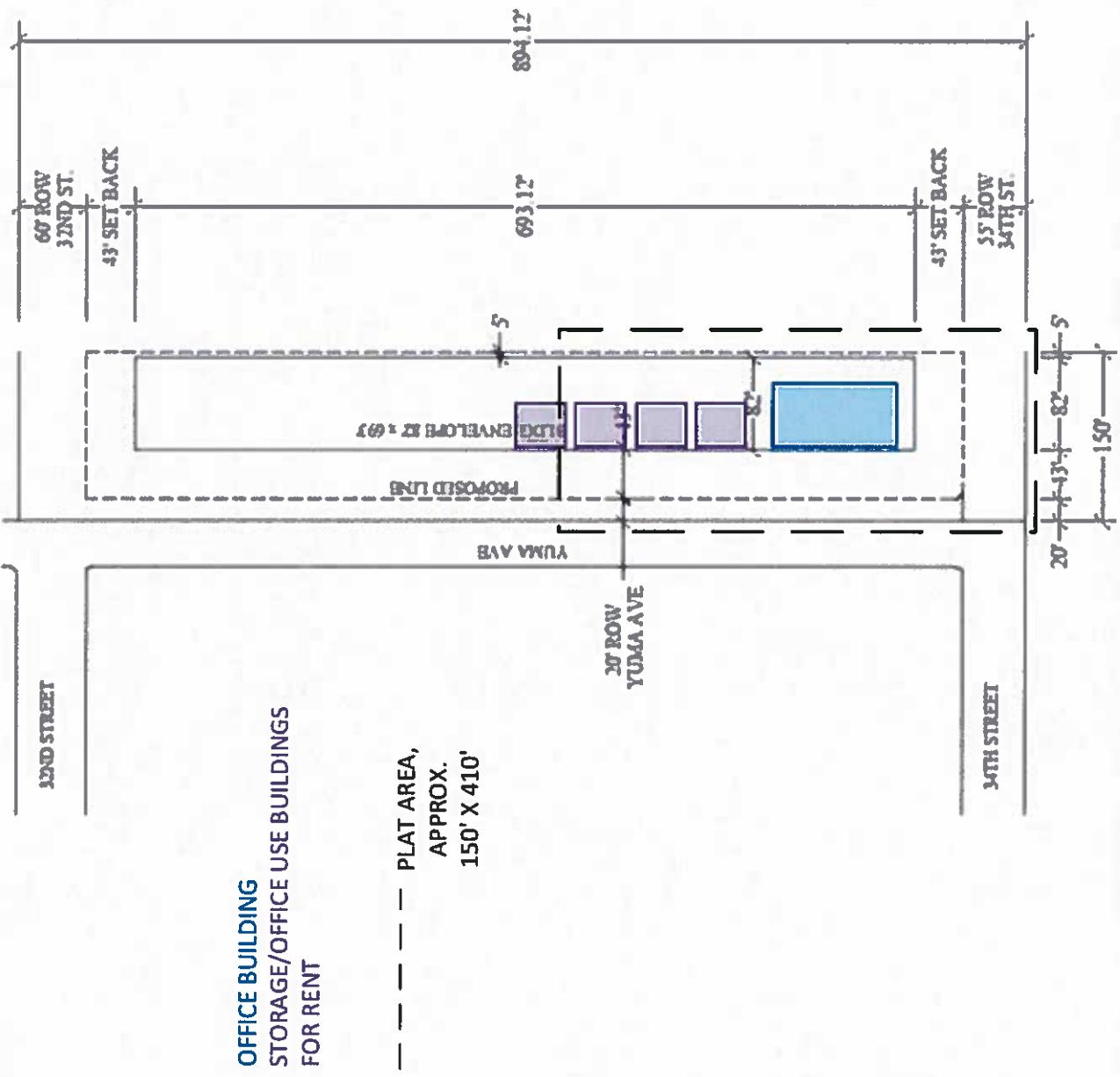
CARRIE ENGINEERING SOLUTIONS
 4400 WEST STREET
 AUSTIN, TEXAS 78746
 (512) 453-1111
 WWW.CARRIEENGINEERING.COM

2018 STREET & YUMA AVE.

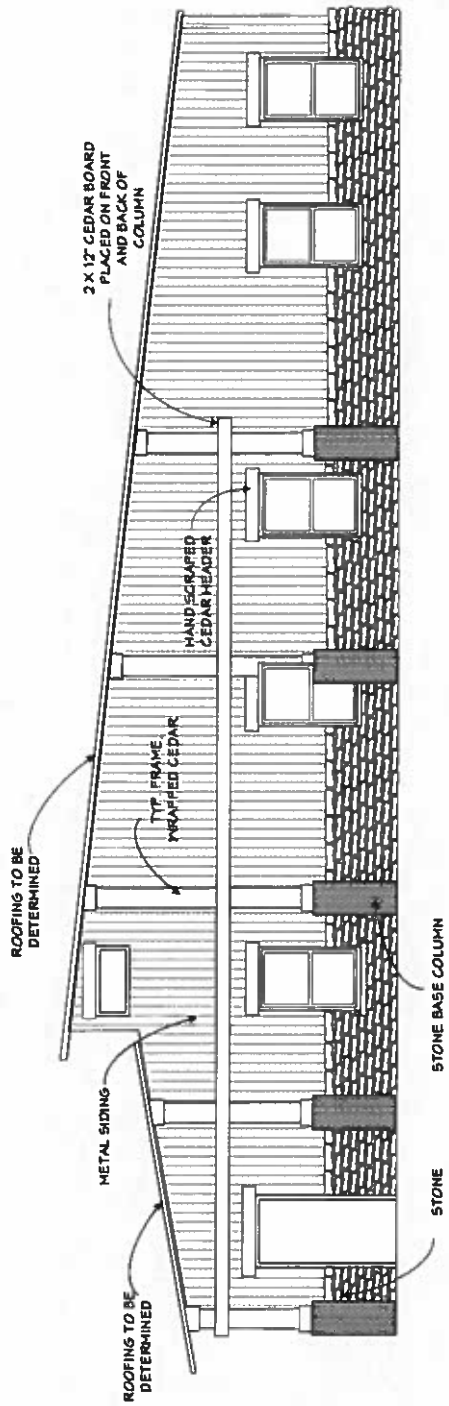
SITE PLAN

DATE: 08/14/2018
 DRAWN BY: [REDACTED]
 CHECKED BY: [REDACTED]

Sheet 1 of 1



SITE PLAN
 SCALE: 1" = 100'



FRONT ELEVATION – FACING 34TH ST.



Regular City Council Meeting

7.7.

Meeting Date: 07/09/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00069 for Zone Case 3257-A, a request of Burl Masters, for 1585 Development LLC, for a zoning change from T to A-2, C-3, GO, R-2, and R-1 Specific Use on 303.576 acres of unplatted land out of Block AK, Section 1, south of 130th Street, between Indiana Avenue and University Avenue.

Item Summary

On June 25, 2015 the City Council approved the first reading of the ordinance.

General comments:

The request is for an overall master plan for this development. It includes commercial areas along the outer loop, single family and duplex zones, along with an apartment tract and a few garden office locations.

Adjacent land uses:

The area to the north, proposed future outer loop, and across is vacant single family. To the east is agriculture land, currently petitioned to be annexed into the city limits. To the south is a low density county development and more farm land. The Kelsey Park development is to the west.

Comprehensive Land Use Plan (CLUP):

The request is not consistent with the Comprehensive Land Use Plan. The CLUP recommends 10 acres of commercial at each thoroughfare intersection. Strip commercial zoning is not recommended. Omitting the commercial zoning request, the balance of the proposed zone changes are consistent with the CLUP.

Zoning Policy:

Similar to the CLUP, the request for solid commercial frontage along a thoroughfare is against the City zoning policies. Aside from the commercial request, the balance of the request is consistent.

Effect on the adjacent street and thoroughfare system:

If 130th is built out as the outer loop, there would be little to no impact. When considering 130th as a thoroughfare, which it is under the current Thoroughfare Plan, there will be a significant negative impact on the thoroughfare system. This amount of commercially zoned property continuous along a thoroughfare produces a substantial amount of traffic problems. As a thoroughfare, the traffic impact would be comparable if not larger than that of 34th and 50th Streets.

Recommendations:

The Staff recommends the case for approval.

On June 2, 2015, the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

3257-A Ordinance

3257-A Backup

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; A ZONING CHANGE FROM T TO A-2, C-3, GO, R-2 AND R-1 SPECIFIC USE FOR REDUCED SETBACKS ON 303.576 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, 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. 3257-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 T to A-2, C-3, GO, R-2 and R-1 Specific Use for reduced setbacks on 303.576 acres of unplatted land out of Block AK, Section 1, City of Lubbock, Lubbock County, Texas, located south of 130th Street, between Indiana Avenue and University Avenue, and being further described as follows:

METES AND BOUNDS DESCRIPTION: Attached as Exhibit "A".

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 T 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 south of 130th Street, between Indiana Avenue and University Avenue, 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:



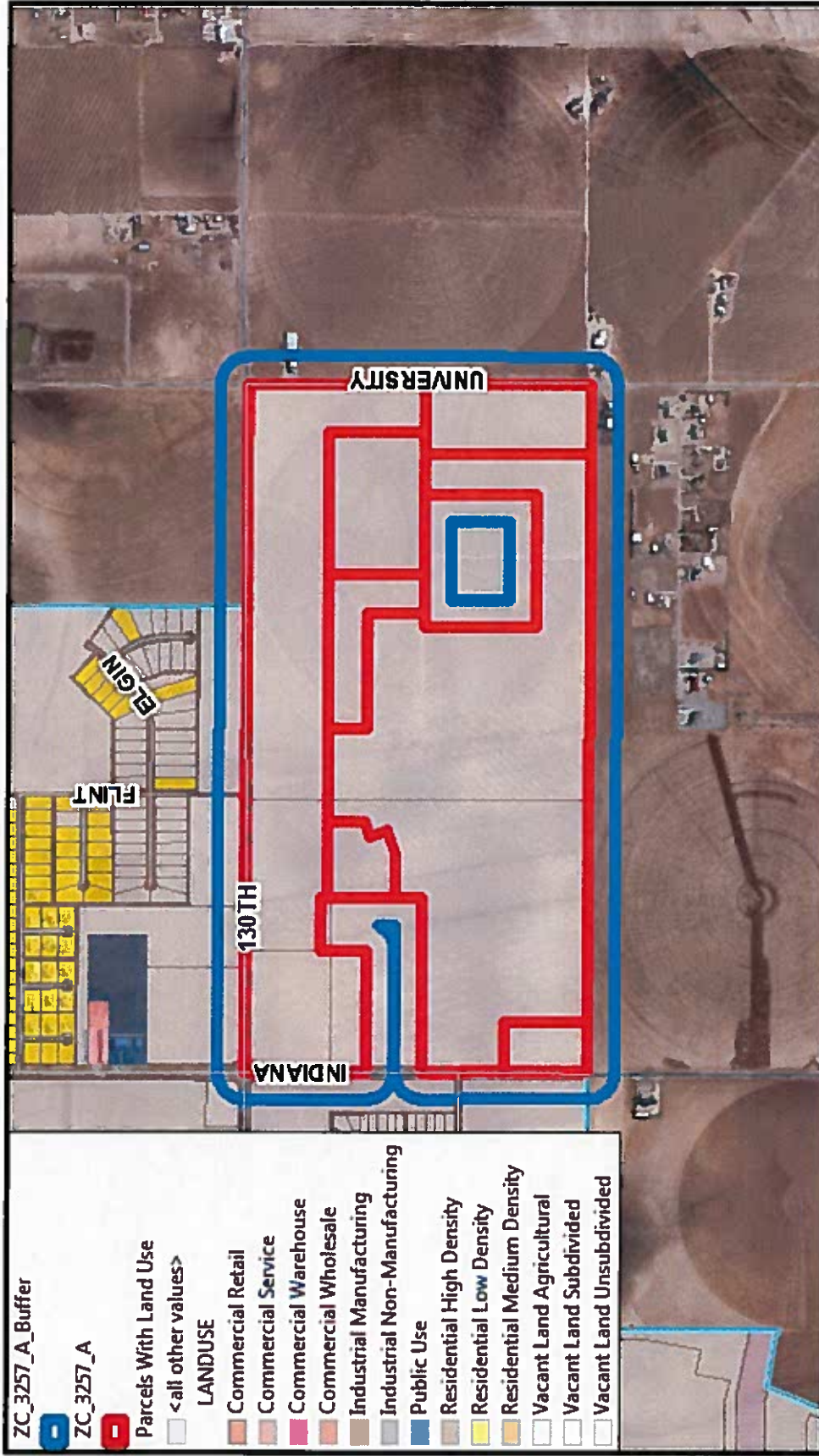
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:



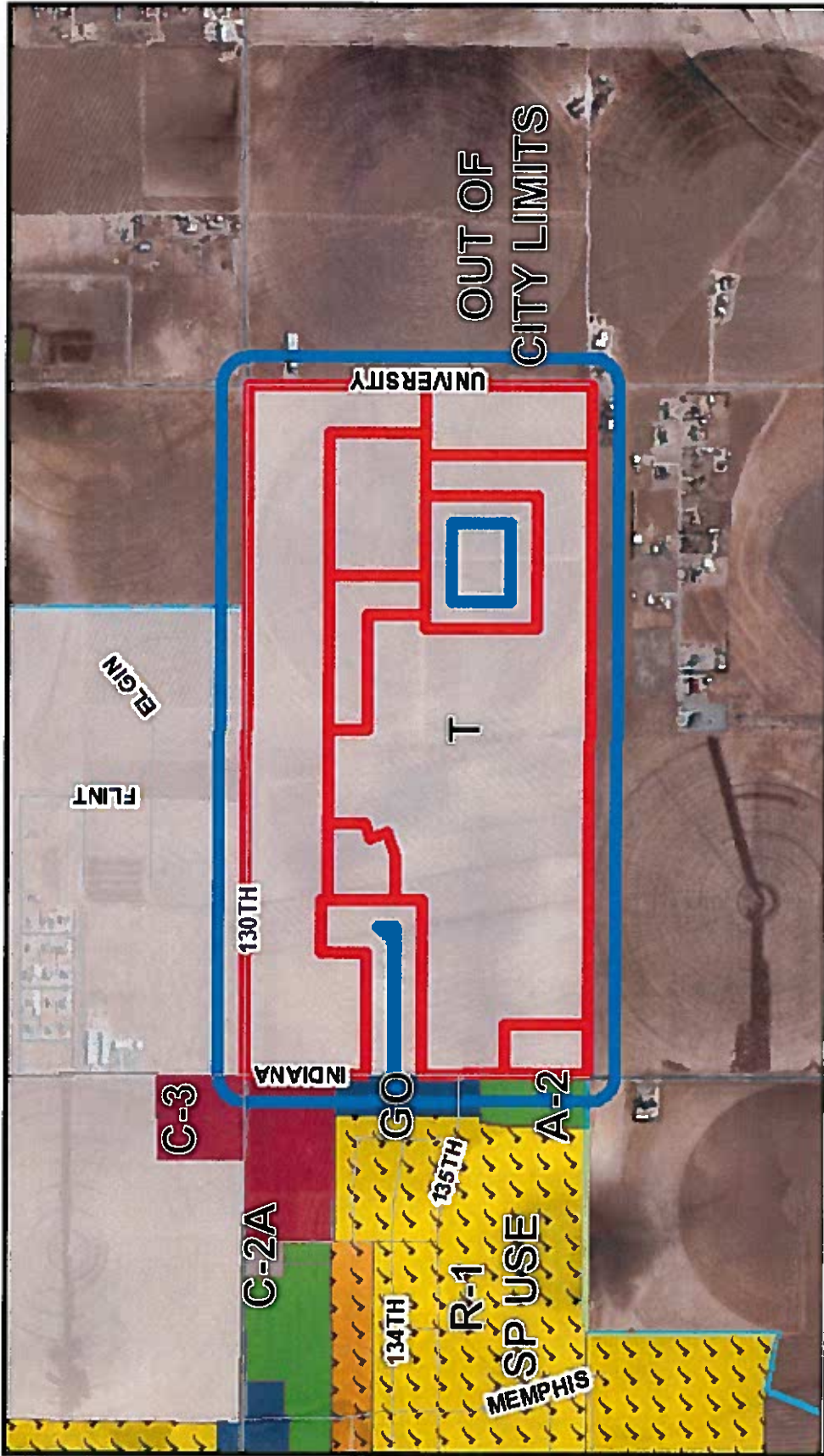
Justin D. Pruitt, Assistant City Attorney

vw/CityAtt/Justin/Zones/ZC3257-A
June 2, 2015



P.Z.C. Case 3257-A

Continued request of Burl Masters (for 1585 Development LLC) for a zoning change from T to A-2, C-3, GO, R-2, and R-1 Specific Use, south of 130th Street, between Indiana Avenue and University Avenue



P.Z.C. Case 3257-A Zoning



APPLICATION FOR ZONE CHANGE

Lubbock Planning & Zoning Commission

PO Box 2000 / 1625 13th St

Lubbock, TX 79457

Applicant (Please Print)

Buizl W. MASTERS

For

1585 DEVELOPMENT LLC

P.O. Box 94890

W. D. VARDEMAN, et al.

Street/Post Office Box

Street/Post Office Box

LUBBOCK TX 79493

City State Zip

(806) 543.6662

()

Telephone

Telephone

Location or Address: FM 1585 (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 [checked] No

Applicant's Signature

[Handwritten Signature]

Date

14 APR 15

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

M+3

MAP 69

Zone Case No.: 3250

Agenda No.:

Request for zoning change from: T

To: C3, G.O., R-2, A-2, R-1 SP USE

320 Acres of unplatted land out of block AK section 1

on Lot(s):

Block(s):

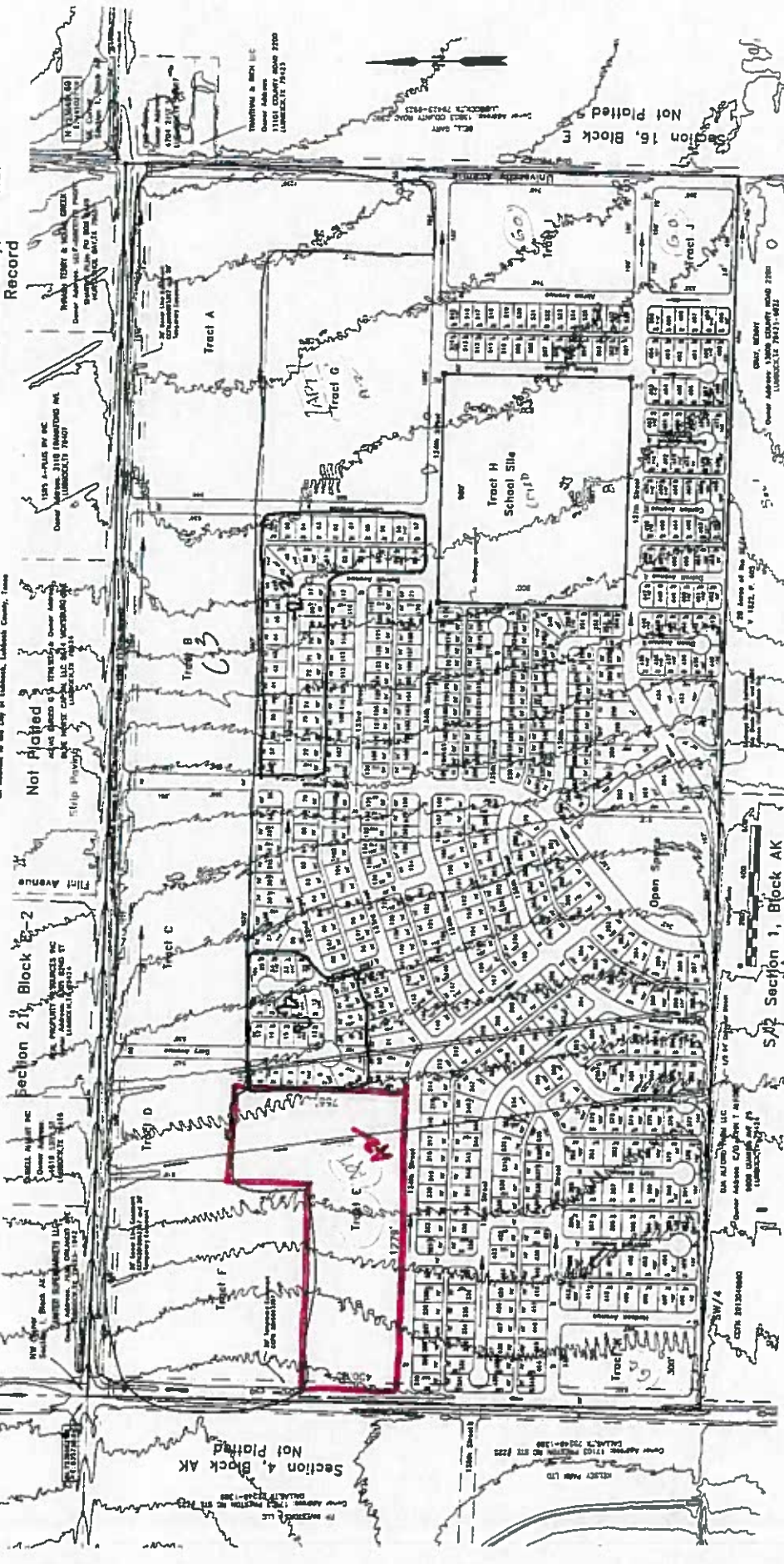
Subdivision:

Address: between Indiana Ave and

UNIVERSITY AVE south of 130th St

Viridian,

Preliminary Plat and Preliminary Subdivisions Plan
 Not Platted
 For Address to the City of Lubbock, Lubbock County, Texas



Section 21, Block 2-2
 Not Platted
 For Address to the City of Lubbock, Lubbock County, Texas

Section 4, Block AK
 Not Platted
 For Address to the City of Lubbock, Lubbock County, Texas

Section 15, Block E
 Not Platted
 For Address to the City of Lubbock, Lubbock County, Texas

Section 16, Block E
 Not Platted
 For Address to the City of Lubbock, Lubbock County, Texas

Section 17, Block E
 Not Platted
 For Address to the City of Lubbock, Lubbock County, Texas

Section 18, Block E
 Not Platted
 For Address to the City of Lubbock, Lubbock County, Texas

Section 19, Block E
 Not Platted
 For Address to the City of Lubbock, Lubbock County, Texas

Section 20, Block E
 Not Platted
 For Address to the City of Lubbock, Lubbock County, Texas

Section 21, Block E
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 For Address to the City of Lubbock, Lubbock County, Texas

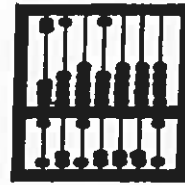
NOT TO SCALE
 THIS PLAN IS A PRELIMINARY PLAT AND PRELIMINARY SUBDIVISIONS PLAN. IT IS NOT TO BE USED FOR ANY PURPOSES OTHER THAN TO SHOW THE GENERAL LAYOUT OF THE PROPOSED SUBDIVISION. THE CITY OF LUBBOCK HAS REVIEWED THIS PLAN AND HAS DETERMINED THAT IT COMPLIES WITH THE REQUIREMENTS OF THE SUBDIVISION ACT. HOWEVER, THIS PLAN IS NOT A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY OF LUBBOCK DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY OF LUBBOCK DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN. THE CITY OF LUBBOCK DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN.

INDICATE DIRECTION OF FLOW

ADACUS ENGINEERING
 8721 6th Street
 Lubbock, Texas 79424
 Phone: 806-741-1111
 Fax: 806-741-1112

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 an 18.791 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point which bears S 01°46'06" W, approximately 620.85 feet;
And S 88°02'16" E, approximately 3820.45 feet from a found nail and washer accepted as the Northwest corner of Section 1;

THENCE S 88°12'41" E, approximately 1100.28 feet;

THENCE S 01°46'06" W, approximately 744.70 feet;

THENCE N 88°07'53" W, approximately 1100.28 feet;

THENCE N 01°46'06" E, approximately 743.17 feet to the PLACE of BEGINNING,
containing 18.791 Acres

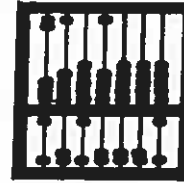
Prepared for Zone Change Purposes only, does not represent an actual survey.

A-Z TRACT 6

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 an 88.057 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a found nail and washer accepted as the Northwest corner of Section 1 and the Northwest corner of this tract;

THENCE S 88°02'16" E, approximately 5286.98 feet;

THENCE S 01°51'21" W, approximately 1360.98 feet;

THENCE N 88°13'54" W, approximately 364.16 feet;

THENCE N 01°46'06" E, approximately 744.70 feet;

THENCE N 88°12'41" W, approximately 3586.71 feet;

THENCE N 01°46'06" E, approximately 48.91 feet;

THENCE N 88°02'16" W, approximately 400.00 feet;

THENCE S 01°46'06" W, approximately 354.52 feet;

THENCE N 88°02'16" W, approximately 934.00 feet;

THENCE N 01°46'06" E, approximately 934.00 feet to the PLACE of BEGINNING, containing 88.057 Acres.

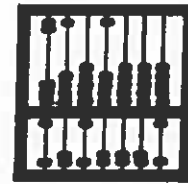
Prepared for Zone Change Purposes only, does not represent an actual survey.

C-3

ABACUS

ENGINEERING
SURVEYING

2737 81ST STREET LUBBOCK, TEXAS 79423
(806) 745-7670



R-1 Specific Use

Metes and Bounds Description prepared for Zone Change Purposes Only on an 137.554 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 1364.01 feet from a found nail and washer accepted as the Northwest corner of Section 1;

THENCE S 88°02'16" E, approximately 1334.01 feet;

THENCE N 01°46'06" E, approximately 207.80 feet;

THENCE S 88°07'53" E, approximately 342.04 feet;

THENCE N 72°00'31" E, approximately 192.28 feet;

THENCE N 17°59'29" W, approximately 144.04 feet;

THENCE N 72°00'31" E, approximately 116.71 feet;

THENCE N 01°46'06" E, approximately 288.19 feet;

THENCE S 88°12'41" E, approximately 723.48 feet;

THENCE S 01°46'06" W, approximately 298.90 feet;

THENCE S 88°07'53" E, approximately 882.73 feet;

THENCE S 01°46'06" W, approximately 442.63 feet;

THENCE N 88°07'53" W, approximately 104.96 feet;

THENCE S 01°51'21" W, approximately 861.70 feet;

THENCE S 88°07'53" E, approximately 1020.26 feet;

THENCE N 01°51'21" E, approximately 861.70 feet;

THENCE S 88°07'53" E, approximately 310.08 feet;

THENCE S 01°51'21" W, approximately 1271.81 feet;

THENCE N 88°07'31" W, approximately 4362.70 feet;

THENCE N 01°46'06" E, approximately 644.80 feet;

THENCE N 88°02'16" W, approximately 385.10 feet;

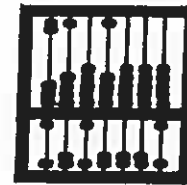
THENCE N 01°46'06" E, approximately 632.16 feet to the PLACE of BEGINNING
containing 137.554 Acres.

Prepared for Zone Change Purposes only, does not represent an actual survey.

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 5.703 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 1996.18 feet from a found nail and washer accepted as the Northwest corner of Section 1;

THENCE S 88°02'16" E, approximately 385.10 feet;

THENCE S 01°46'06" W, approximately 644.80 feet;

THENCE N 88°07'10" W, approximately 385.10 feet;

THENCE N 01°46'06" E, approximately 645.35 feet to the PLACE of BEGINNING, containing 5.703 Acres.

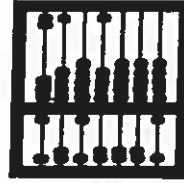
Prepared for Zone Change Purposes only, does not represent an actual survey

GO TRACT K

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 6.540 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point which bears S 01°46'06" W, approximately 628.39 feet;
And S 88°02'16" E, approximately 1334.01 feet from a found nail and washer accepted as the Northwest corner of Section 1;

THENCE S 88°12'41" E, approximately 584.15 feet;

THENCE S 01°46'06" W, approximately 288.19 feet;

THENCE S 72°00'31" W, approximately 116.71 feet;

THENCE S 17°59'29" E, approximately 144.04 feet;

THENCE S 72°00'31" W, approximately 192.28 feet;

THENCE N 88°07'53" W, approximately 342.04 feet;

THENCE N 01°46'06" E, approximately 527.82 feet to the PLACE of BEGINNING,
containing 6.540 Acres

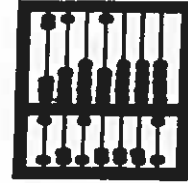
Prepared for Zone Change Purposes only, does not represent an actual survey.

R-Z

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 15.628 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point which bears S 01°46'06" W, approximately 1362.50 feet;
And S 88°02'16" E, approximately 4749.76 feet from a found nail and washer accepted as the Northwest corner of Section 1;

THENCE S 88°11'59" E, approximately 535.14 feet;

THENCE S 01°51'21" W, approximately 1272.44 feet;

THENCE N 88°07'53" W, approximately 535.14 feet;

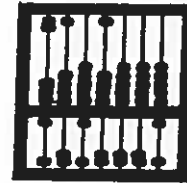
THENCE N 01°51'21" E, approximately 1271.81 feet; to the PLACE of BEGINNING,
containing 15.628 Acres

Prepared for Zone Change Purposes only, does not represent an actual survey.

GO I & J

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 an 11.119 Acre tract out of Section 1, Block AK, Lubbock County, Texas further described by metes and bounds as follows:

BEGINNING at a point which bears S 01°46'06" W, approximately 620.85 feet;
And S 88°02'16" E, approximately 3820.45 feet from a found nail and washer accepted as the Northwest corner of Section 1;

THENCE S 88°12'41" E, approximately 1178.81 feet;

THENCE S 01°46'06" W, approximately 743.17 feet;

THENCE N 88°07'53" W, approximately 296.08 feet;

THENCE N 01°46'06" E, approximately 442.63 feet;

THENCE N 88°07'53" W, approximately 882.73 feet;

THENCE N 01°46'06" E, approximately 298.90 feet to the PLACE of BEGINNING,
containing 11.119 Acres

Prepared for Zone Change Purposes only, does not represent an actual survey.

R-2

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.: 3257-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

MAY 29 REC'D

PLANNING DEPARTMENT

Print Name

David Postar / A-PLUS RV Storage

Signature:

[Signature]

Address:

3110 Frankford

Address of Property Owned:

2614 Fm 1585

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

10

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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

Reasons and/or Comments:

RECEIVED
MAY 01 REC'D
PLANNING DEPARTMENT

Print Name DJA Farm LLC
Signature: John Alford
Address: 9600 Quaker #5 Lubbock TX 79424
Address of Property Owned: South West 160 of Block AK Section 1

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

10

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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

Reasons and/or Comments:

RECEIVED

MAY 04 REC'D

PLANNING DEPARTMENT

Print Name

David Postar (A-PLUS RV)

Signature:

[Signature]

Address:

2614 Fr 1585 4707 9914

Address of Property Owned:

2614 Fr 1585 (University of 1585)

City of Lubbock, TX
Planning Department
Planning and Zoning Commission
Reply Form

10

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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

Reasons and/or Comments:

RECEIVED

MAY 07 REC'D

PLANNING DEPARTMENT

Print Name GARY BELL
Signature: Gary Bell
Address: 13803 CR 2200 Lubbock, TX 79423
Address of Property Owned: same

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.: 3257-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
MAY 26 1999
PLANNING DEPARTMENT

Print Name GARY BELL
Signature: Gary Bell
Address: 13803 CR 2200 LUBBOCK, TX 79423
Address of Property Owned: Same

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.: 3257-A

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
MAY 26 REC'D
PLANNING DEPARTMENT

Print Name DJA ALFORD FARM LLC

Signature: John Alford

Address: 9600 Quaker #5 LUBBOCK, TX

Address of Property Owned: Same Block AK Section 1 South West 1/4 Section



Regular City Council Meeting

7. 8.

Meeting Date: 07/09/2015

Information

Agenda Item

Resolution - City Manager: Consider a resolution approving and confirming the appointment of Jerry Brewer as Interim Police Chief of the City of Lubbock, said appointment having been made by the City Manager on June 26, 2015.

Item Summary

As stated above.

Fiscal Impact

Staff/Board Recommending

James Loomis, City Manager

Attachments

Resolution - Jerry Brewer

RESOLUTION

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

THAT the City Council of the City of Lubbock hereby approves and confirms the appointment of Jerry Brewer as interim Police Chief of the City of Lubbock on June 26, 2015, by City Manager James Loomis. The appointment shall be effective until such time as a new police chief is appointed.

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



James Loomis, City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - Interim Police Chief 6.29.15
6.29.15



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 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.