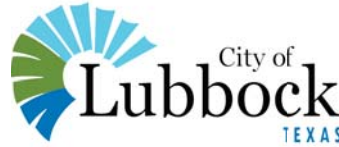


City of Lubbock, Texas
Regular City Council Meeting
Thursday, April 9, 2015

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.

2:30 p.m. -- City Council convenes in open session, and recesses into executive session to consider items 1.-1.2.3.

5:15 p.m. -- City Council reconvenes in open session to consider items 2.-6.6.

1. Executive Session

- 1. 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.
- 1. 1. 1. No. 3094-2013- In the Municipal Court of the City of Lubbock, Texas- City of Lubbock v. 1913 Baylor Avenue.
- 1. 1. 2. Discuss Subchapter C of Chapter 552 of the Texas Local Government Code and any ordinances or resolutions adopted pursuant thereto.
- 1. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.
 - 1. 2. 1. City Attorney
 - 1. 2. 2. City Manager
 - 1. 2. 3. City Secretary

2. Proclamations and Presentations

- 2. 1. Invocation by Pastor Tom Lakey, First Assembly of God
- 2. 2. Pledges of Allegiance

- 2. 3. Presentation of a special recognition for the Annual Lubbock Arts Festival.
- 2. 4. Presentation of a special recognition of the 40th Anniversary of Walk a Mile in Her Shoes event on April 18, 2015.
- 2. 5. Presentation of a special recognition for Stand Up for Transportation Day.
- 2. 6. Presentation of a special recognition for National Public Safety Telecommunications Week, April 12-18, 2015.
- 2. 7. Presentation by Lubbock Apartment Association of donation proceeds of the 2015 State of the City Address. The Mayor has designated the South Plains Food Bank as the recipient of this year's proceeds.

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

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

[Public Comments Sign-Up Form](#)

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

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

See the Supplemental Citizen Comment Agenda.

4. **Minutes**

- 4. 1. February 17, 2015 Special City Council Meeting (Electric Utility Board)
March 9, 2015 Special City Council Meeting (Electric Utility Board)
March 12, 2015 Regular City Council Meeting

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

- 5. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Consider Budget Ordinance 2015-O0022 Amendment 15 amending the FY 2014-15 budget for municipal purposes respecting the grant fund to accept and appropriate additional funding from the Dallas Police Department for the Internet Crimes Against Children grant; providing for filing; and providing for a savings clause.

- 5. 1. 1. **Resolution – Police:** Consider a resolution authorizing the Mayor to execute a Supplement Agreement 1 to that certain Interlocal Agreement (City of Lubbock Resolution 2014-R0125) by and between the City of Lubbock and the City of Dallas, regarding the Dallas Internet Crimes Against Children Task Force.

5. 2. **Budget Amendment Ordinance 1st Reading - Finance:** Consider Budget Ordinance Amendment 16 amending the FY 2014-15 Budget for Municipal purposes respecting the Solid Waste Fund by decreasing the transfer payment in lieu of property tax (PILOT); respecting the Storm Water Fund by decreasing the transfer PILOT; respecting the Wastewater Fund by decreasing the transfer PILOT; respecting the Water Fund by decreasing the transfer PILOT; respecting the General Fund by decreasing the transfers; providing for filing; and providing for a savings clause.
5. 3. **Resolution - Finance:** Consider a Resolution to accept on behalf of the Quincy Park Public Improvement District a park and three medians donated by Real Property Resource, Inc.
5. 4. **Resolution - City Attorney:** Consider a Professional Services Agreement between the City of Lubbock and Bracewell and Guiliani, LLP to provide professional services to the City of Lubbock in Cause No. 14-0572-Coyote Lake Ranch, LLC v. The City of Lubbock before the Texas Supreme Court.
5. 5. **Ordinance 2nd Reading - Public Works Traffic Engineering:** Consider Ordinance 2015-O0023 amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of school zones.
5. 6. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute Amendment 2 to contract 11259, Professional Services Agreement with Kimley Horn and Associates, Inc., for providing professional engineering services associated with the South Lubbock Sanitary Sewer System Extension Phase II.
5. 7. **Resolution – Public Works Engineering:** Consider a resolution authorizing the Mayor to execute contract 12218 with Utility Contactors of America, Inc. of Lubbock, Texas for the construction of the South Lubbock Sanitary Sewer Extension Phase II Bid Package A, RFP 15-12218-PD.
5. 8. **Resolution - Stormwater:** Consider a resolution authorizing the Mayor to execute Professional Services Contract 12113 with Halff Associates, Inc., for the Stormwater Master Plan, Project 8595, RFQ 15-12113-MA.
5. 9. **Ordinance 2nd Reading – Right-of-Way:** Consider Ordinance 2015-O0024 abandoning and closing a portion of a 5-foot x 15-foot water line easement located on Lot 8, Cascada Professional Office Park, Lubbock County, Texas, 6102 82nd Street.
5. 10. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a Real Estate Sales Contract 12310 for property located at 1603 13th Street, Lubbock, Texas between the City of Lubbock and HM Strategies, LLC.
5. 11. **Resolution - Right-of-Way:** Consider a resolution authorizing the Mayor to execute a street-use-license with Lubbock Country Club for a private waterline encroachment at 3400 Mesa Road, Lubbock, Texas.
5. 12. **Resolution - Aviation:** Consider an agreement authorizing the Mayor to execute Amendment 1 to the Architectural/Engineering Services contract 12147 for Lubbock Preston Smith International Airport Improvement Project for the Airfield Asphalt Repair Package Three with Parkhill, Smith, & Cooper, Inc.
5. 13. **Resolution - Aviation:** Consider a resolution authorizing the Mayor to execute contract 12191 with Collier Construction Company of Lubbock, TX for the Fire Alarm System Replacement at Lubbock Preston Smith International Airport, RFP 15-12191-TF.

- 5. 14. **Resolution - Facilities:** Consider a resolution authorizing the Mayor to execute contract 12301 an agreement with Mary K. Crites, AIA for professional architectural and engineering services for the renovations of the Maxey Community Center located at 4020 30th Street, Lubbock, Texas.
- 5. 15. **Resolution - Fleet Services:** Consider a resolution authorizing the Mayor to execute purchase order contract 31022942 with Freedom Chevrolet of Dallas, Texas for a one ton pickup for the Parks Department, ITB 15-12170-SS.
- 5. 16. **Resolution - Transportation Services:** Consider a resolution authorizing the Mayor to execute contract 12217 with Texas Enterprises, Inc., dba United Oil & Grease and contract 12263 with Stewart & Stevenson Power Products, LLC, for motor oil and lubricants for Citibus, ITB 15-12217-TF.
- 5. 17. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0025 for Zone Case 3116-H, a request of Hugo Reed and Associates, Inc., for Wee Care Educational Learning Center, for a zoning change from Garden Office (GO) to Apartment Medical (AM) on Tract L, Kelsey Park Addition, 13401 Quaker Avenue, Lubbock, Texas.
- 5. 18. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0026 for Zone Case 3249, a request of JDMA, Inc., for Scoggin Dickey Dealership, for a zoning change from Transitional (T) to Interstate Highway Commercial (IHC) on 4.32 acres of unplatted land out of Block JS, Section 9, northeast corner of West Loop 289 and 19th Street, Lubbock, Texas.
- 5. 19. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0027 for Zone Case 3250, a request of Brandon Sanderson for a zoning change from Transitional (T) to Interstate Highway Industrial (IHI) on 5.14 acres of unplatted land out of Block AK, Section 30, 6601 Upland Avenue, Lubbock, Texas.
- 5. 20. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0028 for Zone Case 3251, a request of AMD Engineering, LLC, for Henry Patel, for a zoning change from R-1 and Interstate Highway Commercial (IHC) to IHC for a hotel on Tract 2-A-1-A, Niraj Investments LLC Addition, 6506 Interstate 27, Lubbock, Texas.
- 5. 21. **Ordinance 2nd Reading – Planning:** Consider Ordinance 2015-O0029 for Zone Case 1542-U, a request of WCA Design Studio, LLC, for Sharp Academy, for a zoning change from AM to C-2A Specific Use for a private school and all unconditionally permitted AM uses on the west 172 feet of Tract C and Tract D, South Park Addition, 4415 66th Street, Lubbock, Texas.

6. **Regular Agenda**

- 6. 1. **Public Hearing 5:30 p.m. - Planning:** Conduct a public hearing for petition for 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, and to consider a resolution to approve the petition and authorize the preparation of a service plan.
- 6. 2. **Resolution - Planning:** Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 3701 19th Street for an on-premise alcoholic beverage permit.

6. 3. **Resolution - Finance:** Consider a resolution authorizing the Mayor to execute the North and East Lubbock Community Development Corporation (NELCDC) Grant Management agreement for promoting economic development.
6. 4. **Resolution - Finance:** Consider a resolution approving the North and East Lubbock Community Development Corporation (NELCDC) FY 2014-15 Budget.
6. 5. **Board Appointments - City Secretary:** Consider nine appointments to the City of Lubbock Oil and Gas Advisory Review Committee (ARC).
6. 6. **Board Appointments - City Secretary:** Consider the appointment of the Chairperson of the City of Lubbock Oil and Gas Advisory Review Committee.



**CITY OF LUBBOCK
SPECIAL CITY COUNCIL MEETING
February 17, 2015
1:00 P. M.**

The City Council of the City of Lubbock, Texas met in special session on the 17th of February, 2015, at Lubbock Power & Light (LP&L), 1301 Broadway - Basement Conference Room A, Lubbock, Texas at 1:00 p.m.

1:04 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 Jeff Griffith; Council Member Victor Hernandez; City Manager James Loomis; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Council Member Latrelle Joy; Council Member Floyd Price

Note: Council Member Victor Hernandez arrived in Executive Session at 1:10 p.m.

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 Comments; 5.1-5.4.
- No quorum (of the City Council) was present for items 5.5-6.3.

1. MINUTES

- 1. 1.** The Board will approve the minutes from the Regular Electric Utility Board Meeting on January 20, 2015.

Motion by Charles Dunn, seconded by Clayton Isom to approve the minutes of January 20, 2015.

Vote: 7 - 0 Motion carried by the Board
Other: James Conwright (ABSENT)

Electric Utility Board member, James Conwright, arrived in Executive Session at 1:59 p.m.

2. EXECUTIVE SESSION: Jointly with West Texas Municipal Power Agency Board

The meeting was called into a closed session at 1:13 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 3:50 p.m.

2. 1. Hold an executive session in accordance with V.T.C.A. Government Code §551.086 on the following competitive matters:
 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.

3. EXECUTIVE SESSION CONTINUED

3. 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:
 3. 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.
 3. 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).
 3. 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.
3. 2. Hold an executive session in accordance with V.T.C.A. Government Code §551.071 seeking the advice of its 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 to the Electric Utility Board 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).

4. **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.

5. **REGULAR AGENDA**

5. 1. Discuss and the Board will take action regarding a resolution accepting the Lubbock Power & Light Annual Financial Report (AFR) for fiscal year ended September 30, 2014.

Andy Burcham, Chief Financial Officer for LP&L; and Kevin Kemp, partner with BKD, gave comments and answered questions from the Board.

Motion by Clayton Isom, seconded by James Conwright to accept the Lubbock Power & Light Annual Financial Report (AFR).

Vote: 8 - 0 Motion carried by the Board

5. 2. Presentation on downtown redevelopment activities, including status of underground utility location and relocation activities and update on progress and future of Downtown Redevelopment and the attraction and retention of residential and commercial parties to the downtown area (collectively, the "Downtown Project").

Delbert McDougal, Chairman of McDougal Companies and Downtown Master Developer, gave a presentation and answered questions from the Board.

Eduardo Rodriguez, Electric Engineering Manager at LP&L; and Wood Franklin, City Engineer, gave comments and answered questions from the Board.

5. 3. Discuss availability, cost, speed and other issues regarding present broadband service related to the Downtown Project and the Board will take minuted action instructing staff to prepare an estimate of any increased costs that would be incurred related to installation of fiber along with other underground utility infrastructure.

Motion by Charles Dunn, seconded by Stephanie Hill to direct staff to look at feasibility and cost to run the fiber optics in phase I and also cost to add fiber optic in future phases, with an amendment by Clayton Isom, seconded by Jerry Bell to include all aspects of feasibility of the project, including legal issues.

Vote: 8 - 0 Motion carried by the Board.

5. 4. The Board will consider a resolution authorizing the Director of Electric Utilities to execute an amended Exhibit A to that certain Professional Services Agreement, dated September 6, 2011, by and between Lubbock Power & Light and Black and Veatch Corporation, regarding studies related to capacity and energy supply services.

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

***City Council lost quorum before a vote was taken.**

5. 5. 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.

***This item was deleted.**

5. 6. 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.

***This item was deleted.**

5. 7. The Board will consider a resolution approving, and requesting the City Council to amend, the FY2014-15 Capital Program to amend Capital Improvement Projects (CIP's) (i) 8585, Air Switch Replacement; (ii) 92341, Overhead Fault Indicators; (iii) 92374, 69 kV Line Rebuild – Coop to Slaton; (iv) 92377, Brandon Station Outage – Medium Term; (v) 8591, Massengale Station Outage – Medium Term; and (vi) 92334, Massengale Station Outage – Long Term.

***This item was deleted.**

5. 8. Discuss and the Board will take minuted action setting the date, time and place of the March 2015 meetings of the Electric Utility Board.

***This item was deleted.**

5. 9. Chairman of the Electric Utility Board appointments to the (i) Technical Review Committee; (ii) Financial Review Committee; (iii) Human Resources committee; and (iv) Low-Income Customer Committee.

***This item was deleted.**

6. CONSENT AGENDA

6. 1. The Board will consider a resolution authorizing the Purchasing Manager to execute a purchase order, RFP# 7111-15-ELP, to Siemens Energy Incorporated for LP&L Fabrication of a Water Gland Diaphragm for a 22 megawatt Westinghouse Turbine.

***This item was deleted.**

6. 2. The Board will consider a resolution authorizing the Director of Electric Utilities to execute a contract, ITB# 7107-15-ELD, by and between the City of Lubbock, by and through Lubbock Power & Light, and HD Supply Power Solutions, LTD for LP&L GE Demand Meters – Annual Pricing.

***This item was deleted.**

6. 3. The Board will consider a resolution authorizing the Director of Electric Utilities to execute a contract, ITB# 7109-15-ELD, by and between the City of Lubbock, by and through Lubbock Power & Light and College Fund Power Wash, for LP&L Mobile Car Wash Services – Annual Pricing.

***This item was deleted.**

4:57 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
March 9, 2015
10:00 A. M.**

The City Council of the City of Lubbock, Texas met in special session on the 9th of March, 2015, at Lubbock Power & Light (LP&L), 1301 Broadway - 2nd Floor Conference Room, Lubbock, Texas at 10:00 a.m.

10:00 A.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 Latrelle Joy; Deputy City Manager Quincy White; City Secretary Rebecca Garza; City Attorney Chad Weaver

Absent: Council Member Victor Hernandez; Council Member Floyd Price

Note: Council Member Latrelle Joy arrived at 10:28 a.m.

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

1. 1. Hold an executive session in accordance with V.T.C.A. Government Code §551.071 seeking the advice of its 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 (Republic Power Partners, L.P. v. West Texas Municipal Power Agency, Cause No. 2012-501,169, 237th Judicial District Court, Lubbock County, Texas).
1. 2. 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. 2. 1. 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. 2. 2. Discuss, deliberate and take action regarding bidding and pricing information for purchased power, generation and fuel; purchased power agreements, and related services and strategies.
1. 2. 2. 1. Discuss and take action on a contract related to energy management.
1. 2. 3. Discuss and deliberate customer billing, contract, and usage information, electric power pricing information, system load characteristics, and electric power marketing analyses and strategies.

12:45 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

**CITY OF LUBBOCK
REGULAR CITY COUNCIL MEETING
March 12, 2015
2:30 P. M.**

The City Council of the City of Lubbock, Texas met in regular session on the 12th of March, 2015, in City Council Chambers, City Hall, 1625 13th Street, Lubbock, Texas at 2:30 p. m.

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

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

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

- *Executive Session; 2.1-2.3; Citizen Comments 3.1-3.5; Citizen Comments (Sign-ups) 3.6; 4.1; 5.1-5.9; 5.12-5.18, 5.20; 5.10-5.11; 5.19; and 6.1.*

1. Executive Session

The meeting was called into a closed session at 2:30 p.m. under the provisions of Section 551, Texas Government Code. The meeting was called back into a public session at 5:15 p.m.

1. 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.
1. 1. 1. Discuss Subchapter C of Chapter 552 of the Texas Local Government Code and any ordinances or resolutions adopted pursuant thereto.
1. 2. Hold an executive session in accordance with the Texas Government Code, Section 551.072, to deliberate the purchase, exchange, lease, or value of real property.
 1. 2. 1. Property located at Santa Fe Drive and 3rd Street.
1. 3. Hold an executive session in accordance with the Texas Government Code, Section 551.074, to discuss personnel matters.

1. 3. 1. City Attorney

1. 3. 2. City Manager

1. 3. 3. City Secretary

1. 4. Hold an executive session in accordance with Texas Government Code, Section 551.087, to discuss or deliberate regarding commercial or financial information that the governmental body has received from a business prospect that the governmental body seeks to have locate, stay, or expand in or near the territory of the governmental body and with which the governmental body is conducting economic development negotiations; and to deliberate the offer of a financial or other incentive to a business prospect described hereinabove.

1. 4. 1. Report by the Lubbock Economic Development Alliance.

2. **Proclamations and Presentations**

2. 1. Invocation by Pastor Jeremy Cares, Shepherd of the Plains Lutheran

Pastor Jeremy Cares, Shepherd of the Plains Lutheran, led the invocation.

2. 2. Pledges of Allegiance

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

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

Cultural Arts Grants Review Standing Sub-Committee:

Emily Wilkinson

Zoning Board of Adjustment:

Dr. David Cummins (unable to attend)

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

3. 1. Clarke E. Cochran will appear before the City Council to discuss agenda item 5.19.

Clarke E. Cochran appeared before City Council to speak in favor of item 5.19 (Oil & Gas Drilling).

3. 2. Deanne Clark will appear before the City Council to discuss agenda item 6.1.

Deanne Clark appeared before City Council to speak in opposition of item 6.1 (Stormwater Utility Rates), specifically in regards to debt.

3. 3. Thomas A. Rogers will appear before the City Council to discuss agenda item 5.19.

Thomas A. Rogers appeared before City Council to speak in favor of item 5.19 (Oil & Gas Drilling).

3. 4. Mikel Ward will appear before the City Council to discuss agenda item 6.1.

Mikel Ward appeared before City Council to speak in opposition of item 6.1 (Stormwater Utility Rates), specifically in regards to debt.

3. 5. Bailey Scarborough will appear before the City Council to discuss City Ordinance 16.01.004, Item 9, Hammocks, specifically in Tech Terrace Park.

Bailey Scarborough appeared before City Council to speak in opposition of the current City Ordinance 16.01.004, Item 9, Hammocks, specifically in Tech Terrace Park.

3. 6. **Sign-ups:**

- Susan Barrick, Sarah McLarty, Shere Forkner, Tom Rohrig, Leanne Lamb-Vines, and Darrell Vines appeared before City Council to speak in favor of item 5.19 (Oil & Gas Drilling).
- Jim Henson, Ron Cruddas, Steve Payton, David Lance, Clyde James, Jeremy Haggard, Michael Haggard, Scott Stephenson, and Burley Owen appeared before City Council to speak in opposition of item 6.1 (Stormwater Utility Rates).
- Norma Ritz-Johnson, Wilson Woods, and Greg Mendenhall appeared before City Council to speak in opposition of the amendments made to the Oil & Gas Drilling ordinance at the February 26, 2015 Regular City Council Meeting.

4. **Minutes**

4. 1. January 20, 2015 Special City Council Meeting (Electric Utility Board)
February 12, 2015 Regular City Council Meeting

Motion by Council Member Floyd Price, seconded by Mayor Pro Tem Jim Gerlt to approve the January 20, 2015 Special City Council Meeting (Electric Utility Board) minutes and the February 12, 2015 Regular City Council Meeting minutes.

Vote: 7 - 0 Motion carried

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

Motion by Council Member Floyd Price, seconded by Council Member Jeff Griffith to approve items 5.1-5.9; 5.12-5.18; and 5.20.

Vote: 7 - 0 Motion carried

5. 1. **Budget Amendment Ordinance 2nd Reading - Finance:** Ordinance No. 2015-O0016, Amendment 14, amending the FY 2014-15 budget for municipal purposes respecting the Lubbock Power and Light (LP&L) Capital Improvement Program by amending Capital Improvement Project (CIP) 8585–Air Switch Replacement, CIP 92341–Overhead Fault Indicators, CIP 92374–69 kV Line Rebuild–Coop To Slaton, CIP 92377–Brandon Station Outage–Medium Term, CIP 8591–Massengale Station Outage, CIP 92334–Massengale Station Outage–Long-Term; Providing for filing; and providing for a savings clause.
5. 2. **Resolution – Public Works:** Resolution No. 2015-R0078 authorizing the Mayor to execute Amendment 1 associated with contract 11154 with Kimley Horn and Associates, Inc. (KHA) to provide professional engineering services for the environmental assessment and engineering design of thoroughfare improvement projects.
5. 3. **Resolution – Public Works:** Resolution No. 2015-R0079 ratifying the act of the City Manager in executing a purchase order contract (TXMAS Contract 775-A1) with Southwest Envirotx for Melt Down 20.
5. 4. **Ordinance 2nd Reading – Right-of-Way:** Ordinance No. 2015-O0017 abandoning and closing a 20-foot utility easement located in Lots 9 through 21, Western Meadows Gardens Addition, Lubbock County, Texas, easement located at 5026 56th Street, Lubbock, Texas.
5. 5. **Resolution - Right-of-Way:** Resolution No. 2015-R0080 authorizing the City Council to accept on behalf of the City of Lubbock an easement from Bayer CropScience LP, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, easement being out of Section 11, Block JS, Lubbock County, Texas.
5. 6. **Resolution - Right-of-Way:** Resolution No. 2015-R0081 authorizing the City Council to accept on behalf of the City of Lubbock a Street and Public Use Dedication Deed from Bayer CropScience LP, regarding the acquisition of right-of-way for the Northwest Water Reclamation Project, Dedication Deed being out of Section 11, Block JS, Lubbock County, Texas.
5. 7. **Resolution - Right-of-Way:** Resolution No. 2015-R0082 authorizing the Mayor to execute an alley-use license for a building encroachment with Tiner Machine and Auto Supply, Inc. located at 2402 Avenue H, Lubbock, Texas.
5. 8. **Resolution - Aviation:** Resolution No. 2015-R0083 authorizing the Mayor to execute contract 12192 with International Building Services for the window cleaning services at Lubbock Preston Smith International Airport, ITB 15-12192-PD.
5. 9. **Resolution - Aviation:** Resolution No. 2015-R0084 authorizing the Mayor to execute contract 12205 with Lone Star Dirt & Paving, Ltd. for Lubbock Preston Smith International Airport Airfield Asphalt Repair Package Three, ITB 15-12205-TF.

- 5. 10. Resolution - Fleet Services:** Resolution No.'s 2015-R0090, 2015-R0090A, 2015-R0091, 2015-R0092, and 2015-R0093 authorizing the Mayor to execute purchase order contract 31022476 with Gunn Chevrolet of Selma, Texas; purchase order contract 31022487 with Randall Reed's Prestige Ford of Garland, Texas; purchase order contract 31022501 with Grapevine DCJ of Grapevine, Texas and purchase order contract 31022511 with Pick Up Pals of Lubbock, Texas for light duty vehicles and service bodies, ITB 15-12170-SS.

Scott Snider, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Latrelle Joy that item 5.10 be adopted, and Purchase Order Contracts 31022487, 31022501, and 31022511 be approved between the City of Lubbock and Randall Reed's Prestige Ford of Garland, Grapevine DCJ of Grapevine, and Pick Up Pals of Lubbock, respectively, **except as follows:**

Because Scoggin Dickey of Lubbock, Texas and Gene Messer of Lubbock, Texas are both local bidders that offer the City of Lubbock the best combination of contract price and additional economic development opportunities, including employment of Lubbock residents and increased tax revenues:

1. Items 2, 5, 12, 15, 19, and 20 of ITB 15-12170 shall be awarded to Scoggin Dickey of Lubbock, Texas; and
2. Items 3 and 4 of ITB 15-12170 shall be awarded to Gene Messer of Lubbock, Texas; and
3. Item 21 shall be removed, to be considered at a later date.

Vote: 7 - 0 Motion carried

- 5. 11. Resolution - Fleet Services:** Resolution No.'s 2015-R0094, 2015-R0094A, and 2015-R0095 authorizing the Mayor to execute a purchase order contract 31022498 to Randall Reed's Prestige Ford; and a purchase order contract 31022558 to Freedom Chevrolet for a Special Services Unit for the Fire Marshal's Department; twenty five Police pursuit vehicles for Police Patrol, Airport Security and Police Training; Four Police pursuit sedans for Police Investigations and Training; and two crew cab pickups for Police Investigations, BID 15-12194-SS.

Scott Snider, Assistant City Manager, gave comments and answered questions from City Council.

Motion by Council Member Jeff Griffith, seconded by Council Member Latrelle Joy that item 5.11 be adopted, and Purchase Order Contract 31022558 be approved between the City of Lubbock and Freedom Chevrolet of Dallas, **except as follows:**

Because Scoggin Dickey of Lubbock, Texas and Gene Messer of Lubbock, Texas are both local bidders that offer the City of Lubbock the best combination of contract price and additional economic development opportunities, including employment of Lubbock residents and increased tax revenues:

1. Items 3, 4, and 5 of ITB 15-12194 shall be awarded to Scoggin Dickey of

Lubbock, Texas; and
2. Item 1 of ITB 15-12194 shall be awarded to Gene Messer of Lubbock, Texas.

Vote: 7 - 0 Motion carried

5. 12. **Resolution - Parks and Recreation:** Resolution No. 2015-R0085 authorizing the Mayor to execute purchase order contract 90500020 with InSite Amenities, L.P., Fort Worth, Texas, for the procurement and construction of park pavilions.
5. 13. **Resolution - Parks and Recreation:** Resolution No. 2015-R0086 authorizing the Mayor to execute purchase order contract 90500019 with InSite Amenities, L.P., Fort Worth, Texas for the procurement of and construction of a park pavilion.
5. 14. **Resolution - Parks and Recreation:** Resolution No. 2015-R0087 authorizing the Mayor to execute contract 12202 and all related documents for meal services for senior citizen centers with The Bridge of Lubbock for RFP 15-12202-SS.
5. 15. **Resolution - Library:** Resolution No. 2015-R0088 authorizing the Mayor to execute a contract 12254 with the Texas State Library and Archives Commission Interlibrary Loan Participation program.
5. 16. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0018, for Zone Case 3248, a request of Ralph Wolf for a zoning change from T to IHI on 8 acres of unplatted land out of Block AK, Section 31, 7333 Marsha Sharp Freeway.
5. 17. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0019, for Zone Case 2182-A, a request of Kathy Whatley, for St. Matthews United Methodist Church, for a zoning change from R-2 to A-2 for a church on Lots 586 through 588 less 389 square feet of the right-of-way, Richland Hills Addition, 5320 50th Street.
5. 18. **Ordinance 2nd Reading – Planning:** Ordinance No. 2015-O0020, for Zone Case 1087-D, a request of The Ranch at Dove Tree, LLC for a zoning change from GO to A-2 for a boarding house on the east 63 feet of Lots 8 through 10, Block 13, Overton Addition, 1807 13th Street.
5. 19. **Ordinance 2nd Reading - Planning:** Ordinance No. 2015-O0021 amending Article 8.07 (Oil and Gas Drilling) of the Code of Ordinances of the City of Lubbock, Texas, amending provisions to encompass current State law and practices, increasing the overall limits for insurance and establishing a minimum insurance rating requirement, increasing the penalty fine limit, creating an Oil and Gas Advisory Committee and provide for its review of Oil Gas Permit applications, amending permit application procedures and requirements, amending setback standards, limiting the hours of operation, increasing the permit application fee, requiring a closed loop system for certain wells, establishing regulations for hydrogen sulfide producing wells, establishing requirement for fresh water well testing, and conforming the ordinance to the standards and conventions of the remainder of the Code of Ordinances; providing a penalty clause; providing a savings clause; and providing for publication.

Motion by Council Member Floyd Price, seconded by Council Member Latrelle Joy to approve Ordinance No. 2015-O0021.

Vote: 4 - 3 Motion carried

NAY: Mayor Glen C. Robertson
Council Member Karen Gibson
Council Member Jeff Griffith

- 5. 20. Resolution - Planning:** Resolution No. 2015-R0089 of the proposed annexation of approximately two hundred twenty-three acres of land out of Sections 37 and 38, Block D, L. and S. V. RR Survey and Section 36 Block A, Lubbock, County, Texas; authorizing public hearings on the proposed annexation; authorizing and directing the publication of the notice of such public hearings; and directing the Planning Department to prepare a service plan for the area the City intends to annex into the City limits.

6. Regular Agenda

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

Discussion ensued among City Council regarding Stormwater Utility Rates and possible amendments. Mike Keenum, Storm Water Engineer; and Wood Franklin, City Engineer, gave comments and answered questions from City Council.

There was consensus of the City Council to direct staff to schedule a Special City Council Meeting for a work session within the next 60 days, between April 7, 2015 and April 15, 2015. After that, there will be a second work session after the last meeting in May or the first meeting in June.

8:28 P.M. CITY COUNCIL ADJOURNED

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary



Regular City Council Meeting

5. 1.

Meeting Date: 04/09/2015

Information

Agenda Item

Budget Amendment Ordinance 2nd Reading - Finance: Consider Budget Ordinance 2015-O0022 Amendment 15 amending the FY 2014-15 budget for municipal purposes respecting the grant fund to accept and appropriate additional funding from the Dallas Police Department for the Internet Crimes Against Children grant; providing for filing; and providing for a savings clause.

Item Summary

On March 26, 2015, the City Council approved the first reading of the ordinance.

Accept and appropriate an additional \$23,000 from the Dallas Police Department for the Internet Crimes Against Children grant, for a total appropriation of \$43,000.

Fiscal Impact

Included in Item Summary.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

[Ordinance - Budget Amendment 15](#)

[Grant Detail Sheet - Police ICAC](#)

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE GRANT FUND TO ACCEPT AND APPROPRIATE ADDITIONAL FUNDING FROM THE DALLAS POLICE DEPARTMENT FOR THE INTERNET CRIMES AGAINST CHILDREN 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 #15) for municipal purposes, as follows:

- I. Accept and appropriate an additional \$23,000 from the Dallas Police Department for the Internet Crimes Against Children grant, for a total appropriation of \$43,000.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney

City of Lubbock, TX
Grant Award
New Grant - Budget Detail
March 26, 2015

Administrative Information:

City Assigned Grant Number:	<u>TBD</u>
Grant Name:	<u>Internet Crimes Against Children</u>
Grant Effective Date:	<u>07/01/2013-06/30/2015</u>
Grant Provider/Agency:	<u>City of Dallas Police Department/Department of Justice</u>
Grant Award Amount:	<u>\$ 43,000</u>

Budget Information:

	4/10/2014		
	Award	Amendment	Total Award
	Amount	Amount	Amount
Training, Equipment, and Operations	\$ 20,000	23,000	\$ 43,000
Grant Total			\$ 43,000



Regular City Council Meeting

5. 1. 1.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution – Police: Consider a resolution authorizing the Mayor to execute a Supplement Agreement 1 to that certain Interlocal Agreement (City of Lubbock Resolution 2014-R0125) by and between the City of Lubbock and the City of Dallas, regarding the Dallas Internet Crimes Against Children Task Force.

Item Summary

The Supplemental Agreement 1 will reflect that the term of the contract is revised by extending the contract from June 30, 2014 to June 30, 2015. If additional funds become available in the future, the contract term may be extended further by the City of Dallas giving Lubbock Police Department written notice of the new term.

The contract payment provisions are also revised to show the new contract amount is \$43,000. The contract amount may increase further if, in the future, additional funds become available to grant to Lubbock Police Department. If additional funds are available in the future to grant to Lubbock Police Department, the City of Dallas will give written notice and Lubbock Police Department may accept or reject the additional funds by giving written notice of its intent.

Fiscal Impact

The Lubbock Police Department will be reimbursed up to \$43,000 for expenses related to training, travel, and criminal investigations of internet crimes against children.

Staff/Board Recommending

Roger Ellis, Chief of Police

Attachments

Resolution - Dallas

City of Dallas Supp Agreement

Original ICAC Agreement

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, Supplement Agreement No. 1 to that certain Interlocal Agreement by and between the City of Lubbock and the City of Dallas, Texas, regarding the Dallas Internet Crimes Against Children Task Force, and related documents. Said Supplemental Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

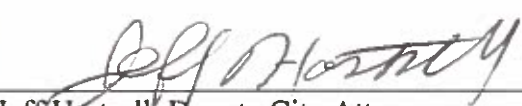
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Roger Ellis, Chief of Police

APPROVED AS TO FORM:



Jeff Hartsell, Deputy City Attorney

vw:ccdcs/RES.Supplemental Agrmt #1-City of Dallas
February 4, 2015

STATE OF TEXAS § SUPPLEMENTAL AGREEMENT NO. 1 TO THE
 § INTERLOCAL AGREEMENT BETWEEN CITY OF
 § DALLAS AND CITY OF LUBBOCK, TEXAS
COUNTY OF DALLAS §

THIS SUPPLEMENTAL AGREEMENT NO. 1 to that certain INTERLOCAL AGREEMENT BETWEEN CITY OF DALLAS AND LUBBOCK POLICE DEPARTMENT executed by the City Manager under the authority of Resolution No. 14-0299 (City of Lubbock Resolution No. 2014-R0125 effective April 10, 2014), adopted by the City Council on February 12, 2014, (“the Contract”), by and between the CITY OF DALLAS, TEXAS, a Texas municipal corporation, hereinafter called “CITY”, and CITY OF LUBBOCK THROUGH THE LUBBOCK POLICE DEPARTMENT, a Texas municipal corporation, hereinafter called “LUBBOCK POLICE DEPARTMENT”, evidences the following:

1. The term of the Contract is revised as follows:

Extended from June 30, 2014 to June 30, 2015. If additional funds become available in the future, the Contract term may be extended further by CITY giving LUBBOCK POLICE DEPARTMENT written notice of the new term.

2. The Contract payment provisions are revised as follows:

New Contract Amount is \$ 43,000. The Contract amount may increase further if, in the future, additional funds become available to grant to LUBBOCK POLICE DEPARTMENT. If additional funds are available in the future to grant to LUBBOCK POLICE DEPARTMENT, CITY will give written notice and LUBBOCK POLICE DEPARTMENT may accept or reject the additional funds by giving written notice of its intent to CITY.

3. All other terms, provisions, conditions, and obligations of the Contract between the CITY and LUBBOCK POLICE DEPARTMENT shall remain in full force and effect, and said Contract, as same may have been previously amended, and this Supplemental Agreement No. 1 shall be construed together as a single contractual agreement.

EXECUTED this the _____ day of _____, 2015, by CITY, signing by and through its City Manager, duly authorized to execute same by Resolution No. 14-1909, approved on November 12, 2014, and by LUBBOCK POLICE DEPARTMENT, acting through its duly authorized official.

Recommended By:

David O. Brown, Chief of Police

APPROVED AS TO FORM:
WARREN M.S. ERNST.
City Attorney

CITY OF DALLAS
A.C. GONZALEZ
City Manager


BY _____
Assistant City Attorney

BY _____
Assistant City Manager

APPROVED AS TO FORM

CITY OF LUBBOCK:
GLEN C. ROBERTSON
MAYOR


City Attorney

BY 
Assistant City Attorney

BY _____

APPROVED AS TO CONTENT:
ROGER ELLIS
Chief of Police

ATTEST:
Rebecca Garza
City Secretary

BY 

BY _____

Resolution No. 2014-R0125

April 10, 2014

Item No. 5.2.1

RESOLUTION

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


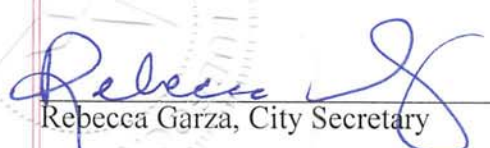
THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock an Interlocal Agreement by and between the City of Lubbock and the City of Dallas, Texas, regarding the Dallas Internet Crimes Against Children Task Force. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this 10th day of April, 2014.



GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



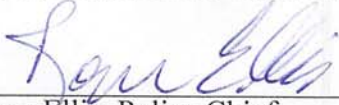
Roger Ellis, Police Chief

APPROVED AS TO FORM:



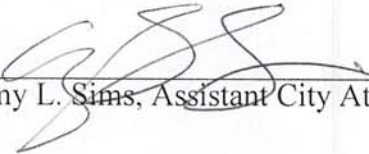
Amy L. Sims, Assistant City Attorney

APPROVED AS TO CONTENT:



Roger Ellis, Police Chief

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

Interlocal Agrmnt 2013-2014 ICAC MOU Lubbock PD
2.26.14

INTERLOCAL AGREEMENT

CITY OF DALLAS AND THE CITY OF LUBBOCK

STATE OF TEXAS §

COUNTY OF DALLAS §

This INTERLOCAL AGREEMENT is made and entered into by and between the City of Dallas, hereinafter called “City” and the City of Lubbock through the Lubbock Police Department, Texas, hereinafter called “Lubbock Police Department.”

WITNESSETH:

WHEREAS, the Interlocal Cooperation Act, Chapter 791, Texas Government Code, provides authorization for any local government to contract with one or more local governments and with agencies of the State of Texas to perform governmental functions and services under the terms of this act; and

WHEREAS, the Internet Crimes Against Children Task Force is a grant program funded under an award by the United States Department of Justice, hereinafter called “DOJ” through their Office of Juvenile Justice and Delinquency Prevention, hereinafter called “OJJDP” under the Federal Missing and Exploited Children’s Program; and

WHEREAS, City and the Lubbock Police Department desire to enter into an agreement regarding the Dallas Internet Crimes Against Children Task Force; and

WHEREAS, the City of Dallas, for its Police Department, has applied for and received from DOJ a grant to target child solicitation and child pornography over the Internet in the State of Texas, the grant period runs from July 1, 2013 through June 30, 2014; and

WHEREAS, the grant is entitled Internet Crimes Against Children (Grant Number 2013-MC-FX-K036), hereinafter called “Project”, and

WHEREAS, the Dallas Police Department has asked the Lubbock Police Department to participate in fulfilling the purpose of the grant.

NOW THEREFORE, THIS INTERLOCAL AGREEMENT is hereby made and entered into by City and the Lubbock Police Department for the mutual consideration stated herein:

I.

For the consideration hereinafter agreed to the Lubbock Police Department undertakes, covenants and agrees to:

1. Provide staff and resources to prosecute Internet crimes against children within its jurisdiction so as to assist the Internet Crimes Against Children Grant Project in achieving its goals.
2. Accept criminal case referrals for prosecution as appropriate that may be forwarded from the Dallas Police Department.
3. On a quarterly basis provide the Dallas Police Department with an activity report describing cases prosecuted by personnel funded by this Grant.
4. Maintain documentation of all partial salary and overtime expenditures which are to be reimbursed by the Internet Crimes Against Children Grant. This documentation will include the name and title of the person earning the salary or overtime, the date(s) worked, the number of hours worked, the exact payment amount to be charged to the Grant, the employee's hourly and overtime pay rate as appropriate, and a brief explanation of the activity undertaken to earn the salary or overtime. This expenditure report must carry an original signature of a Lubbock Police Department official and be supported by departmental payroll records which correspond to the salary or overtime payments. This salary and overtime expenditure report and support documentation will be submitted to the Dallas Police Department at the time reimbursement is requested.
5. Maintain documentation of all travel and training expenditures which are to be reimbursed by the Internet Crimes Against Children Grant. This documentation will include the name and title of the person travelling or receiving training, the dates and location of travel or training, the exact payment amount to be charged to the Grant, and a brief explanation of the purpose of the travel or training. This expenditure report must carry the signature of a Lubbock Police Department official and be supported by receipts, invoices, or other appropriate documentation. This travel and training expenditure report and support documentation will be submitted to the Dallas Police Department at the time reimbursement is requested.
6. Maintain an up-to-date and itemized inventory list of all supplies, equipment, or services purchased by the Lubbock Police Department with funds from the Internet Crimes Against Children Grant. Inventory list entries of major hardware items such as computers, monitors, printers, FAX machines, and the like must also include the brand name and model, serial number, the Lubbock Police Department's property inventory tag number assigned to the specific item, and the current physical location of the property. This inventory list must be supported by receipts, invoices, or other appropriate documentation. The inventory list will be submitted to the Dallas Police Department when requested.

7. Allow the Internet Crimes Against Children Grant Manager or his designate to make one or more on-site visits for the purpose of assessing the compliance of the Lubbock Police Department with the provisions of this Interlocal Agreement and the provisions of Circular A-133 issued by the United States Office of Management and Budget regarding audits of states, local governments, and non-profit organizations.
8. When requested, provide the Dallas Police Department with a copy of the Lubbock Police Department's most recent Single Audit Report and, if appropriate, a written statement describing any necessary corrective action identified in that Audit Report.

II.

As consideration for the services contracted for herein, the City agrees to reimburse the Lubbock Police Department a sum not to exceed twenty thousand dollars (\$20,000.00). This sum is to reimburse the Lubbock Police Department for expenses incurred for partial salary of a grant-sponsored position, overtime, training, travel, and/or equipment as deemed necessary and appropriate by the Lubbock Police Department for its operations to combat Internet-related crimes against children. The Lubbock Police Department may invoice the City for reimbursement of expenses under the terms of this agreement up to six times, but no reimbursement request will be accepted after June 30, 2014. Reimbursement for allowable expenses incurred shall be made by the Dallas Police Department to the Lubbock Police Department as quickly as possible after receipt of invoices detailing the expenses to be reimbursed. Reimbursement requests, with all supporting documentation, shall be mailed to:

Lt. A.F. Diorio
Dallas Police Department
1400 South Lamar Street, Room 3N061
Dallas, Texas 75215-1815

III.

During the performance of this Interlocal Agreement, the Lubbock Police Department agrees to the following:

1. It will, to the extent permitted by law, accept liability, under the Worker's Compensation Act, in the event personal injuries occur to its employee(s) while engaged in Project activities.
2. It shall, to the extent permitted by law and during the entire time of participation, maintain sufficient insurance to cover its obligation and liability for its employee(s). This will include, but is not limited to, coverage of the employee and vehicle, while operating a vehicle, where applicable.
3. It may, in lieu of purchasing liability insurance, elect to be self-insured but will be responsible for all risks of loss and actual loss as specified herein.

4. Any and all equipment and supplies purchased with Grant funds by the Lubbock Police Department will remain property of the Lubbock Police Department.

IV.

The term of this Agreement shall be from July 1, 2013 through June 30, 2014. This Agreement may be extended by mutual agreement of the parties hereto, or terminated by either party upon thirty (30) days prior written notice thereof to the other of its intention to terminate upon the date specified in such notice.

V.

Any notice, payment, statement, or demand required or permitted to be given hereunder by either party to the other may be affected by personal delivery in writing or by mail, postage prepaid. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change its address by written notice in accordance with this section. Mailed notices shall be deemed communicated as of three days after mailing.

If intended for City, to:

**David O. Brown
Chief of Police
Dallas Police Department
1400 South Lamar Street
Dallas, Texas 75215**

Copy to:

**A.C. Gonzalez
City Manager
City of Dallas
City Hall, Room 4/E/N
1500 Marilla Street
Dallas, Texas 75201**

**If intended for the
Lubbock Police Department, to:**

**Roger Ellis
Chief of Police
Lubbock Police Department
916 Texas Avenue
Lubbock, Texas 79401**

Copy to:

**James Loomis
City Manager
City of Lubbock
P.O. Box 2000
Lubbock, Texas 79401**

VI.

This Agreement may be amended by the mutual agreement of the parties hereto in writing to be attached to and incorporated into this Agreement.

VII.

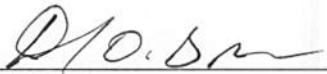
In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

VIII.

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereof, and no other agreement, statement, or promise relating to the subject matter of this agreement, which is not contained herein, shall be valid or binding.


EXECUTED this 10th day of April, 2014, by the CITY, by and through its duly authorized officials pursuant to City Council Resolution No. 2014-R0125, and by the City of Lubbock Police Department by and through its duly authorized officials. However, the effective date of this Agreement is July 1, 2013.

Recommended By:



David O. Brown
Chief of Police

APPROVED AS TO FORM
WARREN M.S. ERNST
City Attorney

By: 

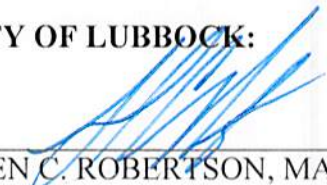
Assistant City Attorney

CITY OF DALLAS
A.C. GONZALEZ
City Manager

By: 

Assistant City Manager

CITY OF LUBBOCK:

By: 

GLEN C. ROBERTSON, MAYOR

ATTEST:



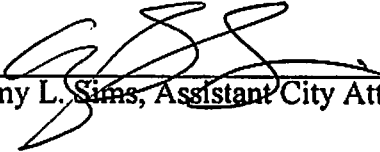
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Roger Ellis, Police Chief

APPROVED AS TO FORM:



Amy L. Sims, Assistant City Attorney

Interlocal Agrmnt 2013-2014 ICAC MOU Lubbock PD
2.26.14



Regular City Council Meeting

5. 2.

Meeting Date: 04/09/2015

Information

Agenda Item

Budget Amendment Ordinance 1st Reading - Finance: Consider Budget Ordinance Amendment 16 amending the FY 2014-15 Budget for Municipal purposes respecting the Solid Waste Fund by decreasing the transfer payment in lieu of property tax (PILOT); respecting the Storm Water Fund by decreasing the transfer PILOT; respecting the Wastewater Fund by decreasing the transfer PILOT; respecting the Water Fund by decreasing the transfer PILOT; respecting the General Fund by decreasing the transfers; providing for filing; and providing for a savings clause.

Item Summary

- I. Amend the Solid Waste Fund FY 2014-15 Operating Budget by decreasing the Transfer Payment in Lieu of Property Tax by \$5,522, from \$410,133 to \$404,611, and amend the FY 2014-15 General Fund Operating Budget by decreasing the Transfer from the Solid Waste Fund by \$5,522, from \$2,663,891 to \$2,658,369. Due to the decrease in the 2014 tax rate, as adopted by the City Council on September 11, 2014, the PILOT for all Enterprise Funds decreased because the calculation is based on the tax rate times the total fixed asset value.
- II. Amend the Storm Water Fund FY 2014-15 Operating Budget by decreasing the Transfer Payment in Lieu of Property Tax by \$11,273, from \$837,222 to \$825,949, and amend the FY 2014-15 General Fund Operating Budget by decreasing the Transfer from the Storm Water Fund by \$11,273, from \$2,796,432 to \$2,785,159. Due to the decrease in the 2014 tax rate, as adopted by the City Council on September 11, 2014, the PILOT for all Enterprise Funds decreased because the calculation is based on the tax rate times the total fixed asset value.
- III. Amend the Wastewater Fund FY 2014-15 Operating Budget by decreasing the Transfer Payment in Lieu of Property Tax by \$22,457, from \$1,667,779 to \$1,645,322, and amend the FY 2014-15 General Fund Operating Budget by decreasing the Transfer from the Wastewater Fund by \$22,457, from \$4,290,297 to \$4,267,840. Due to the decrease in the 2014 tax rate, as adopted by the City Council on September 11, 2014, the PILOT for all Enterprise Funds decreased because the calculation is based on the tax rate times the total fixed asset value.
- IV. Amend the Water Fund FY 2014-15 Operating Budget by decreasing the Transfer Payment in Lieu of Property Tax by \$48,971, from \$3,637,021 to \$3,588,050, and amend the FY 2014-15 General Fund Operating Budget by decreasing the Transfer from the Water Fund by \$48,971, from \$10,022,947 to \$9,973,976. Due to the decrease in the 2014 tax rate, as adopted by the City Council on September 11, 2014, the PILOT for all Enterprise Funds decreased because the calculation is based on the tax rate times the total fixed asset value.

Fiscal Impact

Included in Item Summary

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Ordinance - Budget Amendment 16

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FY 2014-15 BUDGET FOR MUNICIPAL PURPOSES RESPECTING THE SOLID WASTE FUND BY DECREASING THE TRANSFER PAYMENT IN LIEU OF PROPERTY TAX (PILOT); RESPECTING THE STORM WATER FUND BY DECREASING THE TRANSFER PILOT; RESPECTING THE WASTEWATER FUND BY DECREASING THE TRANSFER PILOT; RESPECTING THE WATER FUND BY DECREASING THE TRANSFER PILOT; RESPECTING THE GENERAL FUND BY DECREASING THE TRANSFERS; PROVIDING FOR FILING; AND PROVIDING FOR A SAVINGS CLAUSE.

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 #16) for municipal purposes, as follows:

- I. Amend the Solid Waste Fund FY 2014-15 Operating Budget by decreasing the Transfer Payment in Lieu of Property Tax by \$5,522, from \$410,133 to \$404,611, and amend the FY 2014-15 General Fund Operating Budget by decreasing the Transfer from the Solid Waste Fund by \$5,522, from \$2,663,891 to \$2,658,369.
- II. Amend the Storm Water Fund FY 2014-15 Operating Budget by decreasing the Transfer Payment in Lieu of Property Tax by \$11,273, from \$837,222 to \$825,949, and amend the FY 2014-15 General Fund Operating Budget by decreasing the Transfer from the Storm Water Fund by \$11,273, from \$2,796,432 to \$2,785,159.
- III. Amend the Wastewater Fund FY 2014-15 Operating Budget by decreasing the Transfer Payment in Lieu of Property Tax by \$22,457, from \$1,667,779 to \$1,645,322, and amend the FY 2014-15 General Fund Operating Budget by decreasing the Transfer from the Wastewater Fund by \$22,457, from \$4,290,297 to \$4,267,840.

IV. Amend the Water Fund FY 2014-15 Operating Budget by decreasing the Transfer Payment in Lieu of Property Tax by \$48,971, from \$3,637,021 to \$3,588,050, and amend the FY 2014-15 General Fund Operating Budget by decreasing the Transfer from the Water Fund by \$48,971, from \$10,022,947 to \$9,973,976.

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

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

AND IT IS SO ORDERED

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza
City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock
Executive Director of Budget

APPROVED AS TO FORM:



Amy Sims
Deputy City Attorney

ccdocs/BudgetFY1415.Amend16.ord
March 23, 2015



Regular City Council Meeting

5. 3.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution - Finance: Consider a Resolution to accept on behalf of the Quincy Park Public Improvement District a park and three medians donated by Real Property Resource, Inc.

Item Summary

The Quincy Park Public Improvement District (PID) is generally bounded by portions of 88th Street and 89th Street on the north, Upland Avenue on the west, 98th Street on the south, and Quincy Avenue on the east. The Creation Resolution 2009-R0219, approved on May 28, 2009, established the area as a PID under Chapter 372 of the Texas Local Government Code for the purpose of designing, constructing and maintaining Parks and greens together with any ancillary structures, features or amenities such as playgrounds, athletic facilities, pavilions, community facilities, irrigation, walkways, lighting, benches, trash receptacles and any similar items located therein along with all necessary grading, drainage, and similar infrastructure involved in the construction of such parks and greens; landscaping, hardscape and irrigation; including costs of establishing, administering and operating the District.

This item transfers ownership of the park and three landscaped medians to the PID. In order for the PID to maintain the park and medians, it has to be public property and this item will fulfill that requirement. Maintenance of the park and medians is included in the Quincy Park PID Service and Assessment Plan. Upon acceptance, the Quincy Park PID will maintain the properties. Staff will work with the Quincy Park PID Advisory Board to create maintenance specifications and issue a contract through the City's bid process.

The recommendation voted upon by the Quincy Park PID Advisory Board during a meeting held on February 5th, 2015, is to accept the properties from Real Property Resource, Inc.

Fiscal Impact

The cost to maintain the properties is included in the FY 2014-15 Quincy Park PID Adopted Operating Budget as dictated by the FY 2014-15 Quincy Park PID Service and Assessment Plan.

Staff/Board Recommending

Cheryl Brock, Executive Director of Budget

Attachments

Resolution

Quincy Park Warranty Deed

Quincy Park PID Map

Original Plats

RESOLUTION

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

THAT the City of Lubbock hereby accepts on behalf of the Quincy Park Public Improvement District of the City of Lubbock, the donation of the following properties from Real Property Resources, Inc.: (1) Tracts A, B, & C of Quincy Park, an addition to the City of Lubbock, Lubbock County Texas, according to the map, plat and/or dedication deed thereof recorded in Plat and Dedication number 2009007658, and (2) Tract D of Quincy Park, an addition to the City of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Plat and Dedication Number 2010016062. The Deed for said properties is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2015.

GLENN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Cheryl Brock, Executive Director of Budget

APPROVED AS TO FORM:



Linda L. Chamales,
Economic Development Attorney

lc://ccdocs/cityatt/Linda/Res/Res-Gift-park and islands to Quincy Park PID
February 11, 2015

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

After recording return to: City of Lubbock
P. O. Box 2000
Lubbock, Texas 79457

SPECIAL WARRANTY DEED

Date: March 27, 2015

Grantor: REAL PROPERTY RESOURCES, INC.
Grantor's Address: 6305 82nd Street, Lubbock, TX 79424

Grantee: QUINCY PARK PUBLIC IMPROVEMENT DISTRICT OF THE CITY OF LUBBOCK, a Texas Home Rule
Municipal Corporation of Lubbock County, Texas
Grantee's Address: P. O. Box 2000, Lubbock, Texas 79457

Consideration:

TEN AND NO/100 Dollars (\$10.00) cash in hand and other good and valuable consideration paid, the receipt of which is hereby acknowledged and confessed.

Property:

That certain lot, tract or parcel of land described as follows:

TRACT A OF QUINCY PARK, TRACTS A, B & C AND LOTS 1 THROUGH 137, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN PLAT AND DEDICATION NUMBER 2009007658 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID TRACT A BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE, AS DEDICATED AND SHOWN WITH THE PLAT OF MONTEREY ADDITION, LOTS 610 THROUGH 928, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 9959, PAGE 335 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHEAST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SECTION 27, BLOCK AK, LUBBOCK COUNTY, TEXAS BEARS S. 01° 58' 32" W. A DISTANCE OF 1594.06 FEET AND N. 88° 00' 08" W. A DISTANCE OF 2537.54 FEET;

THENCE N. 88° 12' 28" W., ALONG THE NORTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF 93RD STREET, AS DEDICATED WITH SAID PLAT OF QUINCY PARK, A DISTANCE OF 394.09 FEET TO A POINT OF CURVATURE FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTHERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 64.40 FEET, SAID CURVE HAVING A RADIUS OF 20.50 FEET, A DELTA ANGLE OF 180° 00' 00", A CHORD DISTANCE OF 41.00 FEET TO A POINT OF TANGENCY FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 12' 28" E., ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE WEST-BOUND LANE OF SAID 93RD STREET, A DISTANCE OF 394.22 FEET TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF SAID QUINCY AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG THE WEST RIGHT-OF-WAY LINE OF SAID QUINCY AVENUE, A DISTANCE OF 41.00 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE PLAT OF SAID QUINCY PARK.

TRACT B OF QUINCY PARK, TRACTS A, B & C AND LOTS 1 THROUGH 137, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN PLAT AND DEDICATION NUMBER 2009007658 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID TRACT B BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF 93RD STREET, AS DEDICATED AND SHOWN WITH SAID PLAT OF QUINCY PARK, AT A POINT OF TANGENCY FOR THE SOUTHEAST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SECTION 27, BLOCK AK, LUBBOCK COUNTY, TEXAS BEARS S. 01° 58' 32" W. A DISTANCE OF 1592.19 FEET AND N. 88° 00' 08" W. A DISTANCE OF 2020.48 FEET;

THENCE N. 88° 12' 28" W. ALONG THE NORTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF SAID 93RD STREET, A DISTANCE OF 88.96 FEET TO A POINT OF CURVATURE FOR THIS TRACT;

THENCE NORTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 146.33 FEET, SAID CURVE HAVING A RADIUS OF 380.50 FEET, A DELTA ANGLE OF 22° 02' 06", A CHORD DISTANCE OF 145.43 FEET AND A CHORD BEARING OF N. 77° 11' 28" W. TO A POINT OF COMPOUND CURVATURE FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTHERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 64.40 FEET, SAID CURVE HAVING A RADIUS OF 20.50 FEET, A DELTA ANGLE OF 180° 00' 00" AND A CHORD DISTANCE OF 41.00 FEET TO A POINT OF COMPOUND CURVATURE FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY, ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE WEST-BOUND LANE OF SAID 93RD STREET AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 130.56 FEET, SAID CURVE HAVING A RADIUS OF 339.50

FEET, A DELTA ANGLE OF 22° 02' 06", A CHORD DISTANCE OF 129.76 FEET AND A CHORD BEARING OF S. 77° 11' 28" E., TO A POINT OF TANGENCY FOR THIS TRACT;

THENCE S. 88° 12' 28" E., ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE WEST-BOUND LANE OF SAID 93RD STREET, A DISTANCE OF 88.96 FEET TO A POINT OF CURVATURE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTHERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 64.40 FEET, SAID CURVE HAVING A RADIUS OF 20.50 FEET, A DELTA ANGLE OF 180° 00' 00" AND A CHORD DISTANCE OF 41.00 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE PLAT OF SAID QUINCY PARK, LOTS 1 THROUGH 137 AND TRACTS A, B & C.

TRACT C OF QUINCY PARK, TRACTS A, B & C AND LOTS 1 THROUGH 137, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN PLAT AND DEDICATION NUMBER 2009007658 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID TRACT C BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF 93RD STREET, AS DEDICATED AND SHOWN WITH SAID PLAT OF QUINCY PARK, AT A POINT OF COMPOUND CURVATURE FOR THE SOUTHEAST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SECTION 27, BLOCK AK, LUBBOCK COUNTY, TEXAS BEARS S. 01° 58' 32" W. A DISTANCE OF 1687.32 FEET AND N. 88° 00' 08" W. A DISTANCE OF 1678.85 FEET;

THENCE NORTHWESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF 93RD STREET AND A CURVE TO THE RIGHT, AN ARC DISTANCE OF 60.46 FEET, SAID CURVE HAVING A RADIUS OF 270.50 FEET, A DELTA ANGLE OF 12° 48' 20", A CHORD DISTANCE OF 60.33 FEET AND A CHORD BEARING OF N. 38° 23' 13" W., TO A POINT OF REVERSE CURVATURE FOR A CORNER OF THIS TRACT;

THENCE NORTHWESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF 93RD STREET AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 178.16 FEET, SAID CURVE HAVING A RADIUS OF 329.50 FEET, A DELTA ANGLE OF 30° 58' 45", A CHORD DISTANCE OF 176.00 FEET AND A CHORD BEARING OF N. 47° 28' 25" W., TO A POINT OF INTERSECTION IN THE CENTERLINE OF SAID 93RD STREET;

THENCE SOUTHEASTERLY, ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF SAID 93RD STREET AND A CURVE TO THE RIGHT, AN ARC DISTANCE OF 201.15 FEET, SAID CURVE HAVING A RADIUS OF 380.50 FEET, A DELTA ANGLE OF 30° 17' 21", A CHORD DISTANCE OF 198.82 FEET AND A CHORD BEARING OF S. 57° 14' 36" E., TO A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

THENCE S. 42° 05' 55" E., ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF SAID 93RD STREET, A DISTANCE OF 13.70 FEET TO A POINT OF CURVATURE FOR THIS TRACT;

THENCE SOUTHEASTERLY, ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF SAID 93RD STREET AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 27.27 FEET, SAID CURVE HAVING A RADIUS OF 339.50 FEET, A DELTA ANGLE OF 04° 36' 06", A CHORD DISTANCE OF 27.26 FEET AND A CHORD BEARING OF S. 44° 23' 59" E., TO A POINT OF COMPOUND CURVATURE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTHERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 64.40 FEET, SAID CURVE HAVING A RADIUS OF 20.50 FEET, A DELTA ANGLE OF 180° 00' 00" AND A CHORD DISTANCE OF 41.00 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE PLAT OF SAID QUINCY PARK, TRACTS A, B & C AND LOTS 1 THROUGH 137.

TRACT D OF QUINCY PARK, LOTS 138 THROUGH 211 AND TRACT D, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN PLAT AND DEDICATION NUMBER 2010016062 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID TRACT D BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE AS DEDICATED WITH SAID PLAT OF QUINCY PARK FOR THE MOST EASTERLY SOUTHEAST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SECTION 27, BLOCK AK, LUBBOCK COUNTY, TEXAS BEARS S. 01° 58' 32" W. A DISTANCE OF 2059.36 FEET AND N. 88° 01' 28" W. A DISTANCE OF 2055.68 FEET;

THENCE S. 46° 58' 32" W. A DISTANCE OF 21.21 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF 91ST STREET AS DEDICATED WITH SAID PLAT OF QUINCY PARK FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 01' 28" W., ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 91ST STREET, A DISTANCE OF 270.58 FEET TO A POINT OF CURVATURE FOR THIS TRACT;

THENCE NORTHWESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 91ST STREET AND A CURVE TO THE RIGHT, AN ARC DISTANCE OF 202.79 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 38° 43' 47", A CHORD DISTANCE OF 198.95 FEET AND A CHORD BEARING OF N. 68° 39' 34" W. TO A POINT OF TANGENCY FOR THIS TRACT;

THENCE N. 49° 17' 41" W., ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 91ST STREET, A DISTANCE OF 343.66 FEET TO A POINT FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 04° 17' 41" W. A DISTANCE OF 21.21 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE AS DEDICATED WITH SAID PLAT OF QUINCY PARK FOR THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 40° 42' 19" E., ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ROCHESTER AVENUE, A DISTANCE OF 362.28 FEET TO A POINT OF CURVATURE FOR THIS TRACT;

THENCE NORTHEASTERLY, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ROCHESTER AVENUE AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 81.04 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 15° 28' 41", A CHORD DISTANCE OF 80.80 FEET AND A CHORD BEARING OF N. 32° 57' 59" E. TO A POINT FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE N. 65° 36' 10" E. A DISTANCE OF 22.36 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF 89TH STREET AS DEDICATED WITH SAID PLAT OF QUINCY PARK FOR THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 72° 35' 20" E., ALONG THE SOUTH RIGHT-OF-WAY LIEN OF SAID 89TH STREET, A DISTANCE OF 25.62 FEET TO A POINT OF CURVATURE FOR THIS TRACT;

THENCE EASTERLY, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 89TH STREET AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 40.95 FEET, SAID CURVE HAVING A RADIUS OF 152.00 FEET, A DELTA ANGLE OF 15° 26' 08", A CHORD DISTANCE OF 40.83 FEET AND A CHORD BEARING OF S. 80° 18' 24" E. TO A POINT OF TANGENCY FOR THIS TRACT;

THENCE S. 88° 01' 28" E., ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 89TH STREET, A DISTANCE OF 375.24 FEET TO A POINT FOR THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT;

THENCE S. 43° 01' 28" E. A DISTANCE OF 21.21 FEET TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF SAID QUITMAN AVENUE FOR THE MOST EASTERLY NORTHEAST CORNER OF THIS TRACT;


THENCE S. 01° 58' 32" S., ALONG THE WEST RIGHT-OF-WAY LINE OF SAID QUITMAN AVENUE, A DISTANCE OF 621.57 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE PLAT OF QUINCY PARK, LOTS 138 THROUGH 211 AND TRACT D.

Reservations from and Exceptions to Conveyance and Warranty:

Taxes for the current year having been prorated, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes; restrictions, conditions, easements and rights-of-way of record or visible on the ground, if any, to the extent they are still in full force and effect; all valid and properly recorded outstanding mineral and royalty interest, reservations and leases, if any, to the extent they are still in full force and effect; and rights of parties in possession, if any. Further, Grantor reserves to itself all of Grantor's right, title and interest in and to oil, gas and other minerals, including, but not limited to all mineral interests, royalty interests, overriding royalty interests, working interests, production payment interests, oil and gas leasehold interests and all other interests of every kind, nature and character in and to all oil, gas and other minerals located in, on, under and that may be produced from the Property.

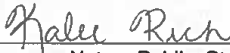
GRANTOR, for the consideration named herein and subject to the reservations from and exceptions to conveyance and warranty, Grants, Sells, and Conveys to Grantee the property described above, together with all and singular the rights, privileges, improvements and appurtenances thereto in any wise belonging, unto the said Grantee, its heirs, executors, administrators, successors and assigns forever; and Grantor does hereby bind itself, its heirs, executors, administrators, successors and assigns, to Warrant and Forever Defend all and singular the said premises unto the said Grantee, its heirs, executors, administrators, successors and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

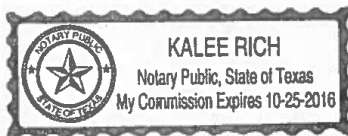
Real Property Resources, Inc.

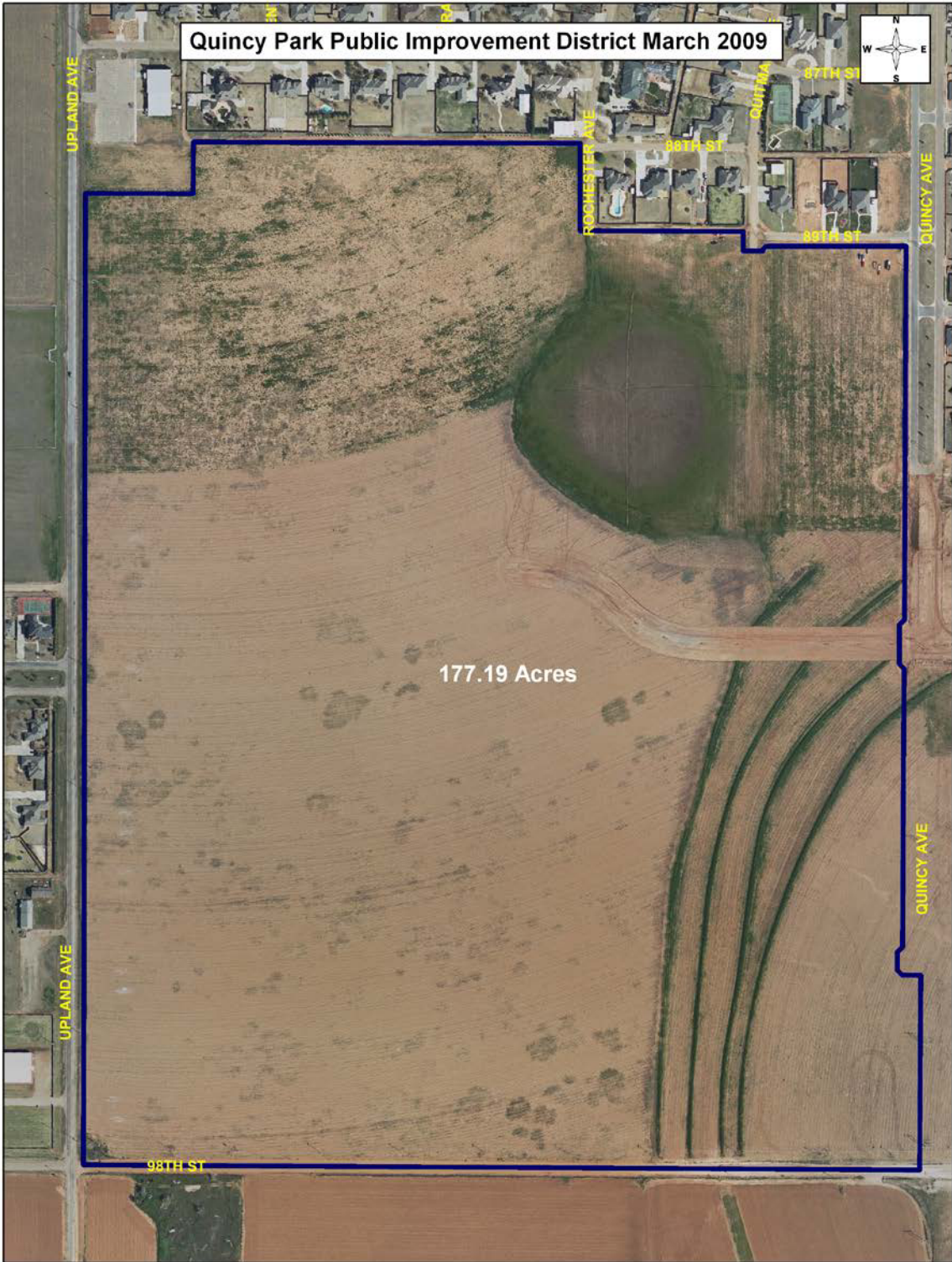

Chris Berry, Vice President

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

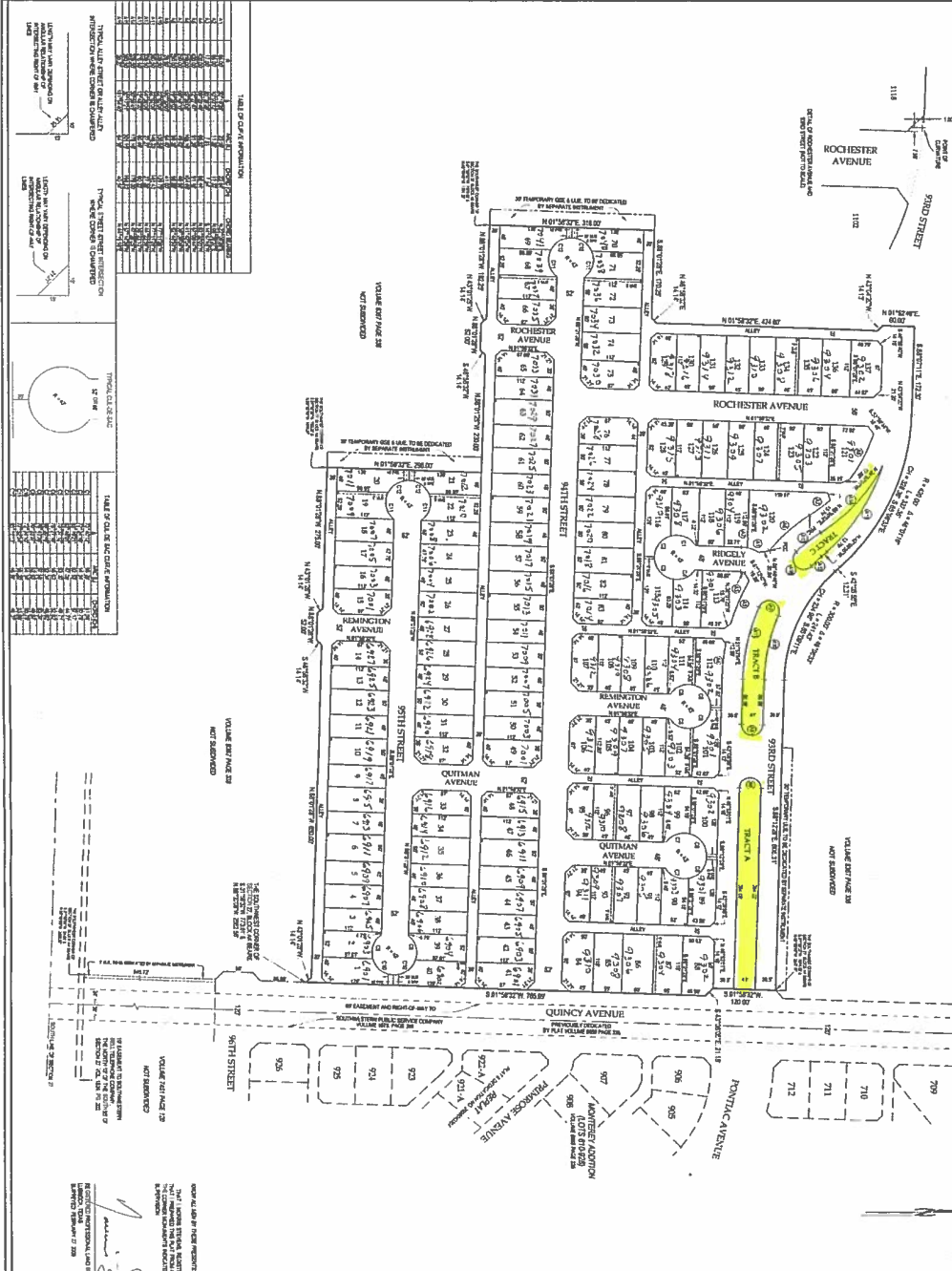
This instrument was acknowledged before me on March 27, 2015, by Chris Berry, Vice President of Real Property Resources, Inc., and in the capacity therein stated.


Kallee Rich
Notary Public, State of Texas





1792.0
P&D 2009007658 QUINCY PARK
 AN ADDITION TO THE CITY OF LUBBOCK
 LUBBOCK COUNTY, TEXAS



PLAT

THE CITY OF LUBBOCK HAS REVIEWED THE ABOVE-ENTITLED PLAT AND FINDS THAT THE SAME COMPLY WITH THE CITY CHARTER AND ORDINANCES AND IS IN ACCORDANCE WITH THE CITY OF LUBBOCK PLAT ACT. THE CITY ENGINEER HAS REVIEWED THE PLAT AND FINDS THAT THE SAME COMPLY WITH THE CITY ENGINEERING CODES AND STANDARDS. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED THEREIN. THE CITY ENGINEER'S REVIEW IS LIMITED TO THE TECHNICAL ASPECTS OF THE PLAT AND DOES NOT CONSTITUTE A GUARANTEE OF THE ACCURACY OF THE INFORMATION CONTAINED THEREIN.

APPROVED: *[Signature]* **CHAIRMAN**

ATTEST: *[Signature]* **CLERK**

APPROVED: *[Signature]* **CHAIRMAN**

ATTEST: *[Signature]* **CLERK**

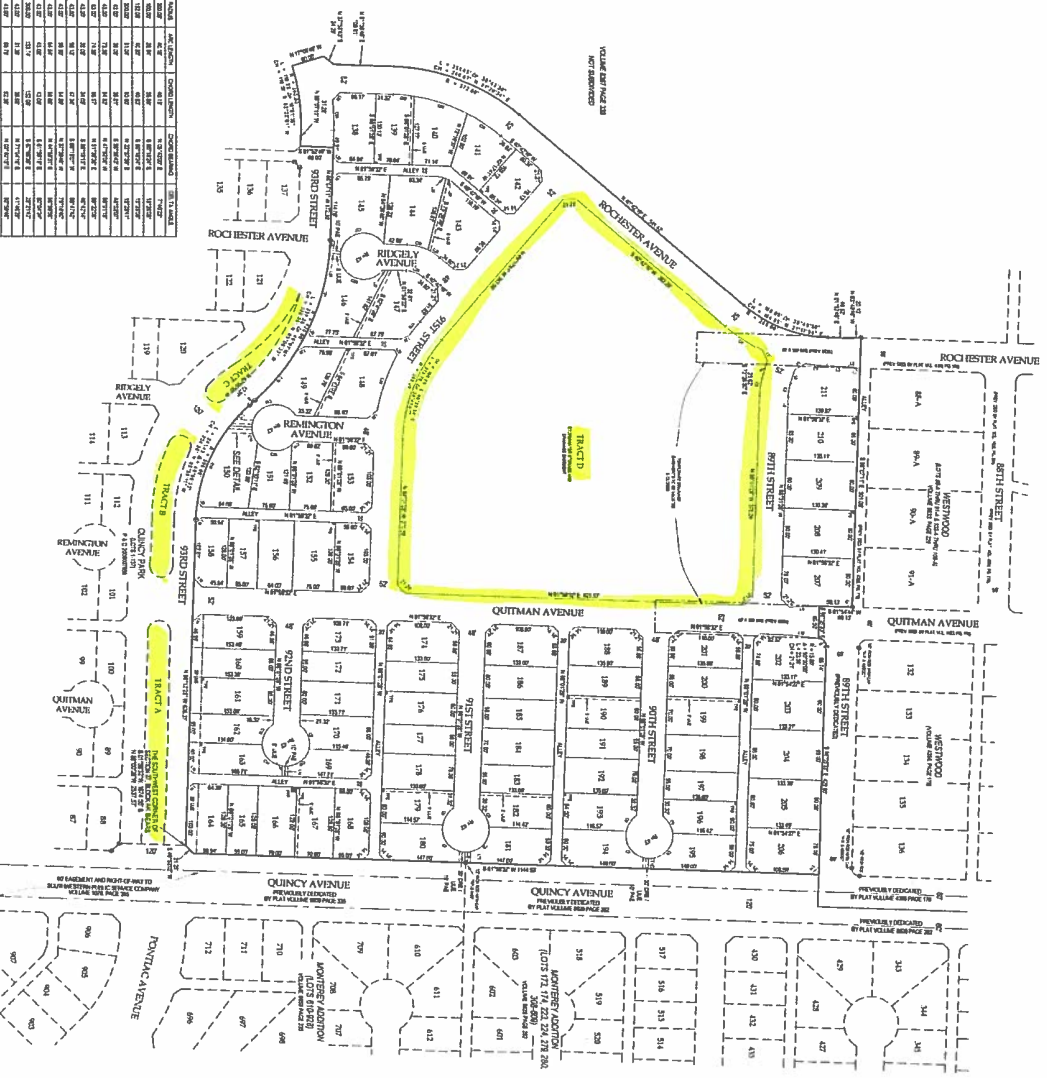
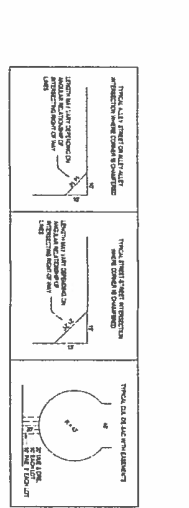
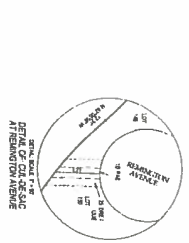
APPROVED: *[Signature]* **CHAIRMAN**

ATTEST: *[Signature]* **CLERK**



STEVENS SURVEYING
 1000 W. 11TH STREET
 LUBBOCK, TEXAS 79401
 (806) 791-1111

TRAC	ACRES	SECTION	QUARTER	BLK	LOT	OWNER	REMARKS
11	0.25	27	SE	4	11	...	...
12	0.25	27	SE	4	12	...	...
13	0.25	27	SE	4	13	...	...
14	0.25	27	SE	4	14	...	...
15	0.25	27	SE	4	15	...	...
16	0.25	27	SE	4	16	...	...
17	0.25	27	SE	4	17	...	...
18	0.25	27	SE	4	18	...	...
19	0.25	27	SE	4	19
20	0.25	27	SE	4	20
21	0.25	27	SE	4	21
22	0.25	27	SE	4	22
23	0.25	27	SE	4	23
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27	0.25	27	SE	4	27
28	0.25	27	SE	4	28
29	0.25	27	SE	4	29
30	0.25	27	SE	4	30
31	0.25	27	SE	4	31
32	0.25	27	SE	4	32
33	0.25	27	SE	4	33	...	...
34	0.25	27	SE	4	34	...	...
35	0.25	27	SE	4	35	...	...
36	0.25	27	SE	4	36	...	...
37	0.25	27	SE	4	37	...	...
38	0.25	27	SE	4	38	...	...
39	0.25	27	SE	4	39	...	...
40	0.25	27	SE	4	40	...	...
41	0.25	27	SE	4	41	...	...
42	0.25	27	SE	4	42	...	...
43	0.25	27	SE	4	43	...	...
44	0.25	27	SE	4	44	...	...
45	0.25	27	SE	4	45	...	...
46	0.25	27	SE	4	46	...	...
47	0.25	27	SE	4	47	...	...
48	0.25	27	SE	4	48	...	...
49	0.25	27	SE	4	49	...	...
50	0.25	27	SE	4	50	...	...
51	0.25	27	SE	4	51	...	...
52	0.25	27	SE	4	52	...	...
53	0.25	27	SE	4	53	...	...
54	0.25	27	SE	4	54	...	...
55	0.25	27	SE	4	55	...	...
56	0.25	27	SE	4	56	...	...
57	0.25	27	SE	4	57	...	...
58	0.25	27	SE	4	58	...	...
59	0.25	27	SE	4	59	...	...
60	0.25	27	SE	4	60	...	...
61	0.25	27	SE	4	61	...	...
62	0.25	27	SE	4	62	...	...
63	0.25	27	SE	4	63	...	...
64	0.25	27	SE	4	64	...	...
65	0.25	27	SE	4	65	...	...
66	0.25	27	SE	4	66	...	...
67	0.25	27	SE	4	67	...	...
68	0.25	27	SE	4	68	...	...
69	0.25	27	SE	4	69	...	...
70	0.25	27	SE	4	70	...	...
71	0.25	27	SE	4	71	...	...
72	0.25	27	SE	4	72	...	...
73	0.25	27	SE	4	73	...	...
74	0.25	27	SE	4	74	...	...
75	0.25	27	SE	4	75	...	...
76	0.25	27	SE	4	76	...	...
77	0.25	27	SE	4	77	...	...
78	0.25	27	SE	4	78	...	...
79	0.25	27	SE	4	79	...	...
80	0.25	27	SE	4	80	...	...
81	0.25	27	SE	4	81	...	...
82	0.25	27	SE	4	82	...	...
83	0.25	27	SE	4	83	...	...
84	0.25	27	SE	4	84	...	...
85	0.25	27	SE	4	85	...	...
86	0.25	27	SE	4	86	...	...
87	0.25	27	SE	4	87	...	...
88	0.25	27	SE	4	88	...	...
89	0.25	27	SE	4	89	...	...
90	0.25	27	SE	4	90	...	...
91	0.25	27	SE	4	91	...	...
92	0.25	27	SE	4	92	...	...
93	0.25	27	SE	4	93	...	...
94	0.25	27	SE	4	94	...	...
95	0.25	27	SE	4	95	...	...
96	0.25	27	SE	4	96	...	...
97	0.25	27	SE	4	97	...	...
98	0.25	27	SE	4	98	...	...
99	0.25	27	SE	4	99	...	...
100	0.25	27	SE	4	100	...	...



TRACT D AND
LOTS 138 THROUGH 211,
QUINCY PARK
AN ADDITION TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
1792.1
P&D 2010016062

APPROVED THIS 14th day of May, 2010, by the
CITY PLANNING COMMISSION OF THE CITY OF LUBBOCK, TEXAS

BY: [Signature] CHAIRMAN

AFTER: [Signature] SECRETARY

NOTED BY THE CITY CLERK

ALL LOTS AND STREETS SHOWN ARE SUBJECT TO THE CITY OF LUBBOCK'S ZONING ORDINANCES AND OTHER APPLICABLE CITY ORDINANCES. THE CITY OF LUBBOCK DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, NOR DOES IT WARRANT THAT THE INFORMATION IS COMPLETE OR UP-TO-DATE. THE CITY OF LUBBOCK DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN, NOR DOES IT WARRANT THAT THE INFORMATION IS COMPLETE OR UP-TO-DATE.

Seal of the City of Lubbock and the Stephens Surveying logo.

Real Property Resources, Inc.

Corporate Resolution

Date of meeting: March 3, 2015

Type of meeting: Special

Place of meeting: 6305 82nd Street, Lubbock TX 79424

With a quorum present and voting, it was unanimously agreed and resolved as follows:

That Real Property Resources Inc. (R.P.R.I) agrees to convey, to the Quincy Park Public Improvement District of the City of Lubbock, the property with legal description:

. TRACT A OF QUINCY PARK, TRACTS A, B & C AND LOTS 1 THROUGH 137, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN PLAT AND DEDICATION NUMBER 2009007658 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID TRACT A BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST RIGHT-OF-WAY LINE OF QUINCY AVENUE, AS DEDICATED AND SHOWN WITH THE PLAT OF MONTEREY ADDITION, LOTS 610 THROUGH 928, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN VOLUME 9959, PAGE 335 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, FOR THE SOUTHEAST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SECTION 27, BLOCK AK, LUBBOCK COUNTY, TEXAS BEARS S. 01° 58' 32" W. A DISTANCE OF 1594.06 FEET AND N. 88° 00' 08" W. A DISTANCE OF 2537.54 FEET;

THENCE N. 88° 12' 28" W., ALONG THE NORTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF 93RD STREET, AS DEDICATED WITH SAID PLAT OF QUINCY PARK, A DISTANCE OF 394.09 FEET TO A POINT OF CURVATURE FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTHERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 64.40 FEET, SAID CURVE HAVING A RADIUS OF 20.50 FEET, A DELTA ANGLE OF 180° 00' 00", A CHORD DISTANCE OF 41.00 FEET TO A POINT OF TANGENCY FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE S. 88° 12' 28" E., ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE WEST-BOUND LANE OF SAID 93RD STREET, A DISTANCE OF 394.22 FEET TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF SAID QUINCY AVENUE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG THE WEST RIGHT-OF-WAY LINE OF SAID QUINCY AVENUE, A DISTANCE OF 41.00 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE PLAT OF SAID QUINCY PARK.

TRACT B OF QUINCY PARK, TRACTS A, B & C AND LOTS 1 THROUGH 137, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN PLAT AND DEDICATION NUMBER 2009007658 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID TRACT B BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF 93RD STREET, AS DEDICATED AND SHOWN WITH SAID PLAT OF QUINCY PARK, AT A POINT OF TANGENCY FOR THE SOUTHEAST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SECTION 27, BLOCK AK, LUBBOCK COUNTY, TEXAS BEARS S. 01° 58' 32" W. A DISTANCE OF 1592.19 FEET AND N. 88° 00' 08" W. A DISTANCE OF 2020.48 FEET;

THENCE N. 88° 12' 28" W. ALONG THE NORTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF SAID 93RD STREET, A DISTANCE OF 88.96 FEET TO A POINT OF CURVATURE FOR THIS TRACT;

THENCE NORTHWESTERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 146.33 FEET, SAID CURVE HAVING A RADIUS OF 380.50 FEET, A DELTA ANGLE OF 22° 02' 06", A CHORD DISTANCE

OF 145.43 FEET AND A CHORD BEARING OF N. 77° 11' 28" W. TO A POINT OF COMPOUND CURVATURE FOR THE SOUTHWEST CORNER OF THIS TRACT;

THENCE NORTHERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 64.40 FEET, SAID CURVE HAVING A RADIUS OF 20.50 FEET, A DELTA ANGLE OF 180° 00' 00" AND A CHORD DISTANCE OF 41.00 FEET TO A POINT OF COMPOUND CURVATURE FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE SOUTHEASTERLY, ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE WEST-BOUND LANE OF SAID 93RD STREET AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 130.56 FEET, SAID CURVE HAVING A RADIUS OF 339.50 FEET, A DELTA ANGLE OF 22° 02' 06", A CHORD DISTANCE OF 129.76 FEET AND A CHORD BEARING OF S. 77° 11' 28" E., TO A POINT OF TANGENCY FOR THIS TRACT;

THENCE S. 88° 12' 28" E., ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE WEST-BOUND LANE OF SAID 93RD STREET, A DISTANCE OF 88.96 FEET TO A POINT OF CURVATURE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTHERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 64.40 FEET, SAID CURVE HAVING A RADIUS OF 20.50 FEET, A DELTA ANGLE OF 180° 00' 00" AND A CHORD DISTANCE OF 41.00 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE PLAT OF SAID QUINCY PARK, LOTS 1 THROUGH 137 AND TRACTS A, B & C.

TRACT C OF QUINCY PARK, TRACTS A, B & C AND LOTS 1 THROUGH 137, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN PLAT AND DEDICATION NUMBER 2009007658 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID TRACT C BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE NORTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF 93RD STREET, AS DEDICATED AND SHOWN WITH SAID PLAT OF QUINCY PARK, AT A POINT OF COMPOUND CURVATURE FOR THE SOUTHEAST CORNER OF THIS TRACT, WHENCE THE SOUTHWEST CORNER OF SECTION 27, BLOCK AK, LUBBOCK COUNTY, TEXAS BEARS S. 01° 58' 32" W. A DISTANCE OF 1687.32 FEET AND N. 88° 00' 08" W. A DISTANCE OF 1678.85 FEET;

THENCE NORTHWESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF 93RD STREET AND A CURVE TO THE RIGHT, AN ARC DISTANCE OF 60.46 FEET, SAID CURVE HAVING A RADIUS OF 270.50 FEET, A DELTA ANGLE OF 12° 48' 20", A CHORD DISTANCE OF 60.33 FEET AND A CHORD BEARING OF N. 38° 23' 13" W., TO A POINT OF REVERSE CURVATURE FOR A CORNER OF THIS TRACT;

THENCE NORTHWESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF 93RD STREET AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 178.16 FEET, SAID CURVE HAVING A RADIUS OF 329.50 FEET, A DELTA ANGLE OF 30° 58' 45", A CHORD DISTANCE OF 176.00 FEET AND A CHORD BEARING OF N. 47° 28' 25" W., TO A POINT OF INTERSECTION IN THE CENTERLINE OF SAID 93RD STREET;

THENCE SOUTHEASTERLY, ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF SAID 93RD STREET AND A CURVE TO THE RIGHT, AN ARC DISTANCE OF 201.15 FEET, SAID CURVE HAVING A RADIUS OF 380.50 FEET, A DELTA ANGLE OF 30° 17' 21", A CHORD DISTANCE OF 198.82 FEET AND A CHORD BEARING OF S. 57° 14' 36" E., TO A POINT OF TANGENCY FOR A CORNER OF THIS TRACT;

THENCE S. 42° 05' 55" E., ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF SAID 93RD STREET, A DISTANCE OF 13.70 FEET TO A POINT OF CURVATURE FOR THIS TRACT;

THENCE SOUTHEASTERLY, ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE EAST-BOUND LANE OF SAID 93RD STREET AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 27.27 FEET, SAID CURVE HAVING A RADIUS OF 339.50 FEET, A DELTA ANGLE OF 04° 36' 06", A CHORD DISTANCE OF 27.26 FEET AND A CHORD BEARING OF S. 44° 23' 59" E., TO A POINT OF COMPOUND CURVATURE FOR THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTHERLY, ALONG A CURVE TO THE RIGHT, AN ARC DISTANCE OF 64.40 FEET, SAID CURVE HAVING A RADIUS OF 20.50 FEET, A DELTA ANGLE OF 180° 00' 00" AND A CHORD DISTANCE OF 41.00 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE PLAT OF SAID QUINCY PARK, TRACTS A, B & C AND LOTS 1 THROUGH 137.

DESCRIPTION OF TRACT D OF QUINCY PARK, LOTS 138 THROUGH 211 AND TRACT D, AN ADDITION TO THE CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED

THEREOF RECORDED IN PLAT AND DEDICATION NUMBER 2010016062 OF THE OFFICIAL PUBLIC RECORDS OF LUBBOCK COUNTY, TEXAS, SAID TRACT D BEING FURTHER DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE WEST RIGHT-OF-WAY LINE OF QUITMAN AVENUE AS DEDICATED WITH SAID PLAT OF QUINCY PARK FOR THE MOST EASTERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE S. 46° 58' 32" W. A DISTANCE OF 21.21 FEET TO A POINT IN THE NORTH RIGHT-OF-WAY LINE OF 91ST STREET AS DEDICATED WITH SAID PLAT OF QUINCY PARK FOR THE MOST SOUTHERLY SOUTHEAST CORNER OF THIS TRACT;

THENCE N. 88° 01' 28" W., ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 91ST STREET, A DISTANCE OF 270.58 FEET TO A POINT OF CURVATURE FOR THIS TRACT;

THENCE NORTHWESTERLY, ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 91ST STREET AND A CURVE TO THE RIGHT, AN ARC DISTANCE OF 202.79 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 38° 43' 47", A CHORD DISTANCE OF 198.95 FEET AND A CHORD BEARING OF N. 68° 39' 34" W. TO A POINT OF TANGENCY FOR THIS TRACT;

THENCE N. 49° 17' 41" W., ALONG THE NORTH RIGHT-OF-WAY LINE OF SAID 91ST STREET, A DISTANCE OF 343.66 FEET TO A POINT FOR THE MOST SOUTHERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 04° 17' 41" W. A DISTANCE OF 21.21 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF ROCHESTER AVENUE AS DEDICATED WITH SAID PLAT OF QUINCY PARK FOR THE MOST WESTERLY SOUTHWEST CORNER OF THIS TRACT;

THENCE N. 40° 42' 19" E., ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ROCHESTER AVENUE, A DISTANCE OF 362.28 FEET TO A POINT OF CURVATURE FOR THIS TRACT;

THENCE NORTHEASTERLY, ALONG THE EAST RIGHT-OF-WAY LINE OF SAID ROCHESTER AVENUE AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 81.04 FEET, SAID CURVE HAVING A RADIUS OF 300.00 FEET, A DELTA ANGLE OF 15° 28' 41", A CHORD DISTANCE OF 80.80 FEET AND A CHORD BEARING OF N. 32° 57' 59" E. TO A POINT FOR THE MOST WESTERLY NORTHWEST CORNER OF THIS TRACT;

THENCE N. 65° 36' 10" E. A DISTANCE OF 22.36 FEET TO A POINT IN THE SOUTH RIGHT-OF-WAY LINE OF 89TH STREET AS DEDICATED WITH SAID PLAT OF QUINCY PARK FOR THE MOST NORTHERLY NORTHWEST CORNER OF THIS TRACT;

THENCE S. 72° 35' 20" E., ALONG THE SOUTH RIGHT-OF-WAY LIEN OF SAID 89TH STREET, A DISTANCE OF 25.62 FEET TO A POINT OF CURVATURE FOR THIS TRACT;


THENCE EASTERLY, ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 89TH STREET AND A CURVE TO THE LEFT, AN ARC DISTANCE OF 40.95 FEET, SAID CURVE HAVING A RADIUS OF 152.00 FEET, A DELTA ANGLE OF 15° 26' 08", A CHORD DISTANCE OF 40.83 FEET AND A CHORD BEARING OF S. 80° 18' 24" E. TO A POINT OF TANGENCY FOR THIS TRACT;

THENCE S. 88° 01' 28" E., ALONG THE SOUTH RIGHT-OF-WAY LINE OF SAID 89TH STREET, A DISTANCE OF 375.24 FEET TO A POINT FOR THE MOST NORTHERLY NORTHEAST CORNER OF THIS TRACT; THENCE S. 43° 01' 28" E. A DISTANCE OF 21.21 FEET TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF SAID QUITMAN AVENUE FOR THE MOST EASTERLY NORTHEAST CORNER OF THIS TRACT;

THENCE S. 01° 58' 32" W., ALONG THE WEST RIGHT-OF-WAY LINE OF SAID QUITMAN AVENUE, A DISTANCE OF 621.57 FEET TO THE POINT OF BEGINNING. BEARINGS ARE RELATIVE TO THE PLAT OF QUINCY PARK, LOTS 138 THROUGH 211 AND TRACT D.

That Chris Berry in his capacity as Vice President or Rick Betenbough in his capacity as President of the corporation be authorized to sign all documents necessary to complete this transaction.

Attest:


Chris Berry, Vice President


Rick Betenbough, President



Regular City Council Meeting

5. 4.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution - City Attorney: Consider a Professional Services Agreement between the City of Lubbock and Bracewell and Guiliani, LLP to provide professional services to the City of Lubbock in Cause No. 14-0572-Coyote Lake Ranch, LLC v. The City of Lubbock before the Texas Supreme Court.

Item Summary

As stated above.

Fiscal Impact

None.

Staff/Board Recommending

Chad Weaver, City Attorney
Jeff Hartsell, Litigation Attorney

Attachments

Resolution - Coyote Lake Ranch

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 Agreement between the City of Lubbock and Bracewell and Giuliani LLP to provide legal services to the City of Lubbock in Cause No. 14-0572 – *Coyote Lake Ranch, LLC v. the City of Lubbock*, before the Texas Supreme Court. Said Professional Services Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Jeff Hartsell, Litigation Attorney

APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw:ccdcs/RES.PSA-Bracewell & Giuliani
March 27, 2015



Regular City Council Meeting

5. 5.

Meeting Date: 04/09/2015

Information

Agenda Item

Ordinance 2nd Reading - Public Works Traffic Engineering: Consider Ordinance 2015-O0023 amending Section 20.05.103 of the Code of Ordinances of the City of Lubbock, with regard to the establishment of school zones.

Item Summary

On March 26, 2015, the City Council approved the first reading of the ordinance.

Section 20.05.103 of the Code of Ordinances is being revised to add one flashing school zone. The school zone is located on Joliet Drive near 63rd Drive for Jane Ann Miller Elementary School.

At the request of Lubbock Independent School District (ISD), Traffic Engineering conducted pedestrian counts at Miller Elementary School. The counts revealed that the number of students crossing the street met the criteria to install a flashing school zone.

Fiscal Impact

Equipment and materials for building the new school zones total approximately \$30,000. \$300,000 is allocated in Capital Improvement Project 92172, Traffic Signals/Controllers, with \$30,000 available for this purpose.

Staff/Board Recommending

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

Attachments

Ordinance - School Zones

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 20.05.103 OF THE CODE OF ORDINANCES OF THE CITY OF LUBBOCK, TEXAS, WITH REGARD TO THE ESTABLISHMENT OF SCHOOL ZONES AND SPEED LIMITS; PROVIDING A SAVINGS CLAUSE; PROVIDING A PENALTY; AND PROVIDING FOR PUBLICATION.

WHEREAS, the City Council of the City of Lubbock deems it to be in the best interests of the health, safety and welfare of the citizens of the City of Lubbock to make the following amendment to Section 20.05.103 of the Code of Ordinances of the City of Lubbock, Texas; NOW THEREFORE:

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

SECTION 1. THAT Section 20.05.103, Code of Ordinances of the City of Lubbock, Texas, is hereby amended to read as follows:

Sec. 20.05.103 School zones speed limits.

A reduced school speed zone as indicated herein shall be in effect when the designated school speed limit beacon is flashing during school hours upon the streets or highways or portions thereof within the city limits shall be as follows:

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
1	11th Place	East/ West	Beginning at a point 95 feet East of Liberty Avenue extending to a point 230 feet East of LaSalle Avenue	20	FISD Northridge Elementary
2	19th Street (US 62 / SH 114)	East/ West	Beginning at a point 145 feet West of Avenue U extending to a point 100 feet East of Avenue T	20	Lubbock High School
3	East 24th Street	East/ West	Beginning at a point 32 feet East of Oak Avenue extending to a point 677 feet West of Oak Avenue	20	LISD Project Intercept
4	30th Street	East/ West	Beginning at a point 214 feet East of Avenue N extending to a point 158 feet West of Avenue N	20	Bean Elementary
5	34th Street	East/ West	Beginning at a point 194 feet East of Avenue N extending to a point 251 feet West of Avenue N	20	Bean Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
6	34th Street	East/ West	Beginning at a point 12 feet East of the North leg of Avenue X extending to a point 100 feet West of the South leg of Avenue X	20	Brown Elementary
7	34th Street	East/ West	Beginning at a point 214 feet East of Toledo Avenue extending to a point 200 feet West of Vicksburg Avenue	20	Coronado High School
8	43rd Street	East/ West	Beginning at a point 160 feet East of Milwaukee Avenue extending to a point 600 feet East of Milwaukee Avenue	20	FISD Westwind Elementary
9	50th Street	East/ West	Beginning at a point 320 feet West of Avenue P extending to a point 308 feet East of Avenue P	20	Hodges Elementary
10	50th Street	East/ West	Beginning at a point 146 feet East of Gary Avenue extending to a point 219 feet West of Gary Avenue	20	Monterey High School
11	58th Street	East/ West	Beginning at a point 198 feet East of Avenue U extending to a point 136 feet West of Avenue V	20	Bayless Elementary
12	58th Street	East/ West	Beginning at a point 169 feet East of Canton Avenue and extending to a point 158 feet West of Elgin Avenue	20	Parsons Elementary
13	58th Street	East/ West	Beginning at a point 85 feet West of 55th Drive extending to a point 209 feet East of Wayne Avenue	20	Williams Elementary
14	73 rd Street	East/ West	Beginning 200 feet East of Ironton Avenue extending to a point 200 feet West of Ironton Avenue	20	Heritage Middle School
15	78th St	East/ West	Beginning at a point 188 feet West of Flint Avenue extending to a point 200 feet East of Elgin Avenue	20	Waters Elementary
16	79th Street	East/ West	Beginning at a point 221 feet West of Hope Avenue extending to a point 165 feet East of Hope Avenue	20	FISD Crestview Elementary
17	108th Street	East/ West	Beginning at a point 350 feet West of Gary Avenue extending to a point 350 feet East of Gary Avenue	20	Lubbock-Cooper North Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
18	Avenue L	North/ South	Beginning at a point 15 feet South of 29th Street extending to a point 50 feet North of 30th St	20	Bean Elementary
19	Avenue P	North/ South	Beginning at a point 211 feet South of 1st Street extending to a point 218 feet North of 1st Street	20	Guadalupe Elementary
20	Avenue P	North/ South	Beginning at a point 218 feet North of 79th Street extending to a point 58 feet North of 81st Street	20	Roberts Elementary
21	Avenue Q (US 84)	North/ South	Beginning at a point 210 feet North of 32nd Street extending to a point 135 feet South of 32nd Street	30	O.L. Slaton Middle School
22	Avenue T	North/ South	Beginning at a point 26 feet North of 20th Street extending to a point 40 feet South of 22nd Street	20	Dupree Elementary
23	Avenue U	North/ South	Beginning at a point 214 feet South of 2nd Street extending to a point 162 feet North of 2nd Street	20	Jackson Elementary
24	Avenue U	North/ South	Beginning at a point 90 feet North of 58th Street extending to a point 125 feet South of 53rd Street	20	Atkins Middle School
25	Avenue U	North/ South	Beginning at a point 115 feet South of 58th Street extending to a point 74 feet North of 62nd Street	20	Bayless Elementary
26	Boston Avenue	North/ South	Beginning at a point 161 feet North of 1st Street and extending to a point 135 feet North of 2nd Street	20	McWhorter Elementary
27	Broadway	East/ West	Beginning at a point 261 feet West of Avenue U and extending to a point 211 feet East of Avenue U	20	Ramirez Charter School
28	Chicago Avenue	North/ South	Beginning at a point 16 feet North of 16th Street extending to a point 16 feet South of 13th Street	20	Hardwick Elementary
29	Chicago Avenue	North/ South	Beginning at a point 93 feet North of 32nd Street and extending to a point 10 feet South of 29 th Drive	20	Bowie Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
30	Chicago Avenue	North/ South	Beginning at a point 145 feet South of 48th Street extending to a point 143 feet North of 46 th Street	20	Wester Elementary
31	Chicago Avenue	North/ South	Beginning at a point 56 feet South of 87th Street extending to a point 59 feet North of 89 th Street	20	Smith Elementary
32	Elgin Avenue	North/ South	Beginning at a point 150 feet North of 41st Street extending to a point 155 feet South of 42nd Street	20	Wheelock Elementary
33	Elgin Avenue	North/ South	Beginning at a point 260 feet North of 58th Street extending to a point 156 feet South of 42nd Street	20	Parsons Elementary
34	Elgin Avenue	North/ South	Beginning at a point 103 feet South of 78th Street extending to a point 40 feet of 75th Street	20	Waters Elementary
35	Erskine Street	East/ West	Beginning at a point 19 feet West of North Hartford Avenue extending to a point 134 feet East of North Gary Avenue	20	Wolffarth Elementary
36	Flint Avenue	North/ South	Beginning at a point 135 feet South of 39th Street extending to a point 134 feet North of 43rd Street	20	Wheelock Elementary
37	Joliet Drive	North/ South	Beginning at a point 106 feet West of Louisville Drive extending to a point 68 feet Southwest of 68th Street	20	Miller Elementary
38	Dr. M. L. King, Jr., Boulevard*	North/ South	Beginning at a point 106 feet South of East Erskine Street extending to a point 213 feet South of East Emory Street	20	Estacado High School
39	Dr. M. L. King, Jr., Boulevard*	North/ South	Beginning at a point 220 feet South of East 29th Street extending to a point 230 feet North of East 29th Street	20	Ervin Elementary
40	Memphis Avenue	North/ South	Beginning at a point 135 feet North of 31st Street extending to a point 122 feet South of 28th Street	20	Overton Elementary
41	Memphis Avenue	North/ South	Beginning at a point 132 feet South of 46th Street extending to a point 242 feet North of 44th Street	20	Maedgen Elementary

Item	Lubbock Street Name (TxDOT Name)	Travel Direct.	School Zone Speed Limit Description	Speed	School Name
42	Memphis Avenue	North/South	Beginning at a point 115 feet North of 86th Street extending to a point 230 feet South of 86th Street	20	Honey Elementary
43	Parkway Drive (US 82)	East/West	Beginning at a point 560ft southwest of Zenith Ave extending 600ft to a point 115ft southwest of Walnut Ave.	30	Alderson Elementary
44	Quaker Avenue	North/South	Beginning at a point 213 feet North of 31st Street extending to a point 137 feet South of 31st Street	20	Smylie Wilson Middle School
45	Teak Avenue	North/South	Beginning at a point 200 feet North of East 29 th Street extending to a point 250 feet South of East 29 th Street	20	Ervin Elementary
46	Toledo Avenue	North/South	Beginning at a point 153 feet Northwest of 13th Street extending to a point 163 feet Southeast of 15th Street	20	Rush Elementary
47	North University Avenue	North/South	Beginning at a point 212 feet South of Auburn Street extending to a point 156 feet North of Baylor Street	20	Cavazos Middle School
48	North Utica Avenue	North/South	Beginning at a point 220 feet North of Kemper Street extending to a point 195 feet South of Kemper Street	20	Centennial Elementary
49	Utica Avenue	North/South	Beginning at a point 94 feet North of 45th Street extending to a point 200 feet South of 48th Street	20	Stewart Elementary
50	Utica Avenue	North/South	Beginning at a point 163 feet North of 56th Street extending to a point 30 feet North of 59th Street	20	Williams Elementary

SECTION 2. 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 3. THAT violation of any provision of this Ordinance shall be a misdemeanor punishable by a fine not to exceed two hundred dollars (\$200.00).

SECTION 4. 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 as provided by law.

AND SO IT IS ORDERED.

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

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

Glen C. Robertson, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

S:\city\att\CCDOCS\2015SchoolZone_SpeedORD(final.2).doc



Regular City Council Meeting

5. 6.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute Amendment 2 to contract 11259, Professional Services Agreement with Kimley Horn and Associates, Inc., for providing professional engineering services associated with the South Lubbock Sanitary Sewer System Extension Phase II.

Item Summary

Over the past decades, the City has experienced significant growth on the south and southwest regions of the existing sewer collection system. Projected population growth in the sewer shed has resulted in a need for additional conveyance capacity from South Lubbock to the Water Reclamation Plant. These improvements were recommended in the Wastewater Master Plan for the City of Lubbock completed in 2009. In April 2013, the City of Lubbock entered into a contract with Kimley-Horn to perform a route and alignment study for a proposed gravity sewer main from Alcove Avenue to Avenue P along the 130th Street or FM 1585 corridor. In February 2014, the City of Lubbock executed Amendment 1 to contract 11259 with Kimley-Horn to perform a preliminary and final design with land acquisition services for the gravity sewer main from 98th Street and University Avenue to Quaker Avenue and 130th Street.

The Phase II project route begins at the intersection of University Avenue and 98th Street and ends at the intersection of Quaker Avenue and 136th Street. Amendment 2 will include professional services for general construction services and construction representation services for this phase of the South Lubbock Sanitary Sewer System Extension. Amendment 2 will increase the contract by \$1,346,000, bringing the new contract amount to \$2,953,000, with an additional 15 months added to the original contract term.

Fiscal Impact

\$19,000,000 is appropriated in Capital Improvement Project 92310, South Sanitary Sewer System Expansion Phase II, with \$1,346,000 available for this purpose.

Staff/Board Recommending

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

Attachments

[Resolution - Kimley-Horn](#)

[Amendment 2 - Kimley-Horn](#)

[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, Amendment No. 2 to that certain Agreement dated March 27, 2014 for the furnishing of professional services, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., and related documents. Said Amendment 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:



Wood Franklin, P.E., City Engineer

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES. Amend #2 Agrmt-Kimley-Horn and Associates
3.5.15

**AMENDMENT NUMBER 2 TO THE AGREEMENT BETWEEN THE CITY OF
LUBBOCK (CLIENT) AND KIMLEY-HORN
AND ASSOCIATES, INC.**

AMENDMENT NUMBER 2 DATED _____, 2015 to the agreement between City of Lubbock, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated April 13, 2013 ("the Agreement") concerning South Lubbock Sanitary Sewer System Extension Phase II (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. Amendment No. 2 extends the Agreement an additional 455 days from the expiration date of Amendment Number 1 to the Agreement. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CONSULTANT:

CITY OF LUBBOCK

KIMLEY HORN AND ASSOCIATES, INC.

By: _____
Glen C. Robertson

By:  _____
Jeff James, P.E.

Title: Mayor

Title: Senior Vice President

Date: _____

Date: 3/3/15

ATTEST:

APPROVED AS TO CONTENT:

Rebecca Garza, City Secretary

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

APPROVED AS TO FORM:

 _____
Amy Sims, Assistant City Attorney

 _____
Wood Franklin, P.E., City Engineer

Project Understanding

Amendment Number 2 is for Bidding and Construction Contract Administration Services for Bid Package A of Route A identified in the South Lubbock Sanitary Sewer System Extension, Phase 2 Routing and Alignment Study. The limits of Bid Package A are from the intersection of 98th Street and University Drive to FM 1585 and Quaker Avenue, as shown in Exhibit 1.

Consultant shall perform the following Professional Services:

Task 1 – Bid Phase Services

1. Provide plans, specifications and Notice to Bidders in .PDF format to the Client's 3rd party bidding service.
2. Issue addenda as required.
3. Answer contractor questions.
4. Prepare for, attend and conduct a Pre-bid conference.
5. If the RFP process is used, assist the City in evaluating and ranking the submitted proposals.
6. Prepare a tabulation of bids, and prepare a letter summarizing the bids to the Client for award of contract.
7. Prepare ten (10) sets of the contract documents for execution by the contractor, receive and review such documents for completeness, and forward to the Client for review and execution.

Task 2 – Construction Contract Administration (CCA) Services

Pre-Construction Conference. Consultant will prepare for and attend a Pre-Construction Conference prior to commencement of Work at the Site.

Visits to Site and Observation of Construction. Consultant will provide the following services throughout construction:

- Engineer of Record;
- Resident Project Representative; and
- Construction Materials Testing.

Engineer. Consultant's role as Engineer will include providing on-site construction observation services during the construction phase. Consultant will make visits at intervals as directed by Client in order to observe the progress of the Work. Such visits and observations by Consultant are not intended to be exhaustive or to extend to every aspect of Contractor's work in progress. Observations are to be limited to spot checking, selective measurement, and similar methods of

general observation of the Work based on Consultant's exercise of professional judgment. Based on information obtained during such visits and such observations, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the Work.

Resident Project Representative. Consultant's role as Resident Project Representative will include furnishing a Resident Project Representative ("RPR") to assist Consultant in observing progress and quality of the Work.

The duties and responsibilities of the RPR are limited to those of Consultant in the Agreement with the Client and in the Contract Documents, and are further limited and described as follows:

1. *General.*
 - RPR is Consultant's agent at the Site, will act as directed by and under the supervision of Consultant, and will confer with Consultant regarding RPR's actions.
 - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Consultant and Contractor, keeping Client advised as necessary.
 - RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - RPR shall generally communicate with Client with the knowledge of and under the direction of Consultant.
2. *Schedules.*
 - Review the progress schedule, schedule of Shop Drawing and submittals, and any other schedules prepared by Contractor and consult with Consultant concerning acceptability.
3. *Conferences and Meetings.*
 - Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison.*
 - Serve as Consultant's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
 - Assist Consultant in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
5. *Interpretation of Contract Documents.*
 - Report to Consultant when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Consultant.
6. *Shop Drawings and Submittals*
 - Maintain Shop Drawing and Submittal Record log.
 - Advise Consultant and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or submittal for which RPR believes that the submittal has not been approved by Consultant.

7. *Modifications.*
 - Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Consultant. Transmit to Contractor in writing decisions as issued by Consultant.
8. *Review of Work and Rejection of Defective Work*
 - Conduct on-Site observations of Contractor's work in progress to assist Consultant in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - Report to Consultant whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Consultant of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.
9. *Inspections, Tests, and System Start-ups*
 - Consult with Consultant in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.
 - Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Client's personnel, and that Contractor maintains adequate records thereof.
 - Observe, record, and report to Consultant appropriate details relative to the test procedures and systems start-ups.
 - Accompany visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Consultant.
10. *Records*
 - Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Contract, Consultant's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and submittals received from and delivered to Contractor, and other Specific Project-related documents.
 - Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Consultant.
 - Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
 - Maintain records for use in preparing project documentation.
 - Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Consultant.

11. Reports

- Furnish to Consultant periodic reports, as required, of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and submittals.
- Draft and recommend to Consultant proposed Change Orders and Field Orders. Obtain backup material from Contractor.
- Furnish to Consultant and Client copies of all inspection, test, and system startup reports.
- Immediately notify Consultant of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern.

12. Payment Request.

- Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Consultant, noting particularly the relationship of the payment requested to the Work completed, and materials delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals.

- During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Consultant for review and forwarding to Client prior to payment for that part of the Work.

14. Completion

- Participate in a final inspection in the company of Consultant, Client, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- Observe whether all items on the final list have been completed or corrected and make recommendations to Consultant concerning acceptance and issuance of the Notice of Acceptability of the Work.

Resident Project Representative shall not:

- Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
- Exceed limitations of Consultant's authority as set forth in the Agreement or the Contract Documents.
- Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
- Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
- Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of Client or Contractor.
- Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Consultant.
- Accept Shop Drawings or submittals from anyone other than Contractor.
- Authorize Client to occupy a Specific Project in whole or in part.

Through such observations of Contractor's work in progress and field checks of materials and equipment by the RPR, Consultant shall endeavor to provide Client a greater degree of confidence that the completed Work will conform in general to the Contract Documents. However, Consultant shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work, nor shall Consultant have authority over or responsibility for the means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction selected by Contractor, for safety precautions and programs incident to Contractor's work, nor for any failure of Contractor to comply with laws and regulations applicable to Contractor's furnishing and performing the Work. Accordingly, Consultant neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform its work in accordance with the Contract Documents.

Recommendations with Respect to Defective Work. Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, Consultant believes that such work will not produce a completed Project that conforms generally to Contract Documents.

Clarifications and Interpretations. Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents to Client as appropriate to the orderly completion of Contractor's work. Any orders authorizing variations from the Contract Documents will be made by Client.

Change Orders. Consultant may recommend Change Orders to Client, and will review and make recommendations related to Change Orders submitted or proposed by the Contractor.

Shop Drawings and Submittals. Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Submittals and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, sequences, schedules, or procedures of construction or to related safety precautions and programs.

Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents, but subject to the provisions of applicable standards of state or local government entities.

Inspections and Tests. Consultant, through its subconsultant, will perform the following laboratory tests of Contractor's work as Consultant deems appropriate; soils, flex base, hot mix, and field testing. Consultant, or its subconsultant, may receive and review certificates of inspections within Consultant's area of responsibility or of tests and approvals required by laws and regulations or the Contract Documents. Consultant's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests and the facts being certified.

Disagreements between Client and Contractor. Consultant will, if requested by Client, render written decision on all claims of Client and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the progress of Contractor's work. In rendering such decisions, Consultant shall be fair and not show

partiality to Client or Contractor and shall not be liable in connection with any decision rendered in good faith in such capacity.

Applications for Payment. Based on its observations and on review of applications for payment and accompanying supporting documentation, Consultant will determine the amounts that Consultant recommends Contractor be paid. Such recommendations of payment will be in writing and will constitute Consultant's representation to Client, based on such observations and review, that, to the best of Consultant's knowledge, information and belief, Contractor's work has progressed to the point indicated and that such work-in-progress is generally in accordance with the Contract Documents subject to any qualifications stated in the recommendation. In the case of unit price work, Consultant's recommendations of payment will include determinations of quantities and classifications of Contractor's work, based on observations and measurements of quantities provided with pay requests.

By recommending any payment, Consultant shall not thereby be deemed to have represented that its observations to check Contractor's work have been exhaustive, extended to every aspect of Contractor's work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Consultant in this Agreement. It will also not impose responsibility on Consultant to make any examination to ascertain how or for what purposes Contractor has used the moneys paid on account of the Contract Price, nor to determine that title to any portion of the work in progress, materials, or equipment has passed to Client free and clear of any liens, claims, security interests, or encumbrances, nor that there may not be other matters at issue between Client and Contractor that might affect the amount that should be paid.

Final Completion. Consultant will, promptly after notice from Contractor that it considers the entire Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is finally complete. Work will be considered finally complete following satisfactory completion of all items with the exception of those identified on a final punch list. If after considering any objections of Client, Consultant considers the Work finally complete; Consultant will notify Client and Contractor.

Final Notice of Acceptability of the Work. Consultant will conduct a site visit to determine if the final punch list is generally in accordance with the Contract Documents so that Consultant may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant upon which it is entitled to rely.

Limitation of Responsibilities. Consultant shall not be responsible for the acts or omissions of any Contractor, or of any of their subcontractors, suppliers, or of any other individual or entity performing or furnishing the Work. Consultant shall not have the authority or responsibility to stop the work of any Contractor.

Record Drawings. Prepare project “Record Drawings” based on information provided by the Contractor as to the actual field placement of the work including any changes or deletions. Consultant is not responsible for the accuracy of the information provided by others. Consultant will provide the following deliverables:

- One (1) 22”x34” set of black line Record Drawings
- One (1) set of .PDF file Record Drawings

Additional Services

Additional services to be performed if authorized by the Client, but which are not included in the above-described Scope of Services, are as follows:

1. Accompanying the Client when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The Engineer will assist the Client on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client’s compliance efforts.
2. Assisting Client or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by the Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
3. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
4. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
5. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the Client.
6. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
7. Additional meetings beyond those identified in the Scope of Services.
8. Preparation for and attendance to public meetings to discuss the project.
9. Any services not listed in the Scope of Services.

Schedule

Engineer will provide the Construction Phase Services as indicated in the contract documents regarding Time of Completion.

Fee and Billing

Engineer will provide the **Reimbursable Tasks** identified in the Scope of Services and shown in the Table below on a labor fee plus expense basis total, not to exceed **\$1,346,000** for the reimbursable tasks, which includes all reimbursable expenses. The not to exceed amount will not be exceeded without the client’s prior written approval and amendment of this Agreement. The reimbursable fee breakdowns below are provided for budgeting purposes only and are not intended to represent a specific budget for each reimbursable task. Engineer reserves the right to reallocate the reimbursable budget among tasks as determined necessary by Engineer. Labor fees will be billed according to the rate schedule shown in the Agreement. Direct reimbursable expenses including express delivery services, fees, and other direct expenses will be billed at 1.10 times cost. An amount will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. Administrative time related to the project will be billed hourly. Technical use of computers for design, analysis, GIS, and graphics, etc. will be billed at \$10.00 per hour. All permitting, application, and similar project fees will be paid directly by the Client.

Reimbursable fees will be invoiced monthly based on the actual amount of services performed and expenses incurred. Payment of all fees will be due within 30 days of your receipt of the invoice.

<u>Task:</u>	<u>Task Fee:</u>
1. Bid Phase Services	\$21,000
2. Construction Phase Services	\$442,200
2. RPR – Walker RPR Services	\$788,100
3. Material Testing – CMT	\$94,700
Total	\$1,346,000

ATTACHMENT B
CURRENT HOURLY RATE SCHEDULE

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional I	\$195 - \$225
Senior Professional II	\$155 - \$200
Professional	\$115 - \$150
Analyst	\$95 - \$105
Designer	\$130 - \$145
Technical Support	\$75 - \$105
Clerical/Administrative Support	\$60 - \$105

Project Workplan Budget

Date: Mar 3, 2015

General Project Information	
Client:	City of Lubbock
Project:	S. Lubbock SS Ext Ph.2 BPA
KHA No.:	063126011
PM:	Aaron Rader

Fee Information		
Fee Type:	CP	<input type="radio"/> Fix. Mult.
Expense Mult:	1.10	<input checked="" type="radio"/> Schedule: LBB
Allocation:	6.0%	

Task Budget Summary						
No.	Task Name	Hours	Labor	Task 700		Subtotal
				Expenses	Allocation	
650	Bid Phase Services	117	\$ 17,700	\$ 2,200	\$ 1,100	\$ 21,000
651	Construction Phase Svcs	2,135	\$ 347,600	\$ 73,700	\$ 20,900	\$ 442,200
TOTALS:		2,252	\$ 365,300	\$ 75,900	\$ 22,000	\$ 463,200

Subconsultant Summary				
Task No.	Task Name	Cost	Multiplier	Subtotal
760	Walker RPR Services, Inc. (Attachment C-2)	\$ 716,400	1.10	\$ 788,100
770	CMT Engineering, Inc. (Attachment C-3)	\$ 86,038	1.10	\$ 94,700
TOTALS:		\$ 802,438		\$ 882,800

Project Budget Summary	
Labor:	\$ 365,300
Expenses:	\$ 980,700
TOTAL:	\$ 1,346,000

General Project Information

Client: City of Lubbock
 Project: S. Lubbock SS Ext Ph.2 BPA
 KHA No: 063126011
 PM: Aaron Rader

Task Effort Summary

Labor: \$ 17,700
 Expenses: \$ 2,200
 Allocation: \$ 1,100
TOTAL: \$ 21,000

Task Information

Number: 650
 Name: Bid Phase Services
 Task Mgr: Jeff James

Task Description and Budgeting

Task Descriptions:	GLC:	Principal (\$215/hr.) Licensed Prof (\$150/hr.) Analyst (\$110/hr.) Support Staff (\$85/hr.)										Subtotal	(Hrs)	Expenses (\$)	
		P8	P5	P3	N5										
Submit PDF Plans			2	2	2									6	
Addenda		2	8	8										18	
Request for Information		8	18	18										44	
Attend Pre-bid conference		9	9											18	\$ 1,000
Bid Tabulation and Award Letter		9	9		2									20	
Deliverables															
Ten (10) sets of Contract Documents		1	2	4	4									11	\$ 1,000
Subtotals:		29	48	32	8									117	\$2,000

Project Workplan Budget

Date: March 3, 2015

General Project Information

Client: **City of Lubbock**
 Project: **S. Lubbock SS Ext Ph.2 BPA**
 KHA No: **063126011**
 PM: **Aaron Rader**

Task Effort Summary

Labor: \$ **347,600**
 Expenses: \$ **73,700**
 Allocation: \$ **20,900**
TOTAL: \$ 442,200

Task Information

Number: **651**
 Name: **Construction Phase Svcs**
 Task Mgr: **Jeff James**

Task Description and Budgeting

Task Descriptions:	GLC:	Resource Allocation								(Hrs)	Expenses (\$)
		P8	P5	P3	N5						
Prepare for and attend Pre-Con Mtg		15	30							45	\$ 3,500
Request for Information		60	180		40					280	
Shop Drawing/Submittal Review		75	200		40					315	
Change Orders		40	80							120	
Prepare for and attend Site Meetings (2 per Month for 15 months)		270	270							540	\$ 60,000
RPR Sub coordination		40	200							240	
Testing Sub coordination		20	45							65	
Contractor Pay Application Review/Process		15	100		40					155	
General QC/PM/Admin		80	40		40					160	
Final Walk Through		20	30							50	\$ 3,500
Record Drawings		10	40	80	10					140	
Project Closeout		5	10		10					25	
Subtotals:		650	1225	80	180					2135	\$ 67,000

Attachment C-2

Walker RPR Services, Inc.

6206 94th Street
Lubbock, Texas 79424
(806) 787-4235

Proposal

March 2, 2015

Owner: **City of Lubbock, TX**
Client: **Kimley-Horn and Associates, Inc.**
801 Cherry Street, Suite 950
Fort Worth, Texas 76102
Project: **SLSSE Ph2 BPA**

Task Descriptions and Budgeting:						
	Project Manager	Chief Inspector	Inspector	Inspector		
Task Descriptions:	Rates:	\$ 99.00	\$ 90.00	\$ 57.00	\$ 52.00	Subtotals
Labor:						
Project Management (40 hrs / mo x 15 mo)	600					600
On-site Insf Inspection (full-time) (200 hrs / mo x 15 mo)		3,000				3,000
On-site Inspection (full-time) (200 hrs / mo x 15 mo)			3,000			3,000
On-site Inspection (full time) (200 hrs / mo x 15 mo)				3,000		3,000
Hour Subtotals:	600	3,000	3,000	3,000		9,600
Labor Subtotals:	\$ 59,400.00	\$ 270,000.00	\$ 171,000.00	\$ 156,000.00		\$ 656,400.00

Expenses:						
Vehicle Allowance: (\$1000 / mo x 15 mo)	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		\$ 60,000.00
Expense Subtotals:						\$ 60,000.00

TOTAL Labor and Expenses:

\$ 716,400.00

**Construction Materials Testing
Fee Proposal**

CMT Engineering, Inc
12804 County Road 2500
Lubbock TX 79404
Office (806) 771-7283
Fax (806) 771-7062



Client: Kimley-Horn and Associates, Inc.
Project: SLSSE Phase 2, Bid Package A
Location: Lubbock, Texas
Date: 2/18/2015

Laboratory Tests			
Soils	Fee	Qty.	Extension
Modified Proctor (4" mold)	\$ 210.00	20	\$ 4,200.00
Atterberg Limits	\$ 70.00	20	\$ 1,400.00
Classification of soils (inc washed grad)	\$ 75.00	20	\$ 1,500.00
Flex Base			
Modified Proctor	\$ 260.00	2	\$ 520.00
Bulk Gravity / Moisture Correction	\$ 50.00	2	\$ 100.00
Wet Ball Mill	\$ 250.00	2	\$ 500.00
Atterberg Limits	\$ 70.00	2	\$ 140.00
Washed Gradation	\$ 75.00	2	\$ 150.00
Aggregates			
Dry Gradation	\$ 60.00	25	\$ 1,500.00
Magnesium Soundness	\$ 350.00	3	\$ 1,050.00
L.A. Abrasion	\$ 325.00	3	\$ 975.00
Decant	\$ 75.00	2	\$ 150.00
Deleterious	\$ 75.00	2	\$ 150.00
Sand			
Washed Gradation	\$ 75.00	2	\$ 150.00
Hot Mix			
Asphalt Content (Ignition) / Gradation	\$ 160.00	20	\$ 3,200.00
TxDOT Gyrotory (set of 3)	\$ 160.00	20	\$ 3,200.00
Max Theoretical Density / Rice Gravity	\$ 130.00	20	\$ 2,600.00
Core Thickness Test	\$ 10.00	40	\$ 400.00
In Place Density (from cores)	\$ 35.00	40	\$ 1,400.00
Field Testing*			
Nuclear Field Density (3 min)	\$ 25.00	1125	\$ 28,125.00
Asphalt Core (up to 3") Additional \$15 per inch	\$ 60.00	40	\$ 2,400.00
Slump	\$ 25.00	25	\$ 625.00
Entrained Air	\$ 35.00	25	\$ 875.00
Temperature	\$ 5.00	25	\$ 125.00
Making Cylinders (ea) (4 min) Includ breaks	\$ 30.00	100	\$ 3,000.00
Technician / Engineering / Administrative			
Technician Hourly (Two hour minimum)	\$ 59.00	300	\$ 17,700.00
Technician Overtime Hourly**	\$ 69.00	75	\$ 5,175.00
Senior Professional Engineer Hourly	\$ 185.00	12	\$ 2,220.00
Professional Engineer Hourly	\$ 150.00	12	\$ 1,800.00
Administrative/Clerical (1 hr minimum monthly)	\$ 59.00	12	\$ 708.00
Estimated Total			\$ 86,038.00

* Field testing is billed in addition to Tech hourly rates

** Hourly rates apply portal to portal, between 8:00 am and 5:00 pm, Monday through Friday.
Overtime rates will be applied when services are provided outside of the before mentioned hours.

Contract: 11259

Amendment: 1 of 1

Change Order: of

RFP/BID:

CONTRACT COVER SHEET

City Council Agenda:

Will this item be placed on a future City Council Agenda? Yes (enter date of meeting to the right) 02/27/2014

Reason for being on future agenda: Over \$50,000

Required Signatures:

Risk Manager: _____

Date: 2/6/14

Director of Fiscal Policy: _____

Date: 2/12/14

City Manager Direct Report: _____

Date: 2-6-2014

Originating Department and Individual Responsible for Ensuring Contract Terms and Contract Compliance:

Department: Public Works Engineering

Name: John Turpin P.E.

Phone Number: (806) 775-2342

Title: Chief Water Utilities Engineer

Information for Vendor/Contractor/Agency or Other Entity City of Lubbock is Contracting With:

Name of Entity: Kimley-Horn and Associates, Inc.

Address: 801 Cherry Street, Unit 11 Suite 950

City: Fort Worth State: TX Zip: 76102

Contact Name: Jeff James, P.E.

Contract Signatory: Jeff James, P.E. Title: _____

Phone No.: (817) 335-6511 Fax No.: (817) 335-5070 E-mail: Jeff.James@kimley-horn.com

Contract Information:

Effective Date: 02/27/2014

End Date: 02/27/2015

Notice to Proceed + 365 Calendar Specify No. of Days

Term Contract of 1 year(s) + _____ Renewals.

Brief Description of Goods or Services or arrangements covered by the terms of the contract:

The contract includes Professional Engineering services for preliminary and final design of a proposed gravity sanitary sewer line along University Ave between 98th Street to 130th Street. and then along the 130th Street corridor to Quaker Ave. The contract also includes land acquisition services along the same route and extending west along the 130th Street corridor to Milwaukee Ave.

Financial Information (The account information will be entered into E1 for payment):

Cost Center/Project No: 92310 Account: 9242 Phase: 10000

Original Contract Amount: \$143,600.00

Cost Center/Project No: 92310 Account: 9242 Phase: 10000

Change Order No.: 1 of 1

Will Contract Generate Revenue: No

Change Order Amount: 1,463,400.00

Will Contract be paid from grant funds: No

New Contract Amount: \$1,607,000.00

Reviewed by Director of Purchasing & Contract Management: _____

Date: 2/6/2014

Contract Checklist (Not applicable to Change Orders or Amendments)

1. Is the individual or owner of this business an officer or employee of the City of Lubbock: **No**
Note: **If Yes**, City policy may not allow us to write a contract for this individual/vendor. If unsure, check with Legal.
2. Does the contract include language for Insurance Requirements? **Yes**
Note: **If Yes**, contact Risk Management at (806) 775-2277.
3. Does the contract involve work by the contractor on City owned property? **Yes**
Note: **If Yes**, contact Risk Management at (806) 775-2277.
4. Does the contract involve the purchase of hardware, software and firmware, or computer component acquisition? **No**
Note: **If Yes**, a Purchase Requisition from Information Technology is required. Contact IT at (806) 775-2374.
5. Does the contract involve a purchase valued at \$2,500 or more? **Yes**
Note: **If Yes**, contact your Buyer in the Purchasing Department.
6. Does the contract involve a purchase valued at \$25,000 or more? **Yes**
Note: **If Yes**, Formal Competitive Sealed Bidding is required. Contact your Buyer in the Purchasing Department.
7. Does the contract involve Consulting Services valued at \$25,000 or more? **Yes**
Note: **If Yes**, a Request for Qualifications is required. Contact the Director of Purchasing & Contract Management (806) 775-2572.
8. If federal or state funded, does the contract include all clauses required by federal or state statutes, and executive orders and their implementing regulations? **No**
9. If the purchase/transaction involves the purchase, lease, or acceptance as a gift of real estate, has an environmental site assessment (ESA) been performed on the property? **Yes**
Note: **If No**, contact Environmental Compliance at (806) 775-2989.

Forward the complete contract package to Purchasing & Contract Management, City Hall, Room 204, for review, approval, and contract execution. The complete package includes one (1) copy of the completed Contract Cover Sheet (for internal City use only); minimum of three (3) originals of the contract or amendment; and a minimum of three (3) originals of all other certifications and contract addenda.

Resolution No. 2014-R0063

February 27, 2014

Item No. 5.9

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, Amendment No.1 to that certain Agreement dated April 13, 2013 for professional services, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., and related documents. Said Amendment 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 February 27, 2014.



GLEN C. ROBERTSON, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



R. Keith Smith, P.E., Director of Public Works

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney

ga:ccdocs/RES.Amend #1 Agrmt-Kimley Horn & Associates
February 7, 2014

AMENDMENT NUMBER 1 TO THE AGREEMENT BETWEEN THE CITY OF LUBBOCK (CLIENT) AND KIMLEY-HORN AND ASSOCIATES, INC.

AMENDMENT NUMBER 1 DATED FEBRUARY 27, 2014 to the agreement between City of Lubbock, ("Client") and Kimley-Horn and Associates, Inc., ("Consultant") dated April 13, 2013 ("the Agreement") concerning South Lubbock Sanitary Sewer System Extension Phase I (the "Project").

The Consultant has entered into the Agreement with Client for the furnishing of professional services, and the parties now desire to amend the Agreement.

Therefore, it is mutually agreed that the Agreement is amended to include Additional Services to be performed by Consultant and provisions for additional compensation by the Client to the Consultant, all as set forth in Exhibit A hereto. Amendment No. 1 extends the Agreement an additional 630 days from the expiration date of the Agreement. The parties ratify the terms and conditions of the Agreement not inconsistent with this Amendment, all of which are incorporated by reference.

CLIENT:

CONSULTANT:

CITY OF LUBBOCK

KIMLEY-HORN AND ASSOCIATES, INC.

By: 
Glen C. Robertson

By: 
Jeff James, P.E.

Title: Mayor

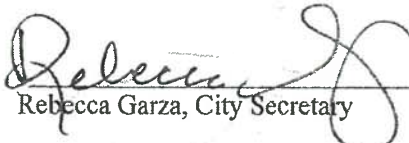
Title: Senior Vice President

Date: February 27, 2014

Date: 2/4/14


ATTEST:

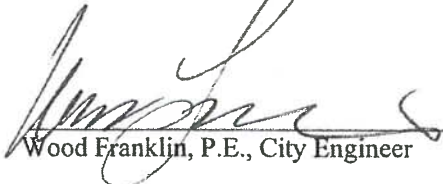
APPROVED AS TO CONTENT:


Rebecca Garza, City Secretary


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

APPROVED AS TO FORM:


Chad Weaver, Assistant City Attorney


Wood Franklin, P.E., City Engineer

Project Understanding

Amendment Number 1 is for Preliminary and Final Design for Bid Package A of Route A identified in the South Lubbock Sanitary Sewer System Extension, Phase 2 Routing and Alignment Study. The limits of Bid Package A are from the intersection of 98th Street and University Drive to FM 1585 and Quaker Avenue, as shown in Exhibit 1. This amendment also includes land acquisition services from the end of Bid Package A to Milwaukee Avenue.

Consultant shall perform the following Professional Services:

Task 1 – Project Management

1) Project Management

- a) Project Communication/Administration
 - i) Prepare for and conduct monthly progress meetings to monitor the development of the project. Eight (8) total meetings anticipated (4 of which will be in Lubbock).
 - ii) Prepare and e-mail monthly progress reports to the project team (City, subconsultants (as necessary), and KHA Staff).
 - iii) Prepare project correspondence and invoicing documents.
 - iv) Coordination with Hugo Reed and City regarding Land Acquisition
 - (1) From University to Quaker
 - (a) one (1) meeting a month for the first four months.
 - (b) one (1) meeting a week for the last four months.
 - (2) From Quaker to Milwaukee
 - (a) An additional two (2) meetings a month for six months are anticipated.

Task 2 - Preliminary Design

1) Preparation of the preliminary sanitary sewer alignment

- a) Prepare preliminary plan and profile from 98th Street and University to FM 1585 and Quaker Ave (electronic roll plot format, 1"=40'H and 1"=4' V scale). Items to be included:
 - i) Plan:
 - (1) Control data
 - (2) Existing / proposed right-of-way and easements
 - (3) Existing topography
 - (4) Existing pavement
 - (5) Proposed centerline alignment
 - (6) Existing trees
 - (7) Existing driveway locations
 - (8) Existing storm drain and culvert locations
 - (9) Existing water and sanitary sewer lines
 - (10) Existing franchise utility locations (based upon SUE information)

- ii) Profile:
 - (1) Existing ground profile
 - (2) Proposed vertical alignment
- 2) Traffic Control Plans
 - a) Develop initial construction sequence plan views showing:
 - i) Travel lanes and construction areas for each phase of construction
 - ii) Temporary signing and striping, barricades, and other channelization devices
 - iii) Narrative of the suggested sequence of construction
 - iv) Vehicle and pedestrian detour routing during construction (if applicable)
- 3) Franchise Utility Coordination
 - a) Data Collection and Research
 - i) Send notification letter with project limits delineated to franchise utility companies. Gather existing franchise utility information. (5 companies are anticipated; AT&T, LP&L, Atmos, Sudden Link, and NTS)
 - ii) Prepare exhibit that indicates franchise utility locations based upon SUE.
 - iii) Coordinate possible conflicts due to vertical alignment of sanitary sewer line with SUE for additional data acquisition.
 - iv) Prepare exhibit indicating franchise utility information based upon vertical information obtained from SUE survey.
 - b) Coordination Meetings
 - i) Coordination meeting with franchise utility companies to discuss any known potential conflicts and any future plans to extend franchise utility lines prior to sanitary sewer construction. (2 meetings per company; 1 of which will be in Lubbock)
 - ii) Coordination meetings with franchise utility companies to discuss schedule and progress of relocations. (3 meetings per company, 1 of which will be in Lubbock)
- 4) Geotechnical
 - a) Subsurface Exploration
 - i) Ten (10) bores will be taken to a depth ranging from 10 to 40 feet below existing grade to determine subsurface conditions and make recommendations regarding embedment, backfill and excavation parameters.
 - ii) Soil samples obtained from the test borings will be identified according to test boring number and depth, and a representative portion of each sample will be sealed in a plastic bag to protect against moisture loss.

b) Laboratory Services

- i) Samples will be transported to the CMT laboratory where they will be examined and visually classified by a CMT Geotechnical Engineer using the AASHTO and Unified Soil Classification System (USCS) in general accordance with ASTM D 2488. To aid in classification of the soils and determination of their selected engineering characteristics, a testing program will be conducted on selected samples in general accordance with the following standards:

Laboratory Test	Test Standard
Moisture Content	ASTM D 2216
Atterberg Limits	ASTM D 4318
Percent Passing No. 200 Sieve	ASTM D 1140

c) Engineering Services

- i) Laboratory test results will be used to classify the soils according to the AASHTO soil classification. CMT will also determine the soil and groundwater conditions relative to utility installation.
- ii) Prepare a geotechnical report that presents the results of the field and laboratory data as well as analyses and recommendations. The data contained in the geotechnical report will be made available to contractors during the bidding process for information purposes only.

5) Subsurface Utility Engineering (SUE)

- a) SUE work required for this project will be performed in general accordance with the recommended practices and procedures described in ASCE Publication CI/ASCE 38-02 (Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data). As described in the mentioned ASCE publication, four levels have been established to describe the quality of utility location and attribute information used on plans. The four quality levels are as follows:
- i) Quality Level D (QL"D") – Information derived from existing records;
- ii) Quality Level C (QL"C") - QL"D" information supplemented with information obtained by surveying visible above-ground utility features such as valves, hydrants, meters, manhole covers, etc.
- iii) Quality Level B (QL"B") – Two-dimensional (x,y) information obtained through the application and interpretation of non-destructive surface geophysical methods. Also known as "designating" this quality level provides the approximate horizontal position of subsurface utilities within approximately one foot.
- iv) Quality Level A (QL"A") – Also known as "locating", this quality level provides precise three dimensional (x,y,z) information at critical locations by exposing specific utilities. Non-destructive vacuum excavation equipment is used to expose the utilities at specific points which are then tied down by survey.

- b) The due-diligence provided for this project will consist of reviewing "As-Built" documents available from the City and utility owners. Utilities that are not identified through these efforts will be here forth referred to as "unknown" utilities. The defined work area will be scanned using electronic prospecting equipment to search for "unknown utilities". Locating and designating these "unknown" utilities outside of the immediate route area is not included in this work.
- c) Once the QL"B", designating, has been completed, QL"A" locations will be located, as required for final design.
- d) For purposes of this proposal, it has been assumed that 55,000 linear feet of utilities will be designated by QL "B" and a total of fifteen (15) test holes will be required (10 holes 0'-4' deep, 3 holes 4'-8' deep, and 2 holes 8'-12' deep).
- e) Upon receipt of the processed survey data, a preliminary review of the data will be performed to check for completeness and accuracy.
- f) Once this preliminary review is complete the required SUE deliverables will be prepared which include plan sheets that are signed and sealed.
- g) Preliminary field sketches depicting the designated utilities will be prepared for use during subsequent surveying activities. These sketches will also be used to check the survey information for completeness and accuracy.
- h) Utility designating marks will be utilized to layout the test-hole locations.
- i) When test holes are required under pavement, a 10" core drill will be used to prevent spawling. The test hole will be backfilled with clean, dry backfill and finished with like material, concrete or asphalt.
- j) Non-destructive vacuum excavation equipment will be used to excavate test holes at the required locations. Once each utility is located, the utility type, size, material, depth to top, and general direction will be recorded. Each test hole will be assigned a unique ID number and will be marked with rebar/cap, nail/disk, or chiseled X, as appropriate. The test-hole ID number and other pertinent utility information will be placed at each test-hole location. Test-hole excavations will be backfilled with appropriate material and the original surface will be restored. The backfill will be compacted in lifts by mechanical means to prevent future settlement.
- k) SUE plans depicting the type and horizontal location of the designated utilities will be prepared. The size of each utility will also be presented on the SUE plans where test-holes have been completed. Where no test-holes have been completed, the size and material type will be provided only if the information is indicated on available record drawings.
- l) A summary sheet containing test hole field notes will be produced. A test hole data form will be prepared for each test hole following receipt of coordinate and elevation information from the surveyor. SUE plans depicting designated utility information will be revised to include test hole locations.

- 6) Survey
 - a) Data Collection and Property Research
 - i) Gather existing plat information
 - ii) Collect property owner and record information
 - iii) Gather existing right-of-way and easement information
 - iv) Prepare and distribute right-of-entry letters to adjacent landowners
 - (1) Right-of-entry letter will be printed on City of Lubbock letterhead (provided by City)
 - b) Design Survey
 - i) The limits of the detailed design survey will be from 98th and University to FM 1585 and Quaker as shown on the attached exhibits. The survey will include the proposed alignment and easement (temporary and permanent) plus an additional 50 feet.
 - ii) Establish control monuments (3 per mile) with aluminum caps set in concrete with static GPS based on approval from City of Lubbock (this work will be to Milwaukee Ave.).
 - iii) Establish a vertical control for monuments using digital level and City of Lubbock control on NAVD 88/NAD 83 (this work will be to Milwaukee Ave.).
 - iv) Perform a field survey to identify and locate existing topographic elements within the sanitary sewer alignment including, but not limited to the following:
 - (1) Property corner monuments
 - (2) Existing pavement, curbs, sidewalks, barrier free ramps, etc.
 - (3) Roadway and lane striping
 - (4) Driveways
 - (5) Existing culvert sizes and invert elevations
 - (6) Existing driveways and swales
 - (7) Utility manholes, vaults, water valves, water meters, telephone poles, power poles, utility markers, other public utilities, and franchise utilities
 - (8) Traffic signal poles, cabinets, and other signal equipment
 - (9) Signs (excluding temporary signs)
 - (10) Trees, including species and caliper Buildings and permanent structures
 - (11) Retaining walls
 - (12) Fence limits and material types (excluding temporary fences)
 - (13) Other applicable physical features that could impact design
 - v) Prepare a right-of-way / easement base map
 - (1) The right-of-way / easement base map shall be contained on standard size plan sheets (22"x34") at a scale not smaller than 1" = 30', shall be sealed, dated, and signed by a Registered Professional Land Surveyor and shall contain the following:
 - (a) Summary sheet listing all parcels to be acquired, property owners, gross area of property, square footage and type of easements, net area of property after

acquisition, a column for volume and page of filing, and current volume and page

- (b) Corners of all parcels tied to the centerline
 - (c) Location of all existing property pins
 - (d) Location of all new property pins
 - (e) Parcel number
 - (f) Area required
 - (g) Area remaining
 - (h) Current owner
 - (i) Any existing platted easements or easements filed by separate instrument including easements provided by utility companies
- vi) Prepare a final topographic drawing in digital format (including contours and break lines) showing the features located in the field as well as right-of-way base map information, an ASCII coordinate file of the points located in the field, and a hard copy of the coordinates and feature descriptions
- 7) Prepare a horizontal alignment only for the extension of the sanitary sewer line from FM 1585 and Quaker Ave. to FM 1585 and Milwaukee Ave for property acquisition services.
- 8) Preliminary Design Submittal (30%)
- a) Review Meeting
 - i) Engineer will attend a review meeting with City staff in Lubbock and conduct an electronic review. Review comments will be recorded during this meeting and distributed to members of the design team and the City. This review shall include the following:
 - (1) Plan and profile of proposed preliminary alignment
 - (2) CAD drawing in Civil 3-D format showing the following:
 - (a) Existing utility lines near proposed alignment
 - (b) Conflict analysis of existing utilities and proposed alignment
 - (c) Proposed connection location for selected route from approved routing and alignment report
 - (d) Preliminary size and location of proposed junction structure(s)
 - (3) Preliminary opinion of probable construction cost
 - (4) Address City review comments

Task 3 - Final Design

1) Plans

- a) Prepare engineering plans, specifications, and construction contract documents for project bidding and regulatory approval. Plans will consist of 22"x 34" plan and profile sheets at 1"=40'. The Consultant anticipates preparing approximately 40-60 plan sheets. The Consultant will provide the following information on the plan sheets:
 - i) Civil sheets
 - (1) Cover
 - (2) General project notes
 - (3) Horizontal and vertical control
 - (4) Bypass pumping plan
 - (5) Plan view
 - (6) Profiles
 - (7) Erosion control plan
 - (8) Traffic control plan
 - (9) Pavement plan and profile (County section only)
 - (10) Pavement repair details
 - (11) Miscellaneous details

2) Contract Documents

- a) Specifications will include technical specifications for materials and installation of the proposed facilities. The Contract Documents will be based upon the Client's Standard Contract documents. The Client's requirements for Public Works Construction will govern all other specifications.

3) Permitting

- a) Submit plans and specifications to TCEQ for review.
- b) Assist Client with TxDOT and County permit application by providing required documentation.
- 4) Coordinate with Lubbock County on pavement repair details and traffic control plans, as required.
- 5) Perform up to five (5) site visits with City Staff to verify existing conditions and proposed design components.
- 6) Submit to the Client 60% complete plans, specifications, contract documents, and OPCC for review and comments.
- 7) Make revisions based on the Client's review of the 60% submittal.
- 8) Submit to the Client 95% complete plans, specifications, contract documents, and OPCC for review and comments.
- 9) Make revisions based on the Client's review of the 95% submittal.

Meetings:

- 1) Meet with Client to present 60% complete plans, specifications, contract documents and an OPCC for this phase of the project.
- 2) Meet with Client to present 95% complete plans, specifications, contract documents and an OPCC for this phase of the project.
- 3) Meet with TxDOT once to coordinate utility permit application documentation.
- 4) Meet with Lubbock County.

Deliverables:

- 1) Three (3) copies of 60% complete plans, specifications, contract documents and an OPCC for review and comment.
- 2) Three (3) copies of 95% complete plans, specifications, contract documents and an OPCC for review and comment
- 3) Three (3) copies of final plans, contract documents and OPCC
- 4) Four (4) copies of review plans for TxDOT permit application
- 5) Four (4) copies of railroad permit and review plans

Services/Deliverables provided by Client:

- 1) Submit TxDOT permit
- 2) Review and comment on each submittal.

Task 4 – Land Acquisition Services

Provide services necessary to acquire rights-of-way in a form acceptable to the Client. Services will be provided in accordance with HB 1495 – The Land Owner’s Bill of Rights. The limits of the land acquisition will be from 98th Street and University to FM 1585 and Milwaukee Avenue (45 parcels are anticipated for land acquisition). Major tasks for land acquisition services and rights-of-way will include the following items.

- 1) Appraisals - Prepare written appraisals for each parcel to be acquired. Each appraisal will be reviewed for accuracy. The appraisals will be submitted to the Client with recommendations for just compensation for each parcel. Two valuations for each parcel will be provided. One valuation will be prepared representing preconstruction conditions and one valuation representing post-construction conditions.
- 2) Property costs and pricing - Preliminary valuations of properties will be developed. The preliminary valuations will assist in developing parameters for the land acquisition services. The offering price for the properties will be established based on the preliminary valuations

and in consultation with the Client. A value to be used for negotiation will be determined and a range of authority defined for Consultant by the Client.

- 3) Document preparation - Consultant will be responsible for surveys, legal descriptions, and parcel plats required for the acquisition of the necessary rights-of-way. The necessary legal documents will be filed at the Lubbock County Courthouse for acquisition of the necessary rights-of-way. The right-of-way documents will be submitted to the Client for review.
- 4) Title information - Title Policies will be purchased based on the Texas Title Insurance Premium Rates effective at the time of purchase. A premium rate table is attached. Consultant will prepare the necessary title examinations to research and retrieve deeds for affected parcels. Information from the title examination including land owner name, a copy of the warranty deed, and a description of the necessary easement affecting the property will be provided to the Client. A copy of the Title Commitment for each property, including a review of liens or other exceptions, will be provided to the Client. A determination as to the acceptability of the exceptions will be the responsibility of the Client. Any actions required to clear title are outside this scope of services and will be negotiated as additional services if necessary.
- 5) Negotiation - Consultant will provide services relating to right-of-way acquisition. Permission from land owners of affected parcels will be obtained and signed documentation provided to others requiring access to the subject tracts to fulfill specific contractual obligations. If necessary, negotiations for compensation for right-of-entry will be conducted in consultation with the Client. A good faith effort will be made to obtain the necessary rights-of-way through the negotiation process, which will generally consist of no less than three contacts with the property owner or authorized representative. Generally, no more than five contacts will be necessary to either reach an agreement or determine if further negotiations would be non-productive and eminent domain actions necessary. If absentee owners are involved, the negotiations may be conducted via telephone, fax, or by mail. If the schedule for acquisition of the right-of-way or other factors arises, which make it expedient, travel outside of the project area to meet with the absentee owners may be desirable. If such events arise, the travel must be specifically authorized by the Client. If such travel is authorized the expenses involved including the agents time will be considered as additional services. The initial offer made to the property owner will be based on the value approved as previously discussed in No. 1 and 2 above. All counter-offers by the property owner along with recommendations will be presented to the Client for their consideration. Meetings will be held with appropriate Client staff or the City Council as necessary to present negotiation information. Meetings with the City Council will be held as scheduled for regular and special sessions. The Client must approve such counter offers prior to authorizing any requested changes. All monetary offers made to the property owners will be within the limits authorized by the Client in the various stages of the negotiation. After reaching an agreement with the landowner on the consideration and all other terms of the transaction, a Memorandum of Agreement (M/A) executed by the property owner will be forwarded to the Client for ratification. This M/A will set forth the compensation and any other terms and conditions agreed upon. The Client will be responsible for obtaining the ratification and for returning the ratified M/A. The document will then be signed and recorded at the Lubbock County Courthouse. The payment to the property owner and the closing procedures will be in compliance with the procedures defined in No. 7, Closing Procedures, below. In the event these good faith efforts fail to produce a satisfactorily negotiated agreement, Consultant will recommend the Client use the power of Eminent Domain to acquire the right-of-way. Services for this task will be compensated on a per man day not-to-exceed basis. Services

relating to actions involving Eminent Domain are not included in this scope of services and must be authorized by the Client as additional services.

- 6) Title review for oil and gas leases and severed mineral rights - A review of the Title Commitment will be performed to ascertain if any outstanding oil and gas leases are effective and valid for each parcel. Consultant will also review Title Commitment in an attempt to discover whether property has all minerals severed. Consultant will notify the Client of such situations and work with the Client to minimize liability or exposure.
- 7) Closing procedures - Consultant will coordinate contacts with the Client and Title Company to deliver payments to the property owner and record the documents. The documents will be returned to the Client after recording at the Lubbock County Courthouse.

Additional Services

- 1) Additional services to be performed if authorized by the City, but which are not included in the above-described Scope of Services, are as follows:
 - a) Land acquisition for more than the identified parcels in the scope of services.
 - b) Bid Phase Services.
 - c) Construction phase services and/or resident project representative services.
 - d) Accompanying the City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The Engineer will assist the City on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
 - e) Assisting City or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by the Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
 - f) Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
 - g) Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
 - h) Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.
 - i) Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
 - j) Additional meetings beyond those identified in the Scope of Services.
 - k) Preparation for and attendance to public meetings to discuss the project.
 - l) Any services not listed in the Scope of Services.

Schedule

Engineer will provide the Services as expeditiously as practicable to meet the described schedule.

- 1) Preliminary Design, Final Design, Design Survey, and Land Acquisition from University to Quaker – 8 months upon Notice to Proceed
- 2) Land Acquisition from Quaker to Milwaukee – 14 months upon Notice to Proceed.

Fee and Billing

Engineer will provide the **Reimbursable Tasks** identified in the Scope of Services and shown in the Table below on a labor fee plus expense basis total, not to exceed the amount shown below for the reimbursable tasks, which includes all reimbursable expenses. The not to exceed amount will not be exceeded without the client's prior written approval and amendment of this Agreement. The reimbursable fee breakdowns below are provided for budgeting purposes only and are not intended to represent a specific budget for each reimbursable task. Engineer reserves the right to reallocate the reimbursable budget among tasks as determined necessary by Engineer. Labor fees will be billed according to the rate schedule shown in the Agreement. Direct reimbursable expenses including express delivery services, fees, and other direct expenses will be billed at 1.10 times cost. An amount will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing. Administrative time related to the project will be billed hourly. Technical use of computers for design, analysis, GIS, and graphics, etc. will be billed at \$10.00 per hour. All permitting, application, and similar project fees will be paid directly by the Client.

Reimbursable fees will be invoiced monthly based on the actual amount of services performed and expenses incurred. Payment of all fees will be due within 30 days of your receipt of the invoice.

<u>Task:</u>	<u>Task Fee:</u>
1. Project Management	\$72,500
2. Preliminary Design	\$205,900
3. Final Design	\$405,800
4. Design Survey – Hugo Reed	\$214,500
5. Land Acquisition – Hugo Reed	\$431,700
6. Geotechnical Engineering – CMT	\$13,600
7. Subsurface Utility Engineering – Rios Group	\$119,400
Total Reimbursable Fee:	\$1,463,400

**ATTACHMENT B
CURRENT HOURLY RATE SCHEDULE**

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Senior Professional I	\$195 - \$225
Senior Professional II	\$155 - \$200
Professional	\$115 - \$150
Analyst	\$95 - \$105
Designer	\$130 - \$145
Technical Support	\$75 - \$105
Clerical/Administrative Support	\$60 - \$105

The rates listed above are applicable for up to 24 months after the date of execution of this Agreement.

General Project Information
 Client: **City of Lubbock**
 Project: **S. Lubbock SS Ext Ph.2 BPA**
 KHA No. **063126011**
 PM: **Jeff James**

Fee Information
 Fee Type: **CP** Fix. Mult.
 Expense Mult: **1.10** Schedule: **LBB**
 Allocation: **6.0%**

Task Budget Summary			Task 700		Task 888	
No.	Task Name	Hours	Labor	Expenses	Allocation	Subtotal
100	Project Management	385	\$ 61,600	\$ 7,200	\$ 3,700	\$ 72,500
200	Preliminary Design	1,308	\$ 179,700	\$ 15,400	\$ 10,800	\$ 205,900
300	Final Design	2,728	\$ 370,300	\$ 13,200	\$ 22,300	\$ 405,800
TOTALS:		4,421	\$ 611,600	\$ 35,800	\$ 36,800	\$ 684,200

Subconsultant Summary				
Task No.	Task Name	Cost	Multiplier	Subtotal
710	Design Survey - Hugo Reed	\$ 194,911	1.10	\$ 214,500
720	Land Acquisition - Hugo Reed	\$ 392,450	1.10	\$ 431,700
730	Geotech - CMT	\$ 12,282	1.10	\$ 13,600
740	SUE - Gorrondona	\$ 108,500	1.10	\$ 119,400
TOTALS:		\$ 708,143		\$ 779,200

Project Budget Summary	
Labor:	\$ 611,600
Expenses:	\$ 851,800
TOTAL:	\$ 1,463,400



Project Workplan Budget

Date: February 4, 2014

General Project Information

Client: City of Lubbock
Project: S. Lubbock SS Ext Ph.2 BPA
KHA No: 063126011
PM: Jeff James

Task Effort Summary

Labor: \$ 61,600
Expenses: \$ 7,200
Allocation: \$ 3,700
TOTAL: \$ 72,500

Task Information

Number: 100
Name: Project Management
Task Mgr: Aaron Rader

Task Description and Budgeting

Task Descriptions:	GLC:	Task Effort Summary										Subtotal	(Hrs)	Expenses (\$)		
		P8	P5	P3	N5											
8 monthly progress meetings																
4 conference call meetings		12	12												24	
4 meetings in Lubbock		32	32												64	\$6,000
Document for meetings				8	16										24	\$500
Coordinate with subconsultants		15	30												45	
Prepare weekly progress reports		8	8		16										32	
Electronic file setup				8	10										18	
Project Administration																
Correspondence			14		8										22	
Invoicing		4	8		16										28	
Coordination with Hugo Reed and City on land/easement acquisition items																
From University to Quaker																
(1) meeting a month for 4 months		8	8												16	
(1) meeting a week for 4 months		32	32												64	
From Quaker to Milwaukee																
(2) meetings a month or 6 months		24	24												48	
Subtotals:		135	168	16	66										385	\$6,500



General Project Information

Client: City of Lubbock
Project: S. Lubbock SS Ext Ph.2 BPA
KHA No: 063126011
PM: Jeff James

Task Information Summary

Labor: \$ 179,700
Expenses: \$ 15,400
Allocation: \$ 10,800
TOTAL: \$ 205,900

Task Information

Number: 200
Name: Preliminary Design
Task Mgr: Aaron Rader

Task Description and Budgeting

Task Descriptions:	GLC:	Principal (\$215/hr.)					Licensed Prof (\$150/hr.)					Analyst (\$110/hr.)					Support Staff (\$95/hr.)					Subtotal	Expenses (\$)
		P8	P5	P3	N5														(Hrs)				
Reduce survey data			20	80															100				
Coordination with surveyor			10	20															30				
Coordination with SUE provider			10	20															30				
Confirm survey data			9	9															18	\$3,000			
Prepare preliminary plan and profile																							
Control data			2	4															6				
Exist/prop. ROW and easements			10	20															30				
Existing topography			15	40															55				
Existing storm system			2	5															7				
Existing utilities (wtr, swr, franchise)			20	40															60				
Proposed plan view		10	30	60															100				
Proposed profile		10	30	60															100				
Existing ground profile		6	15	30															51				
Horiz. alignment from Quaker to Milwaukee for property acquisition		10	20	40															70				
Traffic control plans																							
Construction sequence plan		5	20	40															65				
Detour routing		5	10	25															40				
Franchise Utility Coordination																							
Data Collection																							
Send notification letter			5		20														25				
Location exhibit			10	30															40				
Horiz & Vert conflict analysis/exhibit			20	40															60				
Coordination																							
Information gathering meetings (10)		40	40																80	\$3,000			
Schedule/Progress meetings (15)		60	60																120	\$3,000			
Coordinate with TxDOT on permitting req.		8	8																16	\$1,500			
Coordinate with County on permitting req.		8	8																16	\$1,500			
Coordinate with contractors for cost and constructability issues		4	8																12				
Prepare OPCC			10	30	20														60				
QA/QC		20																	20				
Address QA/QC comments			5	20															25				
Preliminary Design Submittal																							
(1) Meeting at Lubbock		8	8	8															24	\$1,500			
Prep for meeting				9	9														18	\$500			
Address comments			10	20															30				
Subtotals:		194	415	650	49														1308	\$14,000			



Project Workplan Budget

Date: February 4, 2014

General Project Information	
Client:	City of Lubbock
Project:	S. Lubbock SS Ext Ph.2 BPA
KHA No:	063126011
PM:	Jeff James

Task Budget Summary	
Labor:	\$ 370,300
Expenses:	\$ 13,200
Allocation:	\$ 22,300
TOTAL:	\$ 405,800

Task Information	
Number:	300
Name:	Final Design
Task Mgr:	Aaron Rader

Task Description and Budgeting

Task Descriptions:	GLC:	Principal (\$215/hr.)										Subtotal	(Hrs)	Expenses (\$)		
		P8	P5	P3	N5											
Plan Sheets																
General Sheets (Cover, Control, etc.)			4	10											14	
General Project Notes		2	5	10											17	
Bypass Pumping Plan		2	20	40											62	
Plan and Profile (60 sheets)		180	480	720											1380	
Traffic Control Plan sheets (15 sheets)			100	200											300	
Erosion Control plan			10	30											40	
Roadway Plan and Profile (5 sheets)			40	80											120	
Pavement repair details			30	60											90	
Details			20	40											60	
Contract Documents																
Proposal Form			20	40	10										70	
Technical Specifications		30	60		20										110	
Permitting (TxDOT, County, TCEQ)																
			20	40											60	
Site Visits (5 visits)																
		50	50	20											120	\$7,500
QA/QC Review / Comment Pick-up																
		40	40	80											160	
60% and 95% Plan Submittal Meeting																
		20	20	20											60	\$3,000
Deliverables																
60% Plans			5	10	5										20	\$500
95% Plans			5	10	5										20	\$500
Final Plans			5	10	10										25	\$500
Subtotals:		324	934	1420	50										2728	\$12,000

HUGO REED AND ASSOCIATES
MAN HOUR BREAKDOWN
SOUTH LUBBOCK SANITARY SEWER EXTENSION, PHASE 2

Task	Prin. In Charge	Proj. Manager	Reg. Prof. Land Surveyor	Sr. P.E.	EIT	Tech. or Survey Crew Mgr.	Draf. CADD	Survey Crew	Total Hours	Total Exten (\$)
Task 1 - Project Management										
Rates: \$ 150.00 | \$ 145.00 | \$ 110.00 | \$ 140.00 | \$ 90.00 | \$ 75.00 | \$ 175.00 | #										
Task 2 - Surveying										
Rates: \$ 150.00 | \$ 145.00 | \$ 110.00 | \$ 140.00 | \$ 90.00 | \$ 75.00 | \$ 175.00 | #										
A	1	4	8			12		40	65	\$ 9,510.00
B	8	12				20		80	120	\$ 17,980.00
C	1	4	8			4	8	50	75	\$ 11,260.00
D	4	4	12			20	180	234	234	\$ 19,240.00
E	2	12	20			2	16	16	37	\$ 4,515.00
F	1	1	2			2	8	8	21	\$ 2,515.00
G	2	4	4			4	16	16	42	\$ 5,030.00
H	2	4	4			4	16	16	42	\$ 5,030.00
I	2	4	4			4	16	16	42	\$ 5,030.00
J	2	4	4			4	16	16	42	\$ 5,030.00
K	1	6				12	32	32	83	\$ 9,705.00
L	1	6				12	32	32	83	\$ 9,705.00
M	1	4				8	24	24	61	\$ 7,185.00
N	1	6				12	40	40	99	\$ 11,705.00
O	1	4				8	24	24	61	\$ 7,185.00
P	4	4				8	8	16	40	\$ 5,020.00
Q	2	8				2	8	12	32	\$ 4,020.00
R	1	4				2	4	16	27	\$ 3,895.00
S	8	24				4	120	140	140	\$ 11,120.00
T						80			104	\$ 8,640.00
U						40			40	\$ 3,000.00
V									60	\$ 6,600.00
W									1624	\$ 23,391.00
Task 2 - Surveying Subtotal Hours/Costs										

HUGO REED AND ASSOCIATES
MAN HOUR BREAKDOWN
SOUTH LUBBOCK SANITARY SEWER EXTENSION, PHASE 2

Task	Prin. In Charge	Prog. Manager	Sr. P.E.	Prof. Engr	EIT	Tech. or Design	Draft CADD	Clerical	Total Hours	Total Exten (\$)
Rates: \$ 150.00 \$ 145.00 \$ 110.00 \$ 140.00 \$ 110.00 \$ 90.00 \$ 75.00 \$ 75.00 \$ 175.00 # \$										
Task 3 - Utility Location and Accommodation										
Task 3 Subtotal Hours/Costs										

Task	Prin. In Charge	Prog. Manager	Sr. P.E.	Prof. Engr	EIT	Tech. or Design	Draft CADD	Clerical	Total Hours	Total Exten (\$)
Rates: \$ 150.00 \$ 145.00 \$ 110.00 \$ 140.00 \$ 110.00 \$ 90.00 \$ 75.00 \$ 75.00 \$ 175.00 # \$										
Task 4 - Water and Sanitary Sewer Design										
Task 4 - Water and San Sewer Design (Assume One per Month for Three Months)										
A			6							\$ 1,710.00
B		4								\$ 1,180.00
C		4								\$ 1,720.00
D		4								\$ 1,700.00
E			8							\$ 1,120.00
F		2								\$ 590.00
G		2								\$ 590.00
H		8								\$ 4,960.00
I		2								\$ 3,120.00
J			16							\$ -
Task 4 - Water and San Swr Subtotal Hours / Costs										
Task 4 Subtotal Hours/Costs										

Task	Prin. In Charge	Prog. Manager	Sr. P.E.	Prof. Engr	EIT	Tech. or Design	Draft CADD	Clerical	Total Hours	Total Exten (\$)
Rates: \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$										
Task 5 - Design and Construction Documents										
Task 5 - Design and Construction Documents										
Task 5 Subtotal Hours/Costs										

Task	Prin. In Charge	Prog. Manager	Sr. P.E.	Prof. Engr	EIT	Tech. or Design	Draft CADD	Clerical	Total Hours	Total Exten (\$)
Rates: \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$										
Task 6 - Bid Phase Services										
Task 6 - Bid Phase Services										
Task 6 Subtotal Hours/Costs										
Task 7 - Analysis										
Task 7 - Analysis										
Task 7 Subtotal Hours/Costs										
Subtotal Hours and Cost										
Subtotal Labor & Basic Services										
Previous Contract Balance Not Expensed										
Net Subtotal Labor & Basic Services										

SCOPE OF SERVICES
SOUTH LUBBOCK SANITARY SEWER EXTENSION PHASE II
LAND ACQUISITION SERVICES
 23-Jan-14

TASK	DESCRIPTION	HRA		HAC	CTHG	WTTTC	DWH		Fee
		Man Day	Crew Day				Man Day	Man Day	
1	APPRAISAL Harris Appraisal Company, Inc.	\$1,200.00	\$1,440.00	\$1,000.00	\$1,600.00	\$1,075.00	\$800.00		
2	PROPERTY COSTS AND PRICING Harris Appraisal Company, Inc.			51					\$51,000.00
3	DOCUMENTATION PREPARATION Hugo Reed and Associates, Inc. Craig, Terrill, Hale & Grantham, LLP	40	35	9	10				\$9,000.00
4	TITLE INFORMATION AND CLOSING PROCEDURES West Texas Title Company, Inc.* Collection of title insurance premium**					30			\$32,250.00 TBD**
5	NEGOTIATION Dee W. Hart, Jr.						105		\$84,000.00
6	TITLE REVIEW FOR OIL & GAS LEASES AND SEVERED MINERAL RIGHTS Craig, Terrill, Hale & Grantham, LLP								\$9,600.00
7	PROJECT MANAGEMENT Hugo Reed and Associates, Inc. Harris Appraisal Company, Inc. Craig, Terrill, Hale & Grantham, LLP Dee W. Hart, Jr.	60		9	2				\$72,000.00 \$9,000.00 \$3,200.00 \$8,000.00
8	CONDEMNATION - ADDITIONAL SERVICES								
Fee		\$120,000.00	\$50,400.00	\$69,000.00	\$28,800.00	\$32,250.00	\$92,000.00		\$392,450.00

Tasking is based on 30 parcels for preliminary design route from University Ave. to Milwaukee Ave.
 Should a change in route be required or should additional parcels be identified, an amendment to this agreement for out of scope services will be required.
 *Includes (1) tax certificates; (2) recording; (3) regular or certified copies; (4) wire transfer fees if required; (5) express fees incurred in order to transmit documents or funds; (6) Attorney Fees
 **Fee based on individual Parcel value. See attached Texas Title Insurance Premiums Reference Rate Guide

**FEE PROPOSAL
GEOTECHNICAL INVESTIGATION**

CMT Engineering, Inc
12804 County Road 2500
Lubbock TX 79404
Office (806) 771-7283
Fax (806) 771-7062

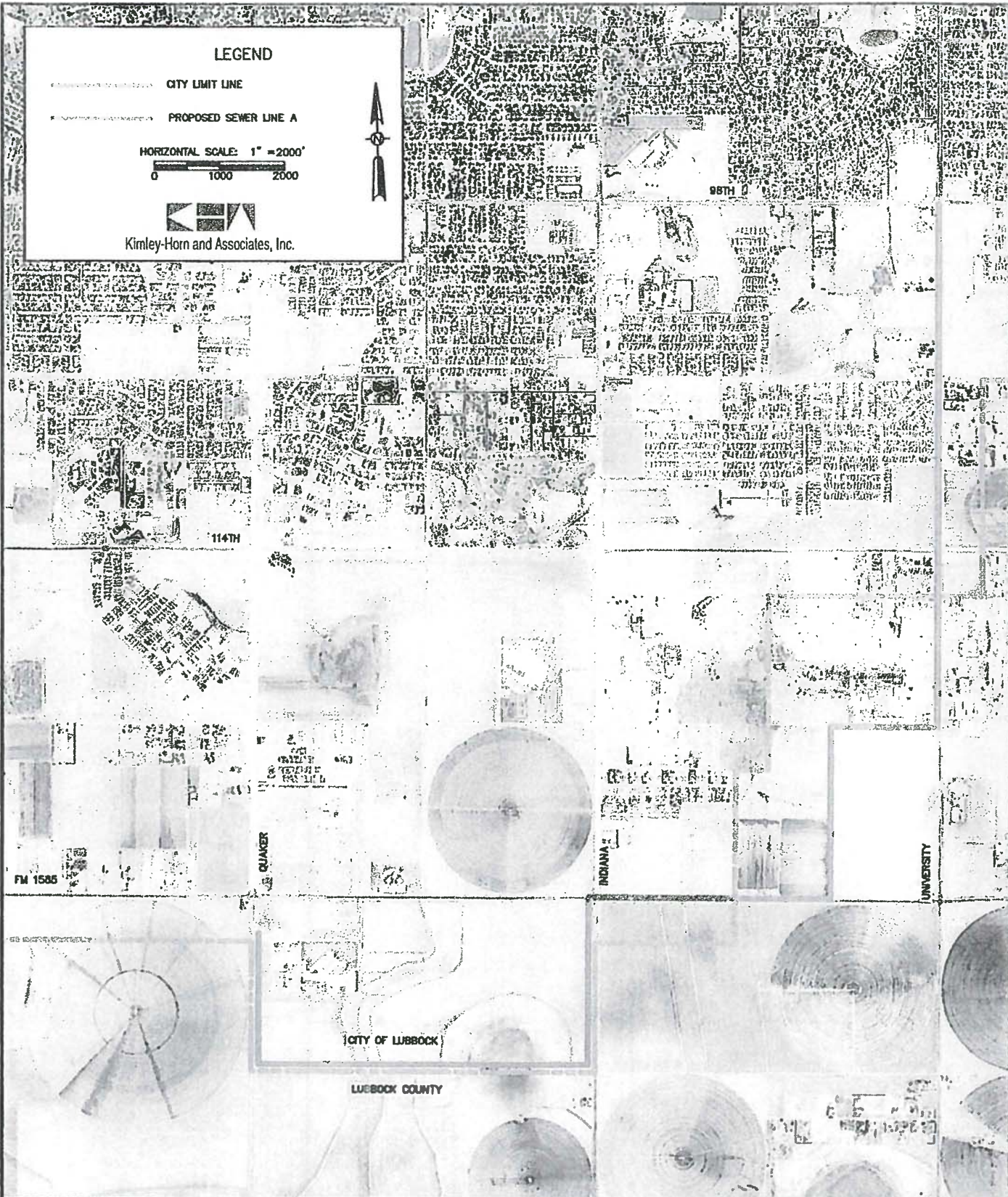


Client: Kimley Horn and Associates, Inc.
Attn: Aaron Rader, P.E.
Project: South Lubbock Sanitary Sewer System Extension Phase II, Route A
Location: Lubbock, Texas
Date: December 11, 2013

Geotechnical Investigation	Fee	Qty	Estimate
Geotech Borings Per Foot	\$ 13.50	360	\$ 4,860.00
Drill Rig Mobilization	\$ 1,000.00	1	\$ 1,000.00
Drill Crew Per Diem	\$ 240.00	2	\$ 480.00
Laboratory Tests			
Soils			
Atterburg Limits	\$ 65.00	30	\$ 1,950.00
Classification of soils (inc washed grad)	\$ 70.00	30	\$ 2,100.00
Moisture content	\$ 10.00	30	\$ 300.00
Technician / Engineering			
Field Technician Hourly	\$ 49.00	8	\$ 392.00
E.I.T. Hourly	\$ 85.00	10	\$ 850.00
PM	\$ 175.00	2	\$ 350.00
Total			\$ 12,282.00

The Rios Group, Inc.
Itemized Fee Breakdown for Subsurface Utility Engineering
for the South Lubbock Sanitary Sewer Extension, Phase 2, Bid Package A

	Rate	Unit	Unit Description	Sub-Total	
Direct Expenses					
Job Administration	\$1,500.00	1	LS	\$1,500.00	
Traffic Control	\$1,500.00	3	Daily	\$4,500.00	
Survey	\$1,750.00	10	Daily	\$17,500.00	
Direct Expenses Sub-Total				\$23,500.00	
QL "B" Sub-Total					
	\$1.25	55,000	LF	\$68,750.00	
SUE QL "A" Locating (Test Holes)					
Depth	In Pavement Using Coring Machine	Assumed Quantity	Outside Pavement	Assumed Quantity	Sub-Total
0-4 ft.	\$1,050.00	5	\$850.00	5	\$9,500.00
4-8 ft.	\$1,350.00	1	\$1,150.00	2	\$3,650.00
8-12 ft.	\$1,650.00	1	\$1,450.00	1	\$3,100.00
12-18 ft.	\$2,500.00	0	\$2,300.00	0	\$0.00
QL "A" Sub-Total					\$16,250.00
Total Estimated Cost				\$108,500.00	



LEGEND

CITY LIMIT LINE
 PROPOSED SEWER LINE A

HORIZONTAL SCALE: 1" = 2000'

Kimley-Horn and Associates, Inc.

K:\VTM_Lubbock\083126011\083126011.dwg, DWG, 12/12/13, 4:15pm

1	DATE: DECEMBER 2013 DESIGN: AGR DRAWING: TACB CHECKED: FJJ RNA NO.: 083126011	PROPOSED SEWER ALIGNMENT FROM UNIVERSITY TO QUAKER	CITY OF LUBBOCK SOUTH LUBBOCK SANITARY SEWER EXTENSION PH. II	 Kimley-Horn and Associates, Inc. <small>2000 West 10th Street, Suite 100 Lubbock, Texas 79409 Phone: 806.742.2000 Fax: 806.742.2001 www.kimley-horn.com</small>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Revision</td> <td style="width: 50%;">By</td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> </tr> </table>	Revision	By						
Revision	By												

Contract #: 11259

Amendment of

Change Order #:

RFP/BID #:

CONTRACT COVER SHEET

Attached Contract must be "Approved as to Content" by City Manager Direct Report and "Approved as to Form" by Legal. The following signatures are required to process the Contract Cover Sheet.

City Council Agenda:

Will this item be placed on a future City Council Agenda? Yes (enter date of meeting to the right)	03/28/2013
Reason for being on future agenda:	Over \$25,000

Required Signatures:

Insurance Certificate Required? Yes	Approved & Attached: Yes
Risk Manager: <u>[Signature]</u>	Date: <u>5/8/13</u>
Chief Financial Officer: <u>[Signature for Cheryl Brock]</u>	Date: <u>3-7-13</u>
City Manager Direct Report: <u>[Signature]</u>	Date: <u>3-25-13</u>

Originating Dept and Individual Responsible for Ensuring Contract Terms and Contract Compliance:

Department: <u>Public Works Engineering</u>	Name: <u>John Turpin P.E.</u>
Phone Number: <u>(806) 775-2342</u>	Title: <u>Chief Water Utilities Engineer</u>

Information for Vendor/Contractor/Agency or Other Entity City of Lubbock is Contracting With:

Name of Entity:	<u>Kimley-Horn and Associates, Inc.</u>		
Address:	<u>801 Cherry Street, Unit 11, Suite 950</u>		
City:	<u>Fort Worth</u>	State: <u>TX</u>	Zip: <u>76102</u>
Contact Name:	<u>Jeff James, P.E.</u>		
Contract Signatory:	<u>Jeff James, P.E.</u>	Title:	<u></u>
Phone #:	<u>(817) 335-6511</u>	Fax #:	<u>(817) 335-5070</u> E-mail: <u>Jeff.James@kimley-horn.com</u>

Contract Information:

Effective Date:	<u>04/28/2013</u>	End Date:	<u>04/28/2014</u>
Brief Description of Goods or Services or arrangements covered by the terms of the contract: <u>The contract includes Professional Engineering services to identify a route for a proposed gravity sanitary sewer line from Alcove Avenue to Avenue P along the 130th Street corridor.</u>			

Financial Information (The account information will be entered into E1 for payment):

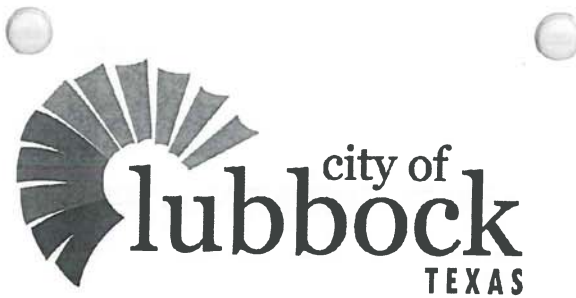
Cost Center/Project No: <u>92310</u>	Account: <u>9241</u>	Phase: <u>10000</u>	Original Contract Amount:	<u>\$ 143,600.00</u>
Will contract generate revenue?: <u>No</u>			Change Order #	<u>of</u>
Will contract be paid from grant funds?: <u>No</u>			Previous Change Orders:	<u></u>
			New Contract Amount:	<u>\$ 143,600.00</u>

Reviewed by Director of Purchasing & Contract Management: [Signature] Date: 3/25/2013

Contract Checklist (Not applicable to Change Orders or Amendments)

1.	Is this individual or owner of this business an officer or employee of the City of Lubbock? Note: If Yes , City policy may not allow us to write a contract for this individual/vendor. If unsure, check with Legal.	No
2.	Does the contract include language for Insurance Requirements? Note: If Yes , contact Risk Management at (806) 775-2277.	Yes
3.	Does the contract involve work by the contractor on City owned property? Note: If Yes , contact Risk Management at (806) 775-2277.	No
4.	Does the contract involve the purchase of hardware, software, firmware or computer component acquisition? Note: If Yes , A Purchase Requisition from Information Technology is required. Contact IT at (806) 775-2374.	No
5.	Does the contract involve a <u>purchase</u> valued at \$2,500 or more? [Note: If Yes , For assistance, contact your Buyer in the Purchasing Department.]	Yes
6.	Does the contract involve a <u>purchase</u> valued at \$25,000 or more? [Note: If Yes , Formal Competitive Sealed Bidding is required. For assistance, contact your Buyer in Purchasing.]	Yes
7.	Does the contract involve Consulting Services valued at \$25,000 or more? [Note: If Yes , requires Request for Qualifications. Contact Director of Purchasing & Contract Management (806) 775-2572.]	Yes
8.	If federal or state funded, does the contract include all clauses required by federal or state statutes and executive orders and their implementing regulations?	No
9.	If the purchase/transaction involves the purchase, lease, or acceptance as a gift of real estate, has an environmental site assessment (ESA) been performed on the property? [Note: If No , contact Environmental Compliance.]	No

Forward the complete contract package to Contract Management, City Hall Suite 204, for review, approval and contract execution. The complete package includes one (1) copy of the completed Contract Cover Sheet (for internal City use only); minimum of three (3) originals of the contract or amendment; and minimum of three (3) originals of all other certifications and contract addenda.



DATE March 25, 2013
TO Wood Franklin, P.E., City Engineer
FROM John Turpin, P.E., Chief Water Utilities Engineer
SUBJECT Professional Services Agreement for
South Sanitary Sewer System Extension Phase II

Subject:

Contract Resolution – Sewer Utilities: Consider a resolution authorizing the Mayor to execute a Professional Services Agreement with Kimley Horn and Associates, Inc. for providing professional engineering services associated with the South Sanitary Sewer System Extension Phase II.

Summary:

Over the past decades, the City of Lubbock has experienced significant growth on the south and southwest regions of the existing sewer collection system. A combination of a deteriorating sewer lift station in south Lubbock and a projected population growth in the watershed has resulted in a need for additional conveyance capacity from South Lubbock to the Water Reclamation Plant. These improvements were recommended in the Wastewater Master Plan for the City of Lubbock completed in 2009. The scope of the project is to identify a route for a proposed gravity sewer line from Alcove Ave to Ave. P along the 130th St. corridor. This line will connect to the South Lubbock Sanitary Sewer System Expansion Phase I (RFQ # 09-729-BM).

Kimley Horn and Associates, Inc. received the engineering contract for Phase I of this project and are currently in the final design stages. Due to the quality of work Kimley Horn has preformed and their working knowledge of the project, they were asked to together a proposal for Phase II of this project. Contract negotiations were conducted with Kimley Horn and Associates, Inc. and fair and reasonable hourly rates were agreed for a total amount not to exceed \$143,600.

Fiscal Impact:

A total of \$2,000,000 was appropriated and \$1,855,970.37 is available in Capital Improvement Project number 92310 (South Sanitary Sewer System Expansion Phase II) for this purpose.

Staff / Board Recommending:

R. Keith Smith, P.E. Chief Operating Officer

**City of Lubbock, TX
Capital Project
Project Cost Detail
March 25, 2013**

Capital Project Number:	92310
Capital Project Name:	South Sanitary Sewer System Extension Phase II

	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	429.63
Professional Services	
Sewer System Improvements	

<i>Agenda Items: March 28, 2013</i>	
Kimley Horn and Associates, Inc.	143,600.00
<i>Encumbered/Expended to Date</i>	144,029.63

<i>Estimated Costs for Remaining Appropriation</i>	
Uncommitted	1,855,970.37
<i>Remaining Appropriation</i>	1,855,970.37
Total Appropriation To Date	2,000,000.00

City of Lubbock
Job Status Inquiry Print

Job 92310 South Lab Sanitary Swr Exp PH2

Project

Job	Cost Code	Cost Type	Description	L P M D E C U M	Orig Budget Amount	Revised Budget Amt	Actual Amount	Variance Amount	Open Commitments	Total Commitments
92310	8000		EXPENSES/EXPENDITURES	3 N D						
92310	8001		PAYROLL	4 N D						
92310	8030		BENEFITS	4 N D						
92310	8080		TEMPORARY EMPLOYEE SALARIES							
92310	8100		SUPPLIES	4 N						
92310	8300		PROFESSIONAL SERVICES	4 N						
92310	8800		SPECIAL PROJECTS	4 N						
92310	8820		MATERIALS	5 D						
92310	9004		G/L-PURCHASE DISC TAKEN	5						
92310	8800		SPECIAL PROJECTS	4 T						
92310	9100		MISCELLANEOUS CHARGES	4 N D						
92310	9200		CAPITAL OUTLAY	4 N						
92310	8000		EXPENSES/EXPENDITURES	3 T		2,000,000.00	302.30	2,000,000.00		302.30
92310	10000		DESIGN	3 B D						
92310	10000	8002	PAY-FULL TIME	5 D						
92310	10000	8004	PAY-OVERTIME PAY	5 D						
92310	10000	8009	PAY-EDUCATION INCENTIVE PAY D							
92310	10000	8031	BEN-RETIREMENT TMRS	5 D			58.89	58.89-		58.89
92310	10000	8033	BEN-SOCIAL SECURITY	5 D			21.17	21.17-		21.17
92310	10000	8034	BEN-GROUP HOSPITAL INS	5 D			47.24	47.24-		47.24
92310	10000	8035	BEN-WRKRS COMP PR SELF INS							
92310	10000	8037	BEN-BASIC LIFE INS	5			.03	.03-		.03
92310	10000	8038	BEN-GROUP DENTAL INS	5						
92310	10000	8042	BEN-CITY PAID LTD	5 D						
92310	10000	8081	TEMP-TEMPORARY EMPL SALARY							
92310	10000	8107	SUP-OFFICE SUPPLIES	5						
92310	10000	8302	PROFESSIONAL SERVICES	5 D						
92310	10000	9103	MISC-POSTAGE	5						
92310	10000	9106	MISC-EXP ALLOW CAR & OTHER D							
92310	10000	9103	MISC-POSTAGE	5 T						
92310	10000	9242	SYS CAP OUT-SEWER SYS IMPROVD							
92310	20000	8304	PROF-ADVERT AND PROMOTION							
92310	10000		DESIGN	3 T						
92310	30000		CONSTRUCTION	3 B D						
92310	30000	8002	PAY-FULL TIME	5 D						
92310	30000	8004	PAY-OVERTIME PAY	5 D						
92310	30000	8009	PAY-EDUCATION INCENTIVE PAY D							
92310	30000	8031	BEN-RETIREMENT TMRS	5 D						
92310	30000	8033	BEN-SOCIAL SECURITY	5 D						
									429.63	429.63
									1,999,570.37	

City of Lubbock
Job Status Inquiry Print

Job 92310 South Lub Sanitary Swr Exp PH2
Project

Job	Cost Code	Cost Type	Description	L P M D E C U M	Orig Budget Amount	Revised Budget Amt	Actual Amount	Variance Amount	Open Commitments	Total Commitments
92310	30000	8034	BEN-GROUP HOSPITAL INS	5 D						
92310	30000	8035	BEN-WRKRS COMP PR SELF INS	D						
92310	30000	8037	BEN-BASIC LIFE INS	5 D						
92310	30000	8038	BEN-GROUP DENTAL INS	5 D						
92310	30000	8042	BEN-CITY PAID LTD	5 D						
92310	30000	8081	TEMP-TEMPORARY EMPL SALARY	D						
92310	30000	8302	PROFESSIONAL SERVICES	5 D						
92310	30000	8820	MATERIALS	5 D						
92310	30000	9106	MISC-EXP ALLOW CAR & OTHER	D						
92310	30000	8820	MATERIALS	5 T						
92310	30000	9241	SYS CAP OUT-WATER SYS IMPROVE							
92310	30000	9242	SYS CAP OUT-SEWER SYS IMPROVE							
92310	30000	9258	SYS CAP OUT-OTHER	5 D						
92310	40000	8302	PROFESSIONAL SERVICES	6 D						
92310	30000	9258	SYS CAP OUT-OTHER	5 T						
92310	30000		CONSTRUCTION	3 T						
92310	50000		INSTALLATION	3 B D						
92310	50000	8302	PROFESSIONAL SERVICES	5 D						
92310	50000		INSTALLATION	3 T						
92310			South Lub Sanitary Swr Exp PH2	2 T		2,000,000.00	429.63	1,999,570.37		429.63
			Total:	1 T		2,000,000.00	429.63	1,999,570.37		429.63

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 Agreement for the evaluation and study of sanitary sewer systems, by and between the City of Lubbock and Kimley-Horn and Associates, Inc., and related documents. Said Agreement is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on April 11, 2013.



GLEN C. ROBERTSON, MAYOR

ATTEST:



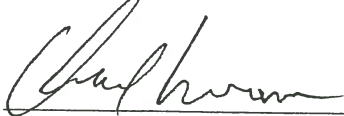
Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



R. Keith Smith, P.E., Chief Operating Officer

APPROVED AS TO FORM:



Chad Weaver, Assistant City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/11/2013

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

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

PRODUCER Greyling Insurance Brokerage 450 Northridge Parkway Suite 102 Atlanta GA 30350		CONTACT NAME: Jerry Noyola PHONE (A/C No. Ext): (770) 552-4225 E-MAIL ADDRESS: jerry.noyola@greyling.com FAX (A/C No): (866) 550-4082															
INSURED Kimley-Horn and Associates, Inc. P.O. Box 33068 Raleigh NC 27636		<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: National Union Fire Ins. Co.</td> <td>19445 A</td> </tr> <tr> <td>INSURER B: Commerce & Industry Insurance</td> <td>19410 A</td> </tr> <tr> <td>INSURER C: New Hampshire Insurance Company</td> <td>23841 A</td> </tr> <tr> <td>INSURER D: Lexington Insurance Company</td> <td>19437 A</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: National Union Fire Ins. Co.	19445 A	INSURER B: Commerce & Industry Insurance	19410 A	INSURER C: New Hampshire Insurance Company	23841 A	INSURER D: Lexington Insurance Company	19437 A	INSURER E:		INSURER F:	
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INSURER E:																	
INSURER F:																	

COVERAGES CERTIFICATE NUMBER: 12-13 (Kimley Melanie) REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	9645227	12/1/2012	4/1/2013	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 25,000
	<input checked="" type="checkbox"/> Contractual Liability						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY	X	X	4982985	12/1/2012	4/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS		<input checked="" type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS		<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB			BE 021730741	12/1/2012	4/1/2013	EACH OCCURRENCE \$ 5,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE	X	X				AGGREGATE \$ 5,000,000
	DED <input checked="" type="checkbox"/> RETENTION \$ 10,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		X	018112556	12/1/2012	4/1/2013	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
D	Professional Liability		X	016017332	12/1/2012	4/1/2014	Per Claim \$2,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 Re: South Lubbock Sanitary Sewer System Extension Phase II; Jeff James. The City of Lubbock is named as an Additional Insured on the above referenced liability policies with the exception of workers compensation & professional liability where required by written contract. Waiver of Subrogation is applicable where required by written contract & allowed by law. Should any of the above described policies be cancelled by the issuing insurer before the expiration date thereof, we will endeavor to provide 30 days' written notice (except 10 days for nonpayment of premium) to the Certificate Holder named below.

CERTIFICATE HOLDER**CANCELLATION**

City of Lubbock John Turpin P.O. Box 2000 Lubbock, TX 79457	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Matias Ormaza/JERRY

ACORD 25 (2010/05)

INS025 (201005) 01

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS WHEN
REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.
2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any person or organization to whom or to which you are required to provide additional insured status in a written contract or written agreement executed prior to the loss except where such contract or agreement is prohibited by law.	Any location where you have agreed, through written contract, agreement or permit, executed prior to the loss, to provide additional insured coverage for completed operations.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

POLICY NUMBER: 4982985

COMMERCIAL AUTO
CA 20 48 02 99

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED

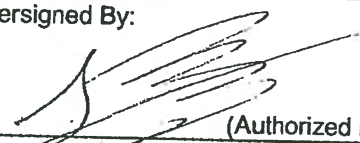
This endorsement modifies insurance provided under the following:

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

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

This endorsement identifies person(s) or organization(s) who are "insureds" under the Who Is An Insured Provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective: 12/01/12	Countersigned By:  (Authorized Representative)
Named Insured: Kimley-Horn & Associates, Inc.	

SCHEDULE

Name of Person(s) or Organization(s): Blanket Where Required By Written Contract.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to the endorsement.)

Each person or organization shown in the Schedule is an "insured" for Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured Provision contained in Section II of the Coverage Form.

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

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

Schedule

Any Person or Organization From Whom You Are Required By Written Contract or Agreement To Obtain This Waiver of Rights From Us.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement 12/1/12 - 4/1/13

Effective Policy No. 018112556

Endorsement No.

Insured

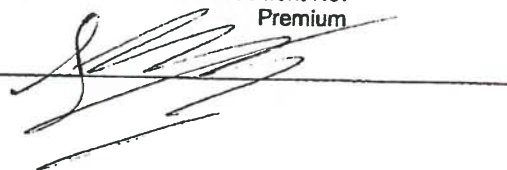
Kimley-Horn & Associates, Inc.

Premium

Insurance Company

New Hampshire Insurance Company

Countersigned by



WC 00 03 13
(Ed. 4-84)

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) for South Lubbock Sanitary Sewer System Extension Phase II, is entered into this 13th day of April, 2013, by and between the City of Lubbock (the “City” or “Owner”), a Texas home rule municipal corporation, and Kimley-Horn and Associates, Inc. (the “Engineer”), a North Carolina corporation.

WITNESSETH

WHEREAS, Engineer has substantial skill and experience in evaluation and study of sanitary sewer systems and is qualified to perform such activities (the "Activities");

WHEREAS, Engineer has demonstrated competence and qualifications to perform the Services, as defined below, and will perform the Services for the price provided herein, said price stipulated by City and Engineer to be a fair and reasonable price;

WHEREAS, the City desires to contract with Engineer to perform services related to the Activities and Engineer desires to provide the services related to same.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Engineer agree as follows:

ARTICLE I

Services

- 1.01 Engineer shall conduct all activities and within such time frames, as set forth on Attachment “A”, “Scope of Services”, attached hereto (the “Services”).
- 1.02 Engineer’s Personnel at the Project Site: The presence or duties of the Engineer’s personnel at the Project site, whether as on-site representatives or otherwise, do not make the Engineer or its personnel in any way responsible for those duties that belong to City

and/or to other contractors, subcontractors, or other entities, and do not relieve the other contractors, subcontractors, or other entities of their obligations, duties, and responsibilities, including, but not limited to, all methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the work of those parties in accordance with their contract requirements and any health or safety precautions required by such work. The Engineer and its personnel have no authority to exercise any control over any contractor, subcontractor, or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of any contractor, subcontractor, or other entity or any other persons at the Project site except Engineer's own personnel. Conditions which may appear unsafe to the Engineer will be reported to the Contractor and the City.

ARTICLE II

Compensation and Term

- 2.01 The consideration to be paid for the Services to be provided the City as described in Article I shall be as provided in Attachment "A", attached hereto, a not to exceed amount of \$143,600. Billing rates for time and materials portions are provided in Attachment "A," attached hereto. This amount shall be invoiced to the City monthly as work is performed. Each invoice shall be payable by the City within thirty (30) days of receipt of same.
- 2.02 This Agreement shall expire three hundred sixty five (365) days from the date of execution. Additionally, the City may terminate this Agreement at any time during the term hereof by providing written notice to Engineer at least thirty (30) days prior to the

effective date of termination as provided in such notice. 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.

- 2.03 The Engineer's compensation is based on timely authorization to proceed and timely completion of the Project. If the Project timing deviates from the assumed schedule for causes beyond the Engineer's control, the Engineer may request renegotiation of those portions of the compensation affected by the time change.
- 2.04 If the Engineer determines that additional time is required to complete the Services, the City Manager, or their designee, may execute an agreement to grant up to an additional three (3) months of time so long as the amount of the consideration does not increase. An amendment to this agreement resulting in any increase in the amount of the consideration must be approved by the City acting through its governing body.

ARTICLE III

Independent Contractor

- 3.01 It is understood and agreed that Engineer is to perform the Services in a sound and professional manner and exercising the degree of care, skill and diligence in the performance of the Services as is exercised by a professional engineer under similar circumstances and Engineer hereby represents to the City that the Services shall be so performed. Further, Engineer is and shall be considered at all times an independent contractor under this Agreement and/or in its service, hereunder. During the performance of the Services under this Agreement, Engineer and Engineer's employees 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 IV

Non-Arbitration

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

ARTICLE V

Events of Default/Remedies

5.01

a. City's Defaults/Engineer's Remedies. In the event the City shall default in the performance of any term or provision of this Agreement for any reason other than failure by Engineer to perform hereunder, Engineer may, if said default shall be continuing after five (5) days notice of such default is deemed received by the City, exercise any right or remedy available to it by law, contract, equity or otherwise.

b. Engineer's Defaults/City's Remedies. In the event Engineer shall default in the performance of any term or provision of this Agreement for any reason other than failure by the City to perform hereunder, the City may, if said default shall be continuing after five (5) days notice of such default is deemed received by Engineer, exercise any right or

remedy available to it by law, contract, equity or otherwise, including without limitation, specific performance and/or the right to terminate this Agreement without additional notice. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently.

ARTICLE VI

Insurance/Indemnity

6.01 Engineer shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein.

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. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit: \$1,000,000

Professional Liability:

Combined Single Limit: \$1,000,000

Automobile Liability:

Combined Single Limit for any auto: \$500,000 Per Occurrence

Engineer shall further cause any approved subcontractor to procure and carry, during the term of this Agreement, Professional Liability coverage, as specified above for Engineer, protecting City against direct losses caused by the professional negligence of the approved subcontractor.

The City shall be listed as a primary additional insured with respect to the Automobile Liability and Commercial General Liability and shall be granted a waiver of subrogation under those policies. Engineer shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate.

Engineer shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, Engineer shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the Engineer maintains said coverage. The Engineer may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City 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.

Engineer shall indemnify and hold City and City's elected officials, officers, agents, employees and independent contractors harmless, to the fullest extent permitted by law, from and against any and all claims, demands, damages, costs, liabilities and expenses, and including reasonable attorney's fees, as a result of, related to or arising from Engineer's use or occupation of City owned lands, and/or to the extent of Engineer's negligent activities, performance, operations or omissions under this Agreement. The indemnity provided herein shall survive the expiration or termination of this Agreement.

ARTICLE VII

Miscellaneous

- 7.01 Engineer shall comply with applicable laws, statutes, regulations, ordinances, rules and any other legal requirement related to, in any way, manner or form, the performance of the Services contemplated herein.
- 7.02 Any notice required by this Agreement shall be deemed to be properly served, if (i) provided in person or by telephonic facsimile; or (ii) deposited in the United States mail by certified letter, return receipt requested, addressed to the recipient at recipient's address shown below, subject to the right of either party to designate a different address by notice given in the manner just described. Notice shall be deemed to be received when delivered if provided in person or by telephonic facsimile or, if deposited in the United States mail, as set forth above, three (3) days after depositing such notice in the

United States mail, as set forth above.

For City:
John Turpin, P.E.
P.O. Box 2000
Lubbock, Texas 79457
Facsimile: (806) 775-3344

For Engineer:
Jeff James, P.E.
Kimley-Horn and Associates, Inc.
801 Cherry Street, Unit 11, Suite 950
Fort Worth, Texas 76102
Facsimile (817) 335-5070

- 7.03 THIS AGREEMENT IS TO BE CONSTRUED UNDER TEXAS LAW WITHOUT REGARD TO CONFLICT OF LAW RULES THAT WOULD DIRECT APPLICATION OF THE LAWS OF ANY OTHER JURISDICTION. THE OBLIGATIONS OF THE PARTIES CREATED BY THIS AGREEMENT ARE PERFORMABLE, AT LEAST IN PART, IN LUBBOCK COUNTY, TEXAS. VENUE FOR ANY ACTION BROUGHT PURSUANT TO THIS AGREEMENT, OR ACTIVITY CONTEMPLATED HEREBY, SHALL EXCLUSIVELY BE IN LUBBOCK COUNTY, TEXAS.
- 7.04 This Agreement, including the exhibits and attachments hereto, represents the entire and sole agreement between the City and Engineer with respect to the subject matter hereof and supersedes any and all prior negotiations, understandings, representations or other agreements, whether written or oral. This Agreement may not be modified or amended except in writing and duly executed by each party hereto.
- 7.05 Nothing contained herein shall be construed to imply a joint venture, joint enterprise, partnership or principal – agent relationship between Engineer and the City.

- 7.06 If any provision of this Agreement is declared invalid or unenforceable, such provision shall be deemed modified to the extent necessary to render it valid and enforceable so long as said modification is reasonably within the intent the parties as originally expressed. In the event such provision may not be so modified, the unenforceability or invalidity of any provision shall not affect any other provision of this Agreement, and this Agreement shall continue in force and effect as if such provision had not been included in this Agreement.
- 7.07 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 Section 2.01, above. The City will assume sole liability for any reuse or modification of the Engineer's work product. The Engineer may make copies of any and all work products for its files.
- 7.08 A waiver by either City or Engineer of a breach of this Agreement must be in writing to be effective. In the event either party shall execute and deliver such waiver, such waiver shall not affect the waiving party's rights with respect to any other or subsequent breach.
- 7.09 Engineer may not assign or subcontract any part of the Services under this Agreement, in whole or in part, without the written consent of such assignment or subcontract by the City. Engineer may, subject to the right of approval by the City, subcontract certain of the Services to highly qualified professionals. The right of approval of the City of Engineer's subcontractors is hereby delegated by the City Council of City to the Director of Water Utilities. The approval by the City of the subcontract requested by Engineer shall not affect the liability of Engineer hereunder to City for the timely performance of the Services as prescribed in this Agreement. The term "Engineer", as used in and for all

purposes of this Agreement, includes Engineer's subcontractors and subconsultants. City and Engineer each bind itself or himself, their legal representatives and permitted assigns in respect to all provisions of this Agreement.

7.10 Nothing in this Agreement shall be construed to provide any rights or benefits whatsoever to any party other than City and Engineer.

7.11 In the event Engineer is required by law to respond to a subpoena, government inquiry or other legal process directly related to the Services in connection with a legal or dispute resolution proceeding to which the City is a party and to which Engineer is not a party, City shall reimburse Engineer for reasonable costs in responding and compensate Engineer at its then standard rates for reasonable time incurred in gathering information and documents and attending depositions, hearings, and trial.

7.12 Engineer represents and warrants to City that it has taken all actions necessary to authorize the party executing this Agreement to bind, in all respects, Engineer to all terms and provisions of this Agreement, and that such person possesses authority to execute this Agreement and bind Engineer hereto.

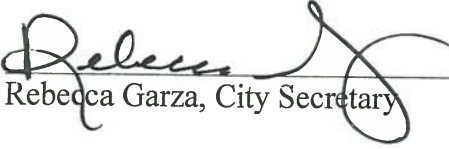
IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives as of the date first written above.

CITY OF LUBBOCK



Glen C. Robertson, MAYOR

ATTEST:



Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Wood Franklin, P.E., City Engineer

APPROVED AS TO FORM:



City Attorney

Kimley-Horn and Associates, Inc.

By: 

Name: Jeff James, P.E.

Title: Senior Vice President

ATTACHMENT "A"

Scope of Services

Project Understanding

This project is identified in the City of Lubbock Wastewater Master Plan, August 2009, as the 130th Street Gravity Line. It is also identified in the City of Lubbock Capital Improvement Program as the South Lubbock Sanitary Sewer Expansion Phase II project.

Section I of this project includes the following tasks necessary for identifying a route for a proposed gravity sanitary sewer line from Alcove Avenue to Avenue P along the 130th Street corridor.

Task 1: Project Management

Task 2: Routing and Alignment Study

The Scope of Services for future sections (master plan update, preliminary design, final design, and bidding/construction phase services) as recommended by the City of Lubbock is not included and may be provided as an amendment to this contract.

Section I

Task 1 Project Management

- a) Develop project communication plan
 - i) Prepare for and conduct monthly progress meetings to monitor the development of the project. A total of four (4) meetings are anticipated.
 - ii) Coordinate with survey subconsultant.
 - iii) Prepare monthly progress reports to the project team (as necessary).
- b) Develop project production plan
 - i) Document design criteria (coordinate with City staff at the project kick-off meeting).
 - ii) Develop project schedule and interim milestones (coordinate with City staff at the project kick-off meeting).
 - iii) Coordinate milestones with QC/QA reviewer, distribute plans and collect comments from the QC/QA reviewer.
- c) Project Administration
 - i) Prepare project correspondence and invoicing documents.

2) Routing and Alignment Study

- a) Kick-Off Meeting
 - i) Prepare for and facilitate a kick-off meeting with the City to develop criteria for alignment selection and design parameters.

- b) Data Collection - The City will be responsible for making the following information available to the Engineer where available.
 - i) Existing and Available Record Drawings (hard copy or electronically)
 - (1) Water system improvements.
 - (2) Sanitary sewer system improvements.
 - (3) Roadway improvements.
 - (4) Storm water improvements.
 - ii) Existing and Available digital maps
 - (1) Block or R.O.W. maps.
 - (2) Utility maps (water, sewer, and storm sewer) in GIS format.
 - (3) Contour maps with contour intervals of 5 feet based on the source data available from the City.
 - (4) Current aerial photography of the study area.
 - iii) In progress and planned projects in the study area
 - (1) Street/Roadway/Transportation improvements (including MPO).
 - (2) Water system improvements.
 - (3) Sanitary sewer system improvements.
 - (4) Storm water system improvements.
 - iv) Wastewater Master Plan, current version
 - (1) Historical information on sanitary sewer overflows in the study areas.
 - (2) Sanitary sewer overflow data.
 - (3) Electronic version of sanitary sewer model if available.
 - (4) Assumptions (i.e. Land Use, Population, Growth, etc.) used in the creation of the model.
 - v) Sanitary sewer inspection report and video, if available
 - vi) Submitted Plat Information for Load Area 8.

- c) Alignment Evaluation
 - i) Evaluate multiple alignments throughout the study area based on the following criteria.
 - (1) Wastewater System Master Plan
 - (2) Conflict with existing and proposed infrastructure
 - (3) Pipe material
 - (4) Property ownership
 - (5) Permitting
 - (6) Operational flexibility
 - (7) Traffic counts
 - (8) Easement acquisition requirements
 - (9) Hydraulics
 - (10) Constructability

- (11) Maintenance
 - (12) Construction costs
- ii) Based on the alignment criteria, perform the following services in evaluating the multiple routes.
- (1) Profile alignments.
 - (2) Property owner research and coordination on affected properties.
 - (3) Research any proposed plats within the Load Area 8.
 - (4) Meet with City personnel and land developers along the corridor including up to three (3) site visits
- d) Routing and Alignment Report
- i) Provide 22"x34" exhibits and letter report summarizing the evaluation of no more than three (3) proposed alignments for the sewer line. The exhibits and letter report will include the following:
- (1) Criteria for alignment selection and design parameters developed during the kick-off meeting.
 - (2) Advantages and disadvantages of each alignment.
 - (3) Recommended alignment.
 - (4) Recommended lift stations (if necessary).
 - (5) Recommended pipe size.
 - (6) Recommended pipe material with alternates.
 - (7) Recommended type of construction (open cut, bore, tunneling, etc.).
 - (8) Preliminary Opinion of Probable Construction Cost (OPCC) for each alignment
 - (9) Preliminary construction schedule for each alignment.
 - (10) Alignment exhibits.
 - (a) aerial photograph showing the approximate alignment
 - (b) property information obtained from the Lubbock Appraisal District
 - (c) zoning and land use information for each alignment
 - (d) recommended easement/right-of-way requirements
 - (e) profile of each alignment based on existing contour maps
- e) Routing and Alignment Submittal
- i) Engineer will attend up to two (2) review meetings with City staff in Lubbock and conduct an electronic review. Review comments will be recorded during this meeting and distributed to members of the design team and the City. This review shall include the following:
- (1) Six (6) copies of the Routing and Alignment Report for review and comment.
- ii) Address comments and prepare final routing and alignment report

Additional Services/Future Tasks

Additional services to be performed if authorized by the City, but which are not included in the above-described Scope of Services, are as follows:

- A. Topographic survey
- B. Preliminary and Final Design tasks
- C. Update to the City's Wastewater Master Plan
- D. Update to the City's GIS data or maps.
- E. Preparation of contract documents or easement acquisition services
- F. Bidding and Construction phase services
- G. Update to the land use plan.
- H. Additional copies of Routing and Alignment report.
- I. Structural design
- J. Perform condition assessment on any existing sanitary sewer line including flow monitoring.
- K. Preparation of platting documents and/or real property survey for site acquisition.
- L. Permitting, application, and similar project fees.
- M. Accompanying the City when meeting with the TCEQ, U.S. Environmental Protection Agency, or other regulatory agencies during the course of the Project, beyond those meetings identified above. The Engineer will assist the City on an as-needed basis in preparing compliance schedules, progress reports, and providing general technical support for the Client's compliance efforts.
- N. Assisting City or Contractor in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, will be furnished by the Engineer on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- O. Sampling, testing, or analysis beyond that specifically included in the Scope of Services referenced herein above.
- P. Preparing applications and supporting documents for government grants, loans, or planning advances, and providing data for detailed applications.
- Q. Appearing before regulatory agencies or courts as an expert witness in any litigation with third parties or condemnation proceedings arising from the development or construction of the Project, including the preparation of engineering data and reports for assistance to the City.
- R. Providing professional services associated with the discovery of any hazardous waste or materials in the project site.
- S. Additional meetings beyond those identified in the Scope of Services.
- T. Preparation for and attendance to public meetings to discuss the project.
- U. Any services not listed in the Scope of Services.

Schedule

Engineer will provide the Services as expeditiously as practicable to meet the described schedule.

- Routing and Alignment Submittal – 4 months upon notice to proceed.

Fee and Billing

Engineer will provide the **Reimbursable Tasks** identified in the Scope of Services and shown in the Table below on a labor fee plus expense basis total, not to exceed \$143,600 for the reimbursable tasks, which includes all reimbursable expenses. The not to exceed amount will not be exceeded without the client's prior written approval and amendment of this Agreement. The reimbursable fee breakdowns below are provided for budgeting purposes only and are not intended to represent a specific budget for each reimbursable task. Engineer reserves the right to reallocate the reimbursable budget among tasks as determined necessary by Engineer and approved by City's representative. Labor fees will be billed according to the attached rate schedule. Direct reimbursable expenses including express delivery services, fees, and other direct expenses will be billed at 1.10 times cost. An amount will be added to each invoice to cover certain other expenses such as in-house duplicating, local mileage, telephone calls, facsimiles, postage, and word processing.

Reimbursable fees will be invoiced monthly based on the actual amount of services performed and expenses incurred. Payment of all fees will be due within 30 days of your receipt of the invoice.

Section I

Task:	Task Fee:
1. Project Management	\$31,000
2. Routing and Alignment Study (including Hugo Reed)	\$112,600
Total Reimbursable Fee:	\$143,600

Kimley-Horn and Associates, Inc.

Standard Rate Schedule

(Hourly Rate)

Quality Control (QC)	\$215
Project Manager (PM)	\$200
Senior Professional Engineer	\$150
Professional Engineer (PE)	\$135
Analyst/Engineer-In-Training (EIT)	\$110
Administrative Assistance	\$75

Effective January 1, 2013



Budget Summary

Date: Feb 26, 2013

General Project Information

Client: **City of Lubbock**
 Project: **South Lubbock SS Phase 2**
 KHA No. **0631260XX**
 PM: **Jeff James**

Fee Information

Fee Type: **CP** Fix. Mult.
 Expense Mult: **1.10** Schedule: **LBB13**

Task Budget Summary

No.	Task Name	Hours	Task 700		Subtotal
			Labor	Expenses	
100	Project Mgmt	173	\$ 25,300	\$ 5,700	\$ 31,000
200	Routing & Alignment	487	\$ 70,000	\$ 9,600	\$ 79,600
TOTALS:		660	\$ 95,300	\$ 15,300	\$ 110,600

Subconsultant Summary

Task No.	Task Name	Cost	Multiplier	Subtotal
710	Hugo Reed	\$ 30,000	1.10	\$ 33,000
TOTALS:		\$ 30,000		\$ 33,000

Project Budget Summary	
Labor:	\$ 95,300
Expenses:	\$ 48,300
TOTAL:	\$ 143,600



General Project Information

Client: **City of Lubbock**
Project: **South Lubbock SS Phase 2**
KHA No: **0631260XX**
PM: **Jeff James**

Task Effort Summary

Labor: \$ **70,000**
Expenses: \$ **9,600**
TOTAL: \$ 79,600

Task Information

Number: **200**
Name: **Routing & Alignment**
Task Mgr: **Aaron Rader**

Task Description and Budgeting

Task Descriptions:	GLC:	Resource Allocation							Subtotal	(Hrs)	Expenses (\$)
		QC (\$215)	PM (\$200)	Senior PE (\$150)	PE (135)	EIT (\$110)	Admin Assist. (\$75)				
Sanitary Sewer Lines Alignment Study											
Kick-off meeting			4	4					8	\$ 2,000	
Data Collection											
Review and evaluate each											
Existing record drawings				2	4				6		
Existing digital maps				2	4				6		
In progress and planned projects				2	4				6		
Wastewater Master plan				2					2		
Coordinate with city staff				2					2		
Alignment evaluation											
Conflict analysis			2	18		18			38		
Pipe material evaluation			1	2					3		
Property ownership			2	4		10			16		
Permitting				4		4			8		
Traffic counts				4					4		
Easement acquisition requirements				4					4		
Hydraulics			4	18					22		
Constructability and construction cost			2	9		9			20		
Maintenance			2	4					6		
Profile alignments			4	18		40			62		
Coordinate with Hugo Reed				18					18		
Three (3) site visits			27	27					54		
Alignment Report											
22"x34" alignment plan w/ aerial				9		27			36	\$ 4,000	
Recommended easements			4	4					8		
Writing/preparing report			9	40		18			67		
Preliminary OPCC				9		18			27		
QA/QC		8							8		
Deliverables											
Agenda for kick-off meeting			1	2					3		
Alignment study report (6 copies)						2	2		4	\$ 1,227	
Preliminary OPCC (6 copies)						2			2		
Routing and Alignment Submittal											
Meetings at Lubbock (2)			8	8					16	\$ 1,500	
Address comments			4	9		18			31		
Subtotals:		8	74	225		178	2		487	\$ 8,727	

Project Workplan Budget

Date: March 1, 2013

General Project Information

Client: City of Lubbock
 Project: South Lubbock SS Phase 2
 KHA No: 0631260XX
 PM: Jeff James

Task Effort Summary

Labor: \$ 30,000
 Expense: \$ -
TOTAL: \$ 30,000

Task Information

Number: 710
 Name: Hugo Reed
 Task Mgr: Aaron Rader

Task Description and Budgeting

Task Descriptions:	Personnel:										Subtotal		Computer	Exp (\$)	
	HRA PC	HRA PM	HRA LS	HRA PE2	HRA PE1	HRA EIT	HRA MGR	HRA CAD	HRA SC			SubTtl (Hrs)			Comp (Hrs)
Kick Off Meeting		4			4									8	
Monthly Project Meetings (4)		12			12									24	
Review Meetings (2)		8			8									16	
Property Research					25	42								67	
Submitted Plat Research					20	42								62	
Coordinateion with Kimley-Horn		12			20									32	
QA/QC	6													6	
Subtotals:	6	36			89	84								215	\$ -

Task Cost/Effort Subtotals

Effort:	\$1,000	\$6,000	\$13,000	\$10,000								Lbr	Comp	Exp
												\$30,000		

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

Capital Project Number: 92310
 Capital Project Name: South Lubbock Sanitary Sewer System Exp. Phase II

	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 8,967
Kimley Horn and Associates, Inc. 11259	143,600
Kimley Horn and Associates Contract 11259 Amendment 1	1,463,400
 <i>Agenda Items: April 9, 2015</i>	
Kimley Horn and Associates Contract 11259 Amendment II	1,346,000
Utility Contractors of America, Inc. Contract No. 12218	11,919,274
<i>Encumbered/Expended to Date</i>	14,881,241
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	4,118,759
<i>Remaining Appropriation</i>	4,118,759
Total Appropriation	\$ 19,000,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Engineering and construction of large diameter sanitary sewer mains in South and Southwest Lubbock, as recommended by the Sewer Collection System Master Plan. The areas included are south of 114th Street and west of University Avenue.

Project Justification

The project provides sanitary sewer service to newly annexed areas in South and Southwest Lubbock. With recent annexations in South and Southwest Lubbock, the sanitary sewer collection system needs to be extended to provide service.

Project History

\$2.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
 \$1.0 million was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
 \$16.0 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	1,000,000	16,000,000	0	0	0	0	0	17,000,000
Design and Engineering	2,000,000	0	0	0	0	0	0	2,000,000
Total Project Appropriation	3,000,000	16,000,000	0	0	0	0	0	19,000,000

<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 2011 Wastewater Revenue CO's	2,000,000	0	0	0	0	0	0	2,000,000
FY 2014 Wastewater Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2015 Wastewater Revenue CO's	0	16,000,000	0	0	0	0	0	16,000,000
Total Funding Sources	3,000,000	16,000,000	0	0	0	0	0	19,000,000



Regular City Council Meeting

5.7.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution – Public Works Engineering: Consider a resolution authorizing the Mayor to execute contract 12218 with Utility Contractors of America, Inc. of Lubbock, Texas for the construction of the South Lubbock Sanitary Sewer Extension Phase II Bid Package A, RFP 15-12218-PD.

Item Summary

Over the past decades, the City has experienced significant growth on the south and southwest regions of the existing sewer collection system. Projected population growth in the sewer shed has resulted in a need for additional conveyance capacity from South Lubbock to the Water Reclamation Plant. These improvements were recommended in the Wastewater Master Plan for the City of Lubbock completed in 2009. In February of 2014, the City of Lubbock executed Amendment 1 to Contract 11259 with Kimley-Horn to perform a preliminary and final design with land acquisition services for a proposed gravity sewer main from 98th Street and University Avenue to Quaker Avenue and 136th Street.

The Phase II project route begins at the intersection of University Ave and 98th Street and ends at the intersection of Quaker Avenue and 136th Street. Six proposals were received and opened on March 18th, 2015. Bids including Alternate 25A are as follows:

Contractor	Amount
S.J. Lewis Construction of Texas, Ltd. of Mansfield, Texas	\$11,163,253.62
S&J Construction of Jackson, Arkansas	\$11,663,465.18
Utility Contractors of America, Inc. of Lubbock, Texas	\$11,919,273.80
Condie Construction Co., Inc. of Springville, Utah	\$11,999,738.60
Spiess Construction Co., Inc. of Santa Barbara, California	\$12,678,837.50
Webber, LLC of the Woodlands, Texas	\$12,913,171.90

A proposal evaluation committee, appointed by the Chief Water Utilities Engineer, consisted of representatives from Public Works Engineering and Stormwater Engineering and representatives from Kimley-Horn and Associates. The five proposals were evaluated and ranked based on the following criteria: 60% Bid Price, 25% Contractors Qualifications, 5% Safety Record, 5% Construction Time, and 5% Pre-Bid Attendance. These contractors were ranked by the evaluation team as follows:

Contractor	Score
Utility Contractors of America, Inc. of Lubbock, Texas	94.94 Points
S.J. Lewis Construction of Texas, Ltd. of Mansfield, Texas	93.25 Points
S&J Construction of Jackson, Arkansas	89.94 Points

Condie Construction Co., Inc. of Springville, Utah	89.68 Points
Spiess Construction Co., Inc. of Santa Barbara, California	84.69 Points
Webber, LLC of the Woodlands, Texas	84.49 Points

The evaluation committee recommends award to the highest ranking proposal, Utility Contractors of America, Inc. of Lubbock, Texas, in the amount of \$11,919,274 including base bid with Alternate 25A. Time for completion of the project is 300 consecutive calendar days.

Fiscal Impact

\$19,000,000 is appropriated in Capital Improvement Project 92310, South Lubbock Sanitary Sewer System Expansion Phase II, with \$11,919,274 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution & Contract - UCA

Award Recommendations

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, RFP 15-12218-PD for South Lubbock Sanitary Sewer Extension Phase 2 – Bid Package A, by and between the City of Lubbock and Utility Contractors of America, Inc., of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

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.Contract-Utility Contractors of America, Inc
3.26.15

**REVISED PROPOSAL SUBMITTAL FORM
UNIT PRICE PROPOSAL CONTRACT**

DATE: March 10, 2015

PROJECT NUMBER: **RFP 15-12218-PD – South Lubbock Sanitary Sewer Extension Phase 2 – Bid Package A**

Proposal of Utility Contractors of America, Inc. (hereinafter called Offeror)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of a **South Lubbock Sanitary Sewer Extension Phase 2 – Bid Package A** having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Bid Price	Amount Bid
1	MOBILIZATION	1	LS	\$ 575,000.00	\$ 575,000.00
2	OPERATIONAL AND BYPASS PUMPING PLAN	1	LS	\$ 500.00	\$ 500.00
3	48" SN 46 FIBERGLASS SEWER PIPE BY OPEN CUT (0-10 FT DEPTH)	1,435	LF	\$ 236.00	\$ 338,660.00
4	48" SN 46 FIBERGLASS SEWER PIPE BY OPEN CUT (10-15 FT DEPTH)	2,529	LF	\$ 241.00	\$ 609,489.00
5	48" SN 46 FIBERGLASS SEWER PIPE BY OPEN CUT (15-20 FT DEPTH)	4,486	LF	\$ 261.00	\$ 1,170,846.00
6	48" SN 46 FIBERGLASS SEWER PIPE BY OPEN CUT (20-25 FT DEPTH)	5,310	LF	\$ 280.00	\$ 1,486,800.00
7	48" SN 72 FIBERGLASS SEWER PIPE BY OPEN CUT (15-20 FT DEPTH)	89	LF	\$ 279.00	\$ 24,831.00
8	48" SN 72 FIBERGLASS SEWER PIPE BY OPEN CUT (20-25 FT DEPTH)	900	LF	\$ 298.00	\$ 268,200.00

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Bid Price	Amount Bid
9	48" SN 72 FIBERGLASS SEWER PIPE BY OPEN CUT (25+ FT DEPTH)	868	LF	\$ 367.00	\$ 318,556.00
10	36" SN 46 FIBERGLASS SEWER PIPE BY OPEN CUT (15-20 FT DEPTH)	487	LF	\$ 199.00	\$ 96,913.00
11	36" SN 46 FIBERGLASS SEWER PIPE BY OPEN CUT (20-25 FT DEPTH)	221	LF	\$ 222.00	\$ 49,062.00
12	36" SN 72 FIBERGLASS SEWER PIPE BY OPEN CUT (15-20 FT DEPTH)	44	LF	\$ 213.00	\$ 9,372.00
13	36" SN 72 FIBERGLASS SEWER PIPE BY OPEN CUT (20-25 FT DEPTH)	1,157	LF	\$ 253.00	\$ 292,721.00
14	36" SN 72 FIBERGLASS SEWER PIPE BY OPEN CUT (25+ FT DEPTH)	4,979	LF	\$ 291.00	\$ 1,448,889.00
15	15" SDR 26 PVC SEWER PIPE BY OPEN CUT	125	LF	\$ 60.00	\$ 7,500.00
16	12" SDR 26 PVC SEWER PIPE BY OPEN CUT	742	LF	\$ 58.00	\$ 43,036.00
17	48" SN 72 FIBERGLASS SEWER PIPE (BY OTHER THAN OPEN CUT)	65	LF	\$ 1,150.00	\$ 74,750.00
18	48" SN 46 FIBERGLASS SEWER PIPE AND 66" STEEL CASING PIPE OR TUNNEL LINER PLATE (BY OTHER THAN OPEN CUT)	160	LF	\$ 1,650.00	\$ 264,000.00
19	36" SN 72 FIBERGLASS SEWER PIPE AND 48" STEEL CASING PIPE OR TUNNEL LINER PLATE (BY OTHER THAN OPEN CUT)	220	LF	\$ 1,350.00	\$ 297,000.00
20	5-FOOT DIA. POLYMER CONCRETE MANHOLE RISER WITH TEE BASE	32	EA	\$ 23,000.00	\$ 736,000.00
21	EXTRA DEPTH FOR 5-FOOT DIA. POLYMER CONCRETE MANHOLE RISER WITH TEE BASE	503	VF	\$ 650.00	\$ 326,950.00
22	5-FOOT DIA. POLYMER CONCRETE DROP MANHOLE RISER WITH TEE BASE	5	EA	\$ 28,000.00	\$ 140,000.00

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Bid Price	Amount Bid
23	EXTRA DEPTH FOR 5-FOOT DIA. POLYMER CONCRETE DROP MANHOLE RISER WITH TEE BASE	106	VF	\$ 700.00	\$ 74,200.00
24	CONNECT EXISTING SANITARY SEWER PIPE (ALL SIZES) TO PROPOSED MANHOLE	1	EA	\$ 2,500.00	\$ 2,500.00
25	CONNECTION MANHOLE AT STA. 0+50	1	EA	\$ 25,000.00	\$ 25,000.00
26	CONNECT PROPOSED SANITARY SEWER PIPE TO EXISTING MANHOLE	3	EA	\$ 2,000.00	\$ 6,000.00
27	VACUUM TESTING OF SANITARY SEWER MANHOLES	38	EA	\$ 100.00	\$ 3,800.00
28	POST CONSTRUCTION CLEANING AND TV INSPECTION	23,787	LF	\$ 2.00	\$ 47,574.00
29	TRENCH SAFETY SYSTEM	23,342	LF	\$ 4.00	\$ 93,368.00
30	TEMPORARY EROSION, SEDIMENT, AND WATER POLLUTION PREVENTION PLAN	1	LS	\$ 34,000.00	\$ 34,000.00
31	12" AWWA C-900 DR-18 PVC WATER PIPE	581	LF	\$ 40.00	\$ 23,240.00
32	12" RESILIENT SEATED GATE VALVE	2	EA	\$ 2,750.00	\$ 5,500.00
33	DUCTILE IRON WATER FITTINGS	1	TON	\$ 9,000.00	\$ 9,000.00
34	ABANDON LIFT STATION	1	LS	\$ 7,500.00	\$ 7,500.00
35	ABANDON WATER WELL	2	EA	\$ 2,000.00	\$ 4,000.00
36	PREPARING RIGHT OF WAY	106	STA	\$ 2,264.00	\$ 239,984.00
37	REMOVE ASPHALT PAVEMENT AND BASE (8"-10")	40,600	SY	\$ 6.20	\$ 251,720.00

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Bid Price	Amount Bid
38	*REMOVE GRAVEL (FOR CONTRACTOR USE ONLY. PAYMENT INCLUDED IN PREP ROW	2,425	SY	N/A	N/A
39	REMOVE CONCRETE (DRIVEWAY)	538	SY	\$ 16.00	\$ 8,608.00
40	REMOVE CONCRETE (PAVEMENT)	296	SY	\$ 16.00	\$ 4,736.00
41	REMOVE CONCRETE (VALLEY GUTTER)	118	SY	\$ 16.00	\$ 1,888.00
42	REMOVE CULVERT PIPE	42	LF	\$ 28.00	\$ 1,176.00
43	REMOVE CULVERT HEADWALL	3	EA	\$ 1,100.00	\$ 3,300.00
44	REMOVE AND RELOCATE FENCE (CHAIN LINK)	370	LF	\$ 30.00	\$ 11,100.00
45	REMOVE PAVEMENT MARKINGS (4" SLD)	1,278	LF	\$ 1.00	\$ 1,278.00
46	REMOVE PAVEMENT MARKINGS (24" SLD)	71	LF	\$ 5.50	\$ 390.50
47	EXCAVATION	8,000	CY	\$ 7.00	\$ 56,000.00
48	OVER EXCAVATION	1,000	CY	\$ 14.50	\$ 14,500.00
49	BORROW	32,500	CY	\$ 7.50	\$ 243,750.00
50	TEMPORARY DETOUR PAVEMENT	20	SY	\$ 140.00	\$ 2,800.00
51	TEMPORARY PAVEMENT (ASPHALT MILLINGS)	10,500	SY	\$ 13.50	\$ 141,750.00
52	HMAC TY C (2") (ROADWAY)	50,400	SY	\$ 15.70	\$ 791,280.00
53	HMAC TY C (2") (DRIVEWAYS)	1,750	SY	\$ 20.00	\$ 35,000.00
54	FLEXIBLE BASE (6") (ROADWAY)	52,750	SY	\$ 12.50	\$ 659,375.00
55	FLEXIBLE BASE (6") (DRIVEWAYS)	3,400	SY	\$ 15.75	\$ 53,550.00

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Bid Price	Amount Bid
56	CONCRETE DRIVEWAYS	438	SY	\$ 67.00	\$ 29,346.00
57	CONTINUOUS REINF. CONCRETE PAVING (9")	299	SY	\$ 78.00	\$ 23,322.00
58	CONCRETE RIPRAP (5")	730	SY	\$ 56.00	\$ 40,880.00
59	PAVEMENT MARKINGS (ARROW) (TY I 100 MIL)	47	EA	\$ 125.00	\$ 5,875.00
60	RAISED PAVEMENT MARKINGS (TYPE I-C)	26	EA	\$ 3.80	\$ 98.80
61	RAISED PAVEMENT MARKINGS (TYPE II A-A)	560	EA	\$ 3.80	\$ 2,128.00
62	PAVEMENT MARKINGS (4")(YELLOW)(TYP I)(SLD)(100MIL)	24,140	LF	\$ 0.55	\$ 13,277.00
63	PAVEMENT MARKINGS (4")(YELLOW)(TYP I)(BRK)(100MIL)	4,360	LF	\$ 0.55	\$ 2,398.00
64	PAVEMENT MARKINGS (4")(WHITE)(TYP I)(SLD)(100MIL)	20,850	LF	\$ 0.55	\$ 11,467.50
65	PAVEMENT MARKINGS (4")(WHITE)(TYP I)(BRK)(100MIL)	150	LF	\$ 0.55	\$ 82.50
66	PAVEMENT MARKINGS (8")(WHITE)(TYP I)(SLD)(100MIL)	570	LF	\$ 1.25	\$ 712.50
67	PAVEMENT MARKINGS (24")(WHITE)(TYP I)(SLD)(100MIL)	246	LF	\$ 8.50	\$ 2,091.00
68	PAVEMENT MARKINGS (24")(YELLOW)(TYP I)(SLD)(100MIL)	230	LF	\$ 8.50	\$ 1,955.00
69	SMALL SIGN RELOCATION	3	EA	\$ 550.00	\$ 1,650.00
70	SMALL SIGN ASSEMBLIES	27	EA	\$ 750.00	\$ 20,250.00
71	RELOCATE EXISTING MAILBOX	2	EA	\$ 800.00	\$ 1,600.00
72	TRAFFIC CONTROL	12	MO	\$ 5,500.00	\$ 66,000.00
73	PORTABLE CHANGEABLE MESSAGE BOARDS	8	EA	\$ 12,600.00	\$ 100,800.00

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Bid Price	Amount Bid
74	CONCRETE PAVEMENT REPAIR	100	SY	\$ 168.00	\$ 16,800.00
75	ASPHALT PAVEMENT REPAIR	100	SY	\$ 100.00	\$ 10,000.00
76	HYDROSEED	27,913	SY	\$ 1.00	\$ 27,913.00
77	CONCRETE CURB AND GUTTER REPAIR	20	LF	\$ 28.00	\$ 560.00
78	24" RCP	56	LF	\$ 66.00	\$ 3,696.00
79	36" RCP	195	LF	\$ 68.00	\$ 13,260.00
80	CONCRETE HEADWALL	2	EA	\$ 7,800.00	\$ 15,600.00
81	SAFETY END TREATMENT	1	EA	\$ 2,000.00	\$ 2,000.00
82	ADJUST EXISTING SANITARY SEWER MANHOLE	13	EA	\$ 1,000.00	\$ 13,000.00
83	METAL BEAM GUARD FENCE (WOOD POST)	925	LF	\$ 25.00	\$ 23,125.00
84	GUARDRAIL END TREATMENT (INSTALL)	4	EA	\$ 3,000.00	\$ 12,000.00
85	PERMANENT ASPHALT TRENCH REPAIR (INDIANA AVE)	362	SY	\$ 62.00	\$ 22,444.00

~~\$ 11,921,273.80~~
Total Base Bid
 \$11,89623.80

ALTERNATE BID ITEMS

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Bid Price	Amount Bid
20A	5-FOOT DIA. POLYMER CONCRETE MANHOLE RISER WITH POLYMER CONCRETE BASE	32	EA	\$ 15,000.00	\$ 480,000.00
21A	EXTRA DEPTH FOR 5-FOOT DIA. POLYMER CONCRETE MANHOLE RISER WITH POLYMER CONCRETE BASE	503	VF	\$ 1,000.00	\$ 503,000.00

Item No.	Name of Pay Item	Estimated Quantity	Unit	Unit Bid Price	Amount Bid
22A	5-FOOT DIA. POLYMER CONCRETE DROP MANHOLE RISER WITH POLYMER CONCRETE BASE	5	EA	\$ 17,000.00	\$ 85,000.00
23A	EXTRA DEPTH FOR 5-FOOT DIA. POLYMER CONCRETE DROP MANHOLE RISER WITH POLYMER CONCRETE BASE	106	VF	\$ 1,200.00	\$ 127,200.00

20B	5-FOOT DIA. LINED CONCRETE MANHOLE WITH TEE BASE	32	EA	\$ 22,000.00	\$ 704,000.00
21B	EXTRA DEPTH FOR 5-FOOT DIA. LINED CONCRETE MANHOLE	503	VF	\$ 525.00	\$ 264,075.00
22B	5-FOOT DIA. LINED CONCRETE DROP MANHOLE WITH TEE BASE	5	EA	\$ 25,000.00	\$ 125,000.00
23B	EXTRA DEPTH FOR 5-FOOT DIA. LINED CONCRETE DROP MANHOLE	106	VF	\$ 550.00	\$ 58,300.00

20C	5-FOOT DIA. LINED CONCRETE MANHOLE WITH CONCRETE BASE	32	EA	\$ No Bid	\$ No Bid
21C	EXTRA DEPTH FOR 5-FOOT DIA. LINED CONCRETE MANHOLE	503	VF	\$ No Bid	\$ No Bid
22C	5-FOOT DIA. LINED CONCRETE DROP MANHOLE WITH CONCRETE BASE	5	EA	\$ No Bid	\$ No Bid
23C	EXTRA DEPTH FOR 5-FOOT DIA. LINED CONCRETE DROP MANHOLE	106	VF	\$ No Bid	\$ No Bid

25A	CONNECTION MANHOLE AT STA. 0+50	1	EA	\$ 23,000.00	\$ 23,000.00
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 Offeror's Initials

PROPOSED CONSTRUCTION TIME - Contractors proposed CONSTRUCTION TIME for completion:

Total Base Bid with Alt. 25A

TOTAL CALENDAR DAYS: 300

\$11,919,274.80

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to finally complete the project within **Three hundred and Sixty Five (365) CONSECUTIVE CALENDAR DAYS** thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of **\$2,000.00 (Two Thousand dollars)** for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

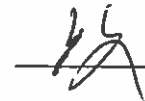
Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of **sixty (60)** calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.


 Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for _____ Dollars (\$ _____) or a Proposal Bond in the sum of Five Percent Dollars (\$ 5%), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

Offeror understands and agrees that the contract to be executed by Offeror shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Offerors.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed proposal that has been opened may not be changed for the purpose of correcting an error in the proposal price. **THEREFORE, ANY CORRECTIONS TO THE PROPOSAL PRICE MUST BE MADE ON THE PROPOSAL SUBMITTAL FORM PRIOR TO PROPOSAL OPENING.**

Date: March 10, 2015



 Authorized Signature

Ty Lane

 (Printed or Typed Name)

(Seal if Offeror is a Corporation)

ATTEST:



 Secretary

Offeror acknowledges receipt of the following addenda:

Addenda No. 1 Date 02/17/15
 Addenda No. 2 Date 03/05/15
 Addenda No. 3 Date 03/10/15
 Addenda No. 4 Date 03/11/15

Utility Contractors of America, Inc.
 Company
5805 CR 7700
 Address
Lubbock, Lubbock
 City, County
TX, 79424
 State Zip Code
 Telephone: (806) - 863-2642
 Fax: (806) - 863-4132
 Email: projects@ucatexas.com
FEDERAL TAX ID or SOCIAL SECURITY No.
75-2214193

M/WBE Firm:	<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
	<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

FOR CITY USE ONLY

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

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

**RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS.
 LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE RFP NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS**



March 25, 2015

Mr. Josh Kristinek, EIT
City of Lubbock
1625 13th Street
Lubbock, Texas 79457

Re: South Lubbock Sanitary Sewer Extension Phase 2 – Bid Package A
RFP No. 15-12218-PD
KHA No. 063126011

Dear Josh:

On March 18, 2015, sealed proposals were received and opened by the City of Lubbock for the referenced project. This project was advertised using the Competitive Sealed Proposals procurement method. A summary of the committee evaluation is below and the detailed committee evaluation is attached.

Contractor	Total Points After Committee Discussion
Utility Contractors of America, Inc.	94.94
S.J. Louis Construction of Texas, Ltd.	93.25
S&J Construction	89.94
Condie Construction Co., Inc.	89.68
Speies Construction Co., Inc.	84.69
Webber	84.49

Kimley-Horn and Associates, Inc. and City Staff have reviewed the sealed proposals. Based on the selection criteria set forth in the contract documents, it appears that Utility Contractors of America, Inc. is the responsible offeror providing the best value to the City for this project in the amount of \$11,919,273.80.

If you have any questions or comments, please call me at (817) 335-6511.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.
TBPE No. F-928

Aaron K Rader, P.E.

Attachment

K:\FTW_Uilities\063126011\DOC\Award Recommendation-SLSSE Ph 2 BPA RFP-15-12218-PD.doc

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

Capital Project Number: 92310
 Capital Project Name: South Lubbock Sanitary Sewer System Exp. Phase II

	Budget
<i>Encumbered/Expended</i>	
City of Lubbock Staff Time	\$ 8,967
Kimley Horn and Associates, Inc. 11259	143,600
Kimley Horn and Associates Contract 11259 Amendment 1	1,463,400
 <i>Agenda Items: April 9, 2015</i>	
Kimley Horn and Associates Contract 11259 Amendment II	1,346,000
Utility Contractors of America, Inc. Contract No. 12218	11,919,274
<i>Encumbered/Expended to Date</i>	14,881,241
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	4,118,759
<i>Remaining Appropriation</i>	4,118,759
Total Appropriation	\$ 19,000,000

Managing Department **Public Works Engineering**

Project Manager **John Turpin**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Engineering and construction of large diameter sanitary sewer mains in South and Southwest Lubbock, as recommended by the Sewer Collection System Master Plan. The areas included are south of 114th Street and west of University Avenue.

Project Justification

The project provides sanitary sewer service to newly annexed areas in South and Southwest Lubbock. With recent annexations in South and Southwest Lubbock, the sanitary sewer collection system needs to be extended to provide service.

Project History

\$2.0 million was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
 \$1.0 million was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
 \$16.0 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	1,000,000	16,000,000	0	0	0	0	0	17,000,000
Design and Engineering	2,000,000	0	0	0	0	0	0	2,000,000
Total Project Appropriation	3,000,000	16,000,000	0	0	0	0	0	19,000,000

<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 2011 Wastewater Revenue CO's	2,000,000	0	0	0	0	0	0	2,000,000
FY 2014 Wastewater Revenue CO's	1,000,000	0	0	0	0	0	0	1,000,000
FY 2015 Wastewater Revenue CO's	0	16,000,000	0	0	0	0	0	16,000,000
Total Funding Sources	3,000,000	16,000,000	0	0	0	0	0	19,000,000



Regular City Council Meeting

5. 8.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution - Stormwater: Consider a resolution authorizing the Mayor to execute Professional Services Contract 12113 with Halff Associates, Inc., for the Stormwater Master Plan, Project 8595, RFQ 15-12113-MA.

Item Summary

The City of Lubbock has not previously had an overall Stormwater Master Plan. This plan will update and is intended to build upon the previously-completed Master Drainage Plan Update (last updated 2009-10), Drainage Criteria Manual (last updated 1997), and other studies which will provide a holistic look at the City's drainage issues. The goal is to provide information on potential solutions and costs to aid City Staff in programming of smaller future Drainage Capital Improvement Projects, as well as managing ongoing development. The project is intended to provide the City with a tool to determine and prioritize potential drainage and flooding problems and develop proactive solutions for effective and efficient stormwater management.

A major component of this plan is to evaluate current development standards and practices based on the City's Drainage Criteria Manual. The intent is to ensure that future development practices prevent the need for another major storm sewer project, but the evaluation is necessary to make any needed modifications to our current standards. As City growth continues and technologies continue to evolve, staff needs to have the proper tools and criteria to guide decisions well into the future. Additionally, new technologies will be utilized to provide a rapid assessment of the entire city with new modeling techniques that will highlight the areas that need more detailed evaluation within this project. An evaluation will be made of current software products that provide the City of Lubbock with the most economical and efficient tools in order to evaluate future development and growth.

This plan will be integrated with the City's GIS platform in order to provide a more efficient review of new localized drainage analyses and reduce the amount of staff time required to research, evaluate, and respond to new inquiries. The holistic approach builds upon the previous work that has been done in other capital projects and provides a roadmap for the future regarding development practices, modeling techniques, drainage reviews, and capital project prioritization.

The following are minimum tasks to develop a holistic Stormwater Master Plan. This is not necessarily a comprehensive scope of work but a summary of major tasks associated with this effort:

1. Perform a comprehensive review of the current MDP and DCM. The City is aware of some specific changes that need to be made to both plans and would like this effort to ensure consistency with other City ordinances and regulations. In addition, the City would like recommendations on new technologies and approaches to help in the ongoing process of managing drainage analyses and development.
2. Identify changes to system watersheds, verify and update hydrologic input and storage information with updated land use and topographic data. Incorporate updated information into existing hydrologic and hydraulic models in order to use with ongoing development activities.
3. Analyze current models for impacts of revisions to system input on peak playa water surface elevations, base

flood elevations, flow depth and top width for all prescribed rainfall events.

4. Examine application and benefit of alternate modeling software(s) to model results. Provide a comparison of available modeling software.
5. Perform a High-level review of frequent flooding / drainage issues - Conduct field visits in conjunction with limited desktop assessments to allow for a rapid assessment of drainage problems throughout the entire City. Update flood mapping using revised model information, integrating results into GIS system components. Compare model results and revised mapping to existing data, identify and confirm any changes to flow rates, depths, water surface elevations, and floodplain limits.
6. Perform a detailed study of the highest priority areas identified in high-level review, assess problem severity and establish improvement priorities. Compile this information into a format that may be used by the City of Lubbock in daily operations, to track existing and developing flooding issues and to manage CIP program.
7. Identify and rank proposed drainage capital improvement projects within each of the City's different drainage systems based on an approved ranking criteria. Prepare Drainage CIP total budget estimates for proposed improvements which may include studies, engineering design, and construction cost. Prepare a GIS Database that organizes the ranked Drainage CIPs so that they can be stored, recalled, and addressed over a specific time period.

Three engineering firms submitted Statements of Qualification to the City of Lubbock for engineering services for the Stormwater Master Plan. These firms are:

Halff Associates, Inc. – Fort Worth, Texas
Lockwood, Andrews & Newnam, Inc, – Houston, Texas
Parkhill Smith and Cooper– Lubbock, Texas

The evaluation committee independently reviewed the Statements of Qualification based on the criteria listed in the RFQ. Those criteria and relative importance are summarized as follows:

1. Project Personnel and Team Organization (20%).
2. Past Project Experience (30%).
3. Quality Management Program (10%)
4. Project Approach (35%).
5. Overall Responsiveness to the RFQ (5%).

The individual committee scores based on the evaluation criteria ranked Halff Associates, Inc. first with an average score of 464.5; Lockwood, Andrews & Newnam, Inc. second with an average score of 440.5; Parkhill, Smith and Cooper third with an average score of 353.5. After the committee discussions and the significant spread in the scores, it was decided to pursue oral presentations with only the top two ranked firms. After oral presentations and further committee discussions, Halff Associates, Inc. was ranked first overall.

The committee recommends that the contract be awarded to Halff Associates, Inc. for a not to exceed amount of \$500,000 for Phase 1.

Fiscal Impact

\$500,000 is appropriated in Capital Project 8595, Stormwater Master Plan, with \$500,000 available for this purpose.

Staff/Board Recommending

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

Attachments

Resolution

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 Stormwater Master Plan, by and between the City of Lubbock and Halff Associates, Inc., and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

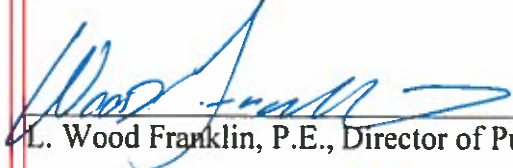
Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



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



Michael G. Keenum, P.E., Stormwater Engineer

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

RES.PSC-Halff Associates, Inc 3.25.15

PROFESSIONAL SERVICES CONTRACT (Task Order Basis)

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 Halff Associates, Inc., a Texas corporation authorized to conduct business in Texas ("ENGINEER").

WITNESSETH

WHEREAS, the City desires to obtain professional engineering services related to the Stormwater Master Plan (the "Activities" or "Project" which is described in Exhibit "A"); and

WHEREAS, the City shall request such professional engineering services, and ENGINEER shall perform said services on a Task Order Basis, and

WHEREAS, the City, from time to time, will request that CONSULTANT provide professional services for specific tasks or projects, which shall be defined and described in a written request from City, and each such engagement will be documented by a uniquely numbered or described Task Order.

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 and this Agreement shall set forth the general terms and conditions which shall apply to all Task Orders duly executed under this Agreement.

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 1279 days. If the Engineer determines that additional time is required to complete the Services, or comply with the schedule identified in a particular Task Order, 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 provide professional services related to the activities 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 Exhibit "A", an amount to not exceed the sum of Five (5) Hundred Thousand and 00/100s (\$500,000). Compensation for the Services will follow the rate schedule as provided in Exhibit "B", attached hereto (the "Rate Schedule").

C. ENGINEER shall prepare Task Orders with specific activities, within such timeframes, and within the specified compensation as set forth on Exhibit "D", attached hereto (the "Sample Task Order").

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. In no event shall the amount paid by the City exceed the amount set forth in Article II, Section B.

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

ARTICLE IV. NON - ARBITRATION

The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this Agreement, 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 is familiar with all laws, rules, and regulations, both state and federal, including, without limitation the applicable laws, regarding the Activities contemplated hereby.

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

F. Use of Copyrighted Material. ENGINEER warrants that any materials provided by ENGINEER for use by City pursuant to this Contract shall not contain any proprietary material owned by any other party that is protected under the Copyright Act or any other law, statute, rule, order, regulation, ordinance or contractual obligation relating to the use or reproduction of materials. ENGINEER shall be solely responsible for ensuring that any materials provided by ENGINEER pursuant to this Contract

satisfy this requirement and ENGINEER agrees to indemnify and hold City harmless from all liability or loss caused to City or to which City is exposed on account of ENGINEER's failure to perform this duty.

ARTICLE VI. SCOPE OF WORK

ENGINEER shall accomplish the following: Professional Engineering Services related to the Services, as provided in Exhibit "A" and the specific scopes of work associated with executed task orders in Exhibit "D", attached hereto and made a part hereof.

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 sub-consultants, will not be considered, for any purpose, employees or agents of the City within the meaning or the application of any federal, state or local law or regulation, including without limitation, laws, rules or regulations regarding or related to unemployment insurance, old age benefits, workers compensation, labor, personal injury or taxes of any kind.

ARTICLE VIII. INSURANCE

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 sub-consultant 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. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Per Occurrence Single Limit: \$1,000,000

General Aggregate Limit: \$2,000,000

Professional Liability:

Combined Single Limit: \$1,000,000

Automobile Liability:

Combined Single Limit for any auto: \$1,000,000 Per Occurrence

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

The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy shall be included in the Certificate. ENGINEER shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, ENGINEER shall maintain said coverage throughout the term of this Agreement and shall comply with all provisions of Title 5 of the Texas Labor Code to ensure that the ENGINEER maintains said coverage. The ENGINEER may maintain Occupational Accident and Disability Insurance in lieu of Worker's Compensation. In either event, the policy must be endorsed to include a waiver of subrogation in favor of the City. If at any time during the life of the Agreement or any extension hereof, ENGINEER fails to maintain the required insurance in full force and effect, ENGINEER shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

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

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

ENGINEER may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of ENGINEER, as set forth on Exhibit "A", attached hereto, under this Contract, provided that City approves the retaining of Sub-consultants. 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 Sub-consultant. Any agent and/or Sub-consultant 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 required to be carried by ENGINEER 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 OR OCCUPATION OF CITY OWNED PROPERTY. THE INDEMNITY OBLIGATION PROVIDED HEREIN SHALL SURVIVE THE EXPIRATION OR TERMINATION OF THIS AGREEMENT.

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

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:

Half Associates, Inc.
Attn: Erin Atkinson, PE, CFM, GISP
4000 Fossil Creek Blvd.
Fort Worth, TX 76137
Telephone: (817) 847-1422
Facsimile: (817) 232-9784

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

City of Lubbock
Attn: Michael G. Keenum, PE, CFM
P.O. Box 2000
1625 13th Street
Lubbock, Texas 79457
Telephone: (806) 775-2393
Facsimile: (806) 775-3074

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

ARTICLE XIV. CITY-PROVIDED DATA AND RESPONSIBILITIES

A. Provision of Data. City shall furnish 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.

B. City's Responsibilities. The City is responsible for the matters as provided in Exhibit "C", attached hereto (the "City Responsibilities").

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 circumstance, the remainder of this Contract and the application of such provision to persons and/or circumstances other than those with respect to which it is held invalid or ineffective shall not be affected thereby.

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

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

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

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

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

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

N. Non-Appropriation. All funds for payment by the City under this Contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the 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 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 ENGINEER 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

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

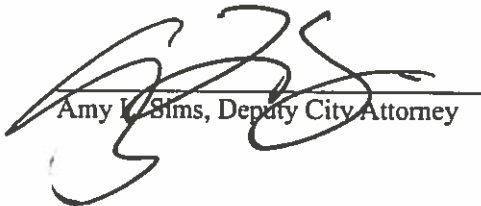


L. Wood Franklin, P.E., Director of Public Works



Michael G. Keenum, P.E, Stormwater Engineer

APPROVED AS TO FORM:



Amy K. Sims, Deputy City Attorney

HALFF ASSOCIATES, INC.

By: 

Name: Erin Atkinson, PE, CFM, GISP

Title: Vice President

Exhibit “A”
City of Lubbock
Stormwater Master Plan
Services

The services to be performed under this Contract are divided into the following activities identified in general as follows:

1. Program Management
2. Drainage Criteria Manual and Ordinances
3. Stormwater Modeling
4. Capital Improvement Planning

1 – Program Management: This activity of the Contract shall include, but is not limited to, services required for overall project management and stormwater program initiatives. Prepare general project communications plan, public outreach, scheduling/invoicing, status meetings, external stakeholder coordination, project quality assurance, and other tasks necessary to manage the overall project. Assist the City on tasks associated with the Federal Emergency Management Agency (FEMA) Community Rating System (CRS), alternate funding sources, development review processes, stormwater regulatory data improvements, and stormwater data and infrastructure maintenance planning.

2 – Drainage Criteria Manual and Ordinance: This activity of the Contract shall include, but is not limited to, services required for review and updates to the City’s Drainage Criteria Manual and Ordinances. Review current Master Drainage Plan and Drainage Criteria Manual and provide recommendations on new technologies and approaches to help in the ongoing process of managing drainage analysis and development. Provide assistance to the City with implementation of recommendations and long-term policy planning.

3 – Stormwater Modeling: This activity of the Contract shall include, but is not limited to, services related to stormwater modeling. Develop a GIS based stormwater model inventory. Update hydrologic and hydraulic data to represent recent development for existing models. Analyze current models for impacts of revisions to system input on peak playa water surface elevations, base flood elevations, flow depth and top width for all prescribed rainfall events. Examine application and benefit of alternate modeling software(s) to model results and provide comparisons of available modeling software. Perform detailed studies of prioritized areas, assess the severity of flood risks and inform improvement priorities. Develop stormwater modeling guidance documentation and workflows.

4 – Capital Improvement Planning: This task of the Contract shall include, but is not limited to, services related to capital improvement project planning and development. Perform a High-level review of frequent flooding / drainage issues. Conduct field visits in conjunction with limited desktop assessments

to allow for a rapid assessment of drainage problems throughout the City. Assist the City to identify and rank proposed drainage capital improvement projects within each of the City's playa and drainage systems based on an approved ranking criteria. Prepare Drainage CIP total budget estimates for proposed improvements which may include studies, engineering design, and construction cost. Prepare a GIS Database that organizes the ranked Drainage CIPs so that they can be stored, recalled, and addressed over a specific time period. Compile drainage complaints and modeling results into a format that may be used by the City in daily operations to track existing and developing flooding issues and to manage the CIP program.

Exhibit "B"
City of Lubbock
Stormwater Master Plan
Rate Schedule

Rate Category	Hourly Rate (\$/hr)		
	Min		Max
Principal In Charge (PIC)	\$290		\$390
ENGINEER 8	\$250		\$290
ENGINEER 7	\$210		\$250
ENGINEER 6	\$185		\$210
ENGINEER 5	\$160		\$185
ENGINEER 4	\$140		\$160
ENGINEER 3	\$125		\$140
ENGINEER 2	\$110		\$125
ENGINEER 1	\$90		\$110
GIS 5	\$140		\$160
GIS 4	\$120		\$140
GIS 3	\$100		\$120
GIS 2	\$80		\$100
GIS 1	\$65		\$80
CAD 3	\$100		\$125
CAD 2	\$75		\$100
CAD 1	\$50		\$75
SURVEYOR 4	\$145		\$160
SURVEYOR 3	\$110		\$145
SURVEYOR 2	\$90		\$110
SURVEYOR 1	\$75		\$90
SURVEY CREW (2 or 3 MAN)	\$155		\$175
IT DEV 4	\$135		\$150
IT DEV 3	\$115		\$135
IT DEV 2	\$95		\$115
IT DEV 1	\$80		\$95
ADMIN 5	\$125		\$150
ADMIN 4	\$100		\$125
ADMIN 3	\$85		\$100
ADMIN 2	\$65		\$85
ADMIN 1	\$50		\$65
INTERN	\$45		\$55

Unit Description	Unit Code	Unit of Measure	\$ per Unit
REPRODUCTION			
Binding Booklets	BINDBK	Per Set	\$5.00
Binding Plans	BINDPL	Per Set	\$5.00
Blacklines	BLUEPR	Per Each	\$1.00
Copies and Scans – Legal and Letter / B&W	COPY1	Per Sheet	\$0.10
Copies and Scans – Oversize (11x17) / B&W	COPY2	Per Sheet	\$0.20
Copies and Scans – Legal and Letter / Color	COPY3	Per Sheet	\$0.75
Copies and Scans – Oversize (11x17) / Color	COPY4	Per Sheet	\$1.50
Foam Core Mount	FCMNT	Per Sq Ft	\$4.00
Plots – Full Size / B&W	PLOT1	Per Plot	\$1.00
Plots – Full Size / Color	PLOT2	Per Plot	\$15.00
Plots – Color – Sq Ft	PLTCSF	Per Sq Ft	\$2.50
Plots – B&W – Sq Ft	PLTBSF	Per Sq Ft	\$0.15
OTHER			
Burn CD / DVD	CD	Per Each	\$10.00
Delivery / Courier Out of Area	DELIV2	Per Delivery	\$40.00
Web Based Application Server Hosting	ITHOST	Per Month	\$250.00
Travel Per Diem for Day Trip	TRAVEL1	Per Person	\$500.00
Travel Per Diem for Overnight Trip	TRAVEL2	Per Person	\$675.00
Unit Based Miles for eExpense	EMILES	Per Mile	\$0.575 *
Postage	POSTGE	Per Ounce	\$0.49 **

* or current IRS rate

** or current USPS rate

Exhibit “C”
City of Lubbock
Stormwater Master Plan
City Responsibilities

The services to be performed by the City under this Contract are summarized as follows:

1. Attend Kick-Off and Status meetings to provide direction and feedback to the ENGINEER regarding deliverables.
2. Provide review of deliverables, as specified in each task order, and comments as needed.
3. Provide access to City Staff for coordination on Public Outreach strategies and goals.
4. Participate in visioning sessions to outline City goals and objectives for the overall Stormwater Department and how the Master Plan can support those goals.
5. Provide copies of the most current ordinances, manuals, and master drainage plan documents.
6. Provide digital copies of past studies, reports, master drainage plans, and related flooding and stormwater data from the City staff for the entire City.
7. Provide historical flood data documentation, photos, and account.
8. Provide rain gauge data collected at local fire stations and other City owned facilities, if applicable.
9. Provide access to City Staff, inspectors, and maintenance crews for interviews regarding known stormwater flooding, erosion, or water quality problems in the City.
10. Provide right-of-entry for ENGINEER to complete necessary field inspections of stormwater facilities and known flooding areas.
11. Provide access as needed to digital copies of all City owned stormwater digital data including GIS Shapefiles, aerial photos, LiDAR, etc.
12. Provide access to digital copies and hardcopies of all drainage complaints.

Exhibit "D"

City of Lubbock

Stormwater Master Plan

Sample Task Order

This Task Order is made as of _____, 2015, under the terms and conditions established in the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between the City of Lubbock, Texas (City) and Half Associates, Inc. (ENGINEER), dated _____ (the Agreement). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

[Task Order Description].

Section A. - Scope of Services

ENGINEER shall perform the following Services:

The services performed by ENGINEER are described in Attachment ___ to this Task Order # ___ and fully incorporated herein.

Section B. - Schedule

ENGINEER shall perform the Services and deliver the related Documents (if any) according to the following schedule:

Section C. - Compensation

In return for the performance of the foregoing obligations, City agrees to pay to ENGINEER the amount of \$ _____, payable in accordance with the Professional Services Contract (Task Order Basis) and Attachment ___ to this Task Order # ____.

Section D. - City's Responsibilities

In addition to the list of activities contained in Exhibit "C" of the Professional Services Contract (Task Order Basis), the City shall perform and/or provide the following:

This task order does not waive the parties' responsibilities and obligations provided under the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between City and ENGINEER.

IN WITNESS WHEREOF, City and ENGINEER have executed this Task Order.

City of Lubbock, Texas
(City)

Half Associates, Inc.
(ENGINEER)

Signature _____

Signature _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

Exhibit "D1"
City of Lubbock
Stormwater Master Plan
Task Order #1

This Task Order is made as of _____, 2015, under the terms and conditions established in the PROFESSIONAL SERVICES CONTRACT (Task Order Basis) between the City of Lubbock, Texas (City) and Half Associates, Inc. (ENGINEER), dated _____ (the Agreement). This Task Order is made for the following purpose, consistent with the Project defined in the Agreement:

Task Order 1 will initiate the planning phase of the City of Lubbock Stormwater Master Plan. The consultant will assist the City with Program Management visioning, Drainage Criteria Manual reviews and recommended updates, modeling inventory and sensitivity analysis, and Capital Improvement Planning through rapid assessment and inventory of drainage concerns.

Section A. - Scope of Services

ENGINEER shall perform the following Services:

The services performed by ENGINEER are described in Attachment D1A to this Task Order # 1 and fully incorporated herein.

Section B. - Schedule

ENGINEER shall perform the Services and deliver the related Documents (if any) according to the following schedule:

The schedule of services performed by ENGINEER is presented in Attachment D1B to this Task Order # 1 and fully incorporated herein.

Section C. - Compensation

In return for the performance of the foregoing obligations, City agrees to pay to ENGINEER the amount of \$ 324,864 , payable in accordance with the Professional Services Contract (Task Order Basis) and Attachment DIA to this Task Order # 1 .

Task/Description	Estimated Budget
1. Program Management 1.1. Project Management 1.2. Program Management Tools 1.3. Public Outreach Strategy 1.4. Visioning	\$80,132
2. DCM and Ordinance 2.1. Initial Review 2.2. Benchmarking 2.3. Recommended Updates	\$31,484
3. Stormwater Modeling 3.1. Develop Model Inventory 3.2. Evaluation of Hydrologic Parameters	\$109,820
4. Capital Improvement Planning 4.1. Identify Stormwater Hot Spots 4.2. Perform Rapid Assessment 4.3. Drainage Complaint GIS Database 4.4. CIP Development	\$103,428
Total Estimated Fee	\$324,864

Section D. - City's Responsibilities

In addition to the list of activities contained in Exhibit "C" of the Professional Services Contract (Task Order Basis), the City shall perform and/or provide the following:

No additional activities to Exhibit C are required Task Order #1.

Exhibit "D1A"
City of Lubbock
Stormwater Master Plan
Task Order #1
Scope of Work

1. PROGRAM MANAGEMENT

1.1 Project Management

1.1.1 Administration

ENGINEER shall prepare and monitor schedule of work activities. Perform internal project control procedures on a monthly basis including schedule and budget control, quality control review, and monthly progress reports.

1.1.2 Meetings

A project kick-off meeting will be held with all team members at the beginning of the project followed by a visioning discussion associated with Task 1.4. Subsequent project status meetings will be held with designated team members based on the current tasks being completed. Meeting minutes will be documented and distributed throughout the project.

The Halff Program Manager shall conduct the project status meetings with the City's staff on a regular basis, approximately every four to six (4 to 6) weeks depending on the current tasks being performed, or at the request of the City. The project status meetings will:

1. Summarize previous work completed.
2. Outline and coordinate upcoming work tasks.
3. Receive comments and questions from City staff.
4. Document any project issues.

Meetings will be held at significant project milestones with written documentation of each meeting provided. Correspondence and informal meetings will also be conducted on an as needed basis. In addition to the meeting minutes, all milestones and major decisions that require City approval will be tracked in a project decision and approval log. Meetings will be conducted in person or through web-conferencing with team members. ENGINEER will meet with the City up to six (6) times as part of the project management. Meetings associated with other project tasks will be coordinated with the project management meetings to the extent possible. Additional meetings, held via conference call or web-conferencing can be held as needed.

Deliverable: Six (6) on-site meetings to discuss project status.

1.1.3 Invoicing

ENGINEER will prepare monthly invoicing and work closely with the City on these submittals.

1.1.4 Internal Halff Team Meetings

ENGINEER will meet bi-weekly with internal team members throughout the project and also communicate via web-conferencing as needed.

1.1.5 Quality Management Plan and Quality Assurance / Quality Control

ENGINEER will develop a Quality Management Plan that will include the standard level of quality and the procedural framework for controlling major tasks in this task order and major tasks for Modeling, DCM/Ordinance Revisions, and Capital Improvement Planning anticipated in future modeling phases.

Deliverable: Provide memorandum with Quality Management Plan and Forms.

1.2 Program Management Tools

Based on project goals and visioning, Halff will develop web-based project management tools.

Halff will coordinate with the City to setup a Microsoft SharePoint site for the Stormwater Master Plan to share files and collaborate on document edits. The site will be established for internal team use and City staff with login credentials. The GIS database that will be developed during the course of the Stormwater Master Plan will also be hosted through a secured web map site and the Halff GIS IOS application.

Deliverable: SharePoint site and web-based GIS project management tools.

1.3 Public Outreach Strategy

ENGINEER will develop a strategy for Public Outreach. Tasks will include:

- 1) Develop alternatives to compile and analyze City Department feedback. Provide recommendation of preferred alternative;
- 2) Develop alternatives to compile and analyze Citizen/Stakeholder feedback. Provide recommendation of preferred alternative;
- 3) Develop a clear and consistent program message;
- 4) Develop alternatives for public outreach, including but not limited to, communication through print and electronic means, and public outreach meetings;
- 5) Identify polling/citizen survey firms and review their proposed scope of work for polling activities;
- 6) Establish baseline of public opinion/perception and identify methods to measure changes of opinion/perception over the life of the project; and
- 7) Prepare summary memorandum.

Deliverable: Memorandum with Public Outreach Strategy.

1.4 Visioning

- 1) ENGINEER will facilitate a visioning session with City staff and key stakeholders from other city departments to refine the short-term goals and long-term vision for the City Stormwater Program.
- 2) This task will consist of two (2) meeting with City staff to establish the framework for the City Stormwater Program going forward and prioritize future phases and task orders.

- 3) ENGINEER will prepare meeting agenda and coordinate with the City to select attendees.
- 4) ENGINEER will prepare meeting minutes and record action items to be distributed to attendees and key City staff.

Deliverable: Memorandum summarizing the established goals and initiatives for the City Stormwater Program updates. Two (2) meetings to discuss visioning.

2. DRAINAGE CRITERIA MANUAL AND ORDINANCE UPDATES

2.1 Initial Review

- 1) ENGINEER will prepare a detailed review of the current Drainage Criteria Manual documentation and all City stormwater-related ordinances and design criteria, including the Subdivision Ordinance and Lakes, Waterways, and Floodplains Ordinance.
- 2) ENGINEER will attempt to identify areas of discrepancy between the written policies and criteria of the City and the actual enforced regulations.
- 3) ENGINEER will meet with City staff. Meeting is intended to allow City staff to identify any written policies or criteria that limits the City's ability to effectively regulate development as intended. ENGINEER will discuss with the City any new policies that could include new data submittal requirements to assist the City with new development review procedures.

Deliverable: One (1) meeting to discuss results of review and one (1) memorandum summarizing the results of the review

2.2 Benchmarking

Based on Feedback from the City during the initial review and visioning sessions, ENGINEER will develop a list of benchmark cities and perform the following tasks:

- 1) Identify and research no more than five (5) Texas cities including special drainage districts and no more than two (2) national cities regarding their Stormwater Ordinances and Drainage Criteria Manuals for "benchmarking" exercises.
- 2) Research MS4 Permits that have implemented post-construction and interim bacteria reduction plan (IBRP) measures.
- 3) Provide summary table of key benchmarks, metrics, baseline conditions and/or strategies from the surveyed ordinances and manuals.
- 4) Obtain readily available government-related information on rules, laws, policies, that should be included in the revamped stormwater ordinance (i.e. EPA rules, changes in NFIP, Corps' permit policies, etc.).
- 5) Prepare comparison of current Stormwater-related ordinances content with the "best, most innovative and practical" ordinances from the benchmarking exercise.
- 6) Provide a final summary of benchmark results to the City.
- 7) Obtain feedback from the City in the form of a brief meeting with the City staff or by a letter of recommendation on path-forward ideas from the benchmark exercises.

Deliverable: Benchmark Cities, Summary of Benchmark Criteria, Benchmark Comparisons, and Final Summary. One (1) meeting to discuss.

2.3 Recommend Updates

Based on the initial review, benchmarking exercise, visioning session, sensitivity analysis and City feedback, ENGINEER will prepare draft updates to Stormwater-related Ordinances and Drainage Criteria for City consideration. The draft revisions will be limited to short-policy updates. Revisions will not include significant reformatting or re-organization. This task will not include public outreach or stakeholders' meetings.

Recommended updates will consider results from Task 3.2 Evaluation of Hydrologic Parameters and Rainfall Data.

Meet with the City to discuss recommended updates and establish short-term and long-term policy updates. Based on meeting, ENGINEER will prepare final memorandum.

Deliverable: Draft ordinance/criteria updates and memorandum summarizing the short-term and long-term policy updates. One (1) meeting to discuss.

3. MODELING

3.1 Develop model inventory

ENGINEER will collect past studies and reports, master drainage plans, and related flooding and stormwater data from the City staff for the entire City. ENGINEER will work with the City to design a comprehensive geodatabase for storing existing and future study information that is easily accessible from desktop and browser based applications. For the selected playa lake system, ENGINEER will prepare a complete model inventory and develop a list of criteria that will be used to evaluate and document the source and assumptions associated with all the collected models in the system. Model inventory will include date of model, terrain source, model assumptions, datums, etc. The inventory will include an established process and workflow for documenting other playa systems and integrating the supporting data with the ArcGIS database to expedite future model research and regulatory data references.

3.1.1 Research and Data Collection

- 1) Compile existing study, master drainage plan, and drainage report data
- 2) Inventory the collected data and document data formats (GIS, CAD, Excel, etc.) and modeling software used
- 3) When possible, document the scope and purpose of each study and report.

3.1.2 Design Inventory GIS Database

- 1) Review inventory of collected data, determine required GIS feature classes, attribute fields, and valid value domain lists
- 2) Prepare draft database design and present to the City
- 3) Address the City's comments and build the initial geodatabase using System C from the 2010 MDP as the case study.

3.1.3 Documentation and Training

- 1) Prepare geodatabase documentation
- 2) Develop workflow for incorporating additional data to the inventory

- 3) Demonstrate to the City how to use the database through the desktop GIS and web map environments

Deliverable: ArcGIS Database and workflow for documentation of model inventory research. Database will be populated with the results of the model inventory for the selected playa lake system.

3.2 Evaluation of Hydrologic Parameters and Rainfall Data

The research and evaluation of hydrologic parameters in the City's Drainage Criteria Manual to determine whether changes are needed to more accurately represent the City's rainfall probabilities and geophysical conditions for undeveloped and developed areas. Parameters will be evaluated to determine the impact to regulatory data.

3.2.1 Hydrologic Data Research

- 1) Compile and research published data and reports related to hydrologic parameters and rainfall data in the West Texas region. Hydrologic parameters researched will include curve numbers, impervious percentages, time of concentration, unit hydrograph methods, rainfall depths, rainfall durations, and rainfall distributions. Determine recommendations for hydrologic parameters that will be evaluated for updates and the range of variance for the parameter evaluations.
- 2) City will provide available records of historical rainfall events, flood photos, high water marks, rainfall gauges, or other relevant flood event data. ENGINEER will also utilize provided data and staff interviews from Task 4.1 Identification of Stormwater Hot Spots.
- 3) ENGINEER will compile readily available flood photos, field reports, and other historical flood data available internally and from previous projects.

Deliverable: Memorandum referencing relevant published data and reports and hydrologic parameter ranges for evaluations

3.2.2 Historical Event Simulations

Select up to three (3) playa lakes, with input from the City, for evaluation and sensitivity analysis. Run selected range of hydrologic parameters to determine incremental impacts on regulatory data.

- 1) City will provide existing HEC-HMS and HEC-RAS models for selected playa lakes. Lakes will include a combination of undeveloped and developed landuse.
- 2) ENGINEER will acquire historical rainfall data from City gauges and calibrated radar data to assist in the simulation of up to three (3) historical flooding events.
- 3) ENGINEER will execute historical flooding simulations using the original Master Drainage Plan modeling software packages, updated to the most current version of the software.
- 4) Calibrate hydrologic parameters based on historical simulations and recorded playa lake depths.
- 5) ENGINEER will evaluate the feasibility of a continuous simulation model to analyze playa hydrology and hydraulics for the entire historical rainfall record duration. This evaluation will include recommendations for tracking future flood event data to facilitate calibration efforts and model refinement.

3.2.3 Sensitivity Analysis

Utilizing the same three (3) playa lakes from the Historical Event Simulations, run selected range of hydrologic parameters from Task 3.2.1 Hydrologic Data Research memorandum to determine incremental impacts on regulatory data.

- 1) ENGINEER will evaluate playa lakes based on selected hydrologic parameter updates.
- 2) ENGINEER will incrementally vary the selected hydrologic parameters and rainfall data and record impacts to regulatory data.

3.2.4 Report and Documentation

- 1) Compile results and comparisons into a memorandum that includes relevant backup data and recommendations for hydrologic parameters and rainfall data updates. Recommendations will be considered as part of the Drainage Criteria Manual updates in Task 2.3.
- 2) ENGINEER will conduct up to two (2) meetings with the City to discuss preliminary and final results prior to the finalizing the memorandum.

Deliverable: Summary memorandum with tables, figures, and report descriptions showing results of historical event simulations, calibrations, and sensitivity analysis. Memorandum will include recommendations for Drainage Criteria Manual updates for hydrologic parameters. Two (2) meetings to discuss.

4. CAPITAL IMPROVEMENT PLANNING

4.1 Identify Stormwater Hot Spots

4.1.1 Staff Interviews

- 1) ENGINEER will interview City staff to identify known flood, erosion, or water quality potential problems or concerns such as flooding damage, road overtopping, major erosion concerns and damage to City infrastructure
- 2) CITY staff includes Stormwater department employees, Stormwater inspectors, and Streets Department maintenance crews.
- 3) Information collected during interviews includes but is not limited to location and frequency of high water road closures, location and frequency of maintenance actions, location and frequency of high water assistance to residential or commercial facilities, routine channel and/or playa maintenance, and routine storm drain maintenance, estimated cost of damaged facilities and/or cost of routine maintenance for cost/benefit analysis.

4.1.2 Collect Data

- 1) ENGINEER will review City work order system for reported issues related to flooding, ponded water, or erosion.
- 2) ENGINEER will review previous studies and identify recommended improvements that have not been constructed to date. Prepare summary of return-event capacity by system from previous studies.
- 3) ENGINEER will document the results of the interviews and data collection.

4.1.3 Perform Field Visits

- 1) Perform field visits of local problem areas documenting with photographs, sketches, and video existing stormwater infrastructure of these areas.
- 2) Perform drive through field visits along City streets to field verify presence of above ground features of the developed stormwater pipe network noting missing or new features. If new features are located, ENGINEER will request City to provide a copy of as-built plans for these systems or field surveys can be accomplished as Additional Service or in future phases of the Project.

Deliverable: Summary memorandum documenting the identified stormwater hot spots. Three (3) days for field visits, two (2) with City staff.

4.2 Perform Rapid Assessment

Perform a rapid assessment desktop analysis for the City of Lubbock and ETJ as a screening tool to identify flooding hot spots and ponding locations within the playa systems. Analysis will be performed using InfoWorks ICM and the City will be divided into a maximum of eight (8) analysis areas. The analysis areas will follow playa system boundaries, but some system will be combined to optimize the rapid assessment effort. ENGINEER will utilize the following data and methodology in executing desktop analyses:

- 1) Existing conditions land use assumptions from inspection of aerial photography provided by City and impervious area delineations developed during the Storm Water Utility Fee project;
- 2) Infiltration parameters will be defined using initial and constant loss methodology;
- 3) Existing 1-foot LiDAR topographic information provided by City will be used to create a ground surface mesh. Triangle size will be adjusted to provide adequate resolution without breaklines;
- 4) Buildings will be represented within the mesh based on high Manning's n values or building footprints based on existing GIS information;
- 5) Manning's n values for hydraulic roughness will be based on existing GIS landuse datasets;
- 6) Define and adjust rainfall hyetograph to account for storage within the stormwater pipe system;
- 7) All playa systems within the City and ETJ will be analyzed but models will be separated to allow for greater detail within hydraulic mesh. Some playa systems may be combined where possible based on the level of development and detail required;
- 8) Execute "rain on mesh" simulation for City and ETJ utilizing 2-year and 10-year return events with a 24-hour storm duration;
- 9) Initial conditions for playas and playa overflow paths will be based on the elevations represented by the LiDAR.
- 10) Delineate areas of flooding hot spots and ponding locations during each storm event.

Deliverable: Preliminary inundation mapping and digital data output including ponding areas, flow accumulation grids, terrain based watershed delineations, and other ArcHydro output files. Two (2) meetings to discuss modeling process and results.

4.3 Drainage Complaint GIS Database

4.3.1 Create GIS Database

- 1) Design a complaint geodatabase based on the identified problems resulting from staff, citizens, field work, previous reports, hot spot identification and the rapid assessment analysis. This geodatabase will be designed in coordination with the model inventory geodatabase.

4.3.2 Populate GIS Database

- 1) Identified problems resulting from staff, citizens, field work, previous reports, hot spot identification and the rapid assessment analysis will be imported into the geodatabase.
- 2) Using GIS spatial analysis tools, perform a comparison of complaint and maintenance areas with identified ponding areas from rapid assessment analysis.
- 3) Recommendations for updates and processes for maintaining this geodatabase will be provided.

Deliverable: ArcGIS geodatabase and workflow document to track future drainage complaints. Two (2) meetings to discuss.

4.4 Stormwater Project Screening Report

- 1) Meet with City to discuss findings and comparison for identification of Top 10 Hot Spots across the City. Identify areas of immediate concern for possible creation of needed drainage CIP projects in advance of Stormwater Master Plan completion.
- 2) ENGINEER will prepare a Stormwater Project Screening Report that includes the Top 10 Hot Spot area descriptions, preliminary evaluation methodology and results, conceptual improvement alternatives (excluding detailed analysis, modeling or calculation), exhibits and order-of-magnitude construction cost.
- 3) Any projects identified for immediate CIP will be ranked for priority of design and construction.
- 4) ENGINEER will develop and deliver two (2) hard copies of the draft project screening report.
- 5) ENGINEER will receive and incorporate City comments to the draft project screening report.
- 6) ENGINEER will develop and deliver two (2) hard copies of the final project screening report, along with electronic files of the reports, models, exhibits, and GIS data.

Deliverable: Report that includes relevant descriptions, tables, backup data, and figures to summarize effort and results of Tasks 4.1 – 4.3. Two (2) meetings to discuss.

4.5 Capital Improvements Program Development

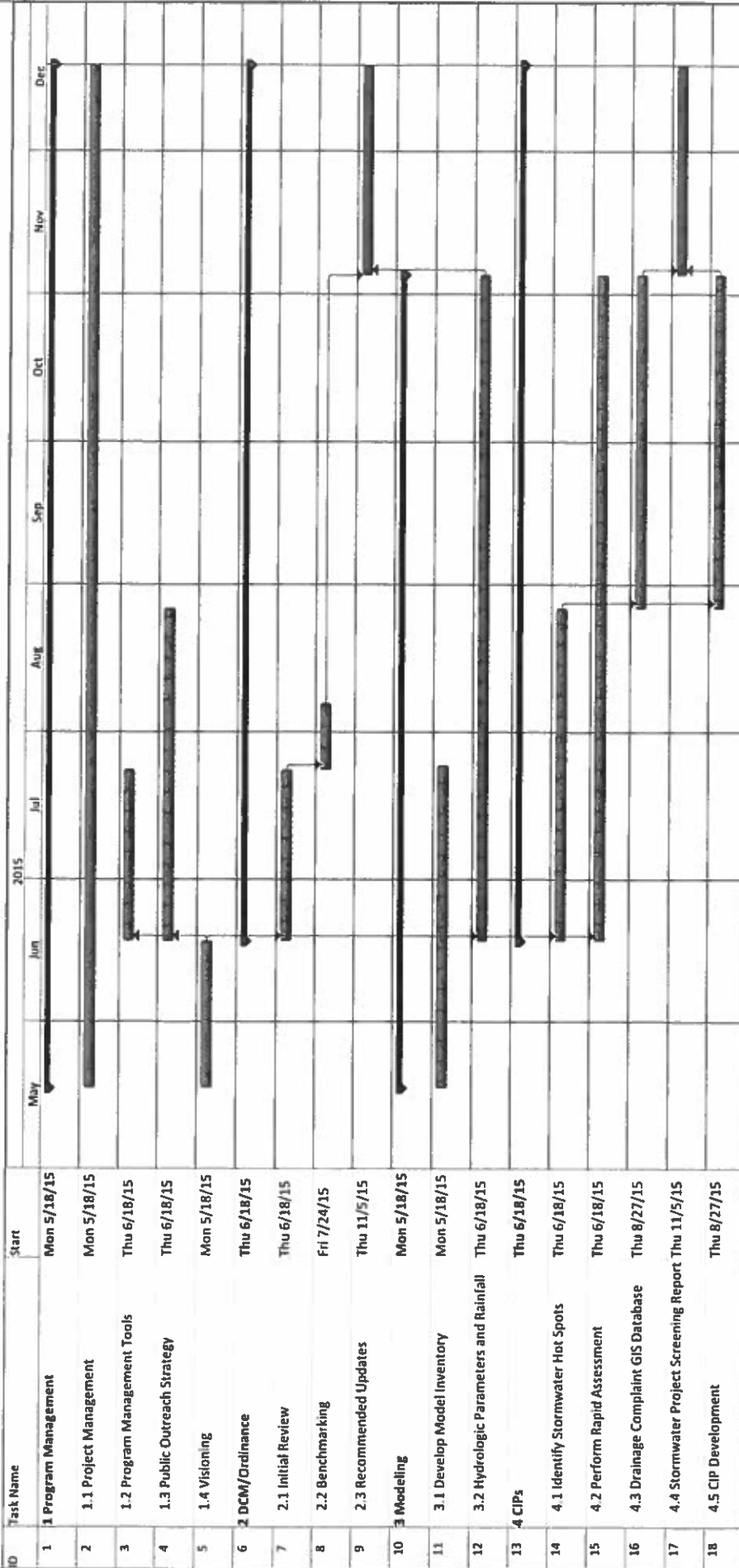
- 1) ENGINEER will meet with City Staff (Stormwater Engineering Department) to discuss community priorities for Stormwater system function, services, future goals and needed improvements. ENGINEER will provide a list of commonly identified criteria for prioritizing CIP projects. Criteria may include, but is not limited to, geographic location, construction cost, economic development consideration, depth of roadway overtopping, business interruption, life safety, structure inundation and property inundation.
- 2) Identified criteria will be ranked using a Pairwise Analysis process to provide a relative weight to each criteria category.
- 3) ENGINEER will coordinate with City to adjust the ranking procedures to conform to City specific requirements and gain staff input.

- 4) Upon determination of proposed improvement projects (future phase), ENGINEER will evaluate each project on a scale of 1 – 5 for each identified criteria. Resulting numerical ranking of projects will be documented. A one-page summary of each project will be generated for use in presenting selected projects to stakeholders, constituents, elected officials and the general public.
- 5) ENGINEER will finalize list of projects that are ranked on a City-wide basis. ENGINEER will coordinate with City staff to discuss potential mechanisms to fund projects and to recommend a timing of expected project implementation, based on the City supplied funding schedule for proposed projects.
- 6) ENGINEER will prepare a Stormwater CIP Summary Report that includes identified problem area descriptions, preliminary evaluation methodology and results, CIP ranking procedures and results, problem areas selected for detailed study, proposed CIP alternatives, exhibits and opinions of probable construction cost.

Deliverable: Prioritization criteria database. Three (3) meetings to discuss the CIP development process. Initial CIP report.

EXHIBIT D.18 SCHEDULE

CITY OF LUBBOCK
STORMWATER MASTER PLAN

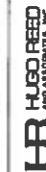


Thu 3/19/15

Task

Milestone

Summary



**Capital Project
Project Cost Detail**

Capital Project Number:	8595	
Capital Project Name:	Stormwater Master Plan	

	<u>Budget</u>
<i>Encumbered/Expended</i>	-
Administrative Charges	-
<i>Agenda Item April 9, 2015</i>	
Professional Services Contract with Halff & Associates, Inc	324,864
<i>Encumbered/Expended To Date</i>	<u>\$ 324,864</u>
<i>Estimated Costs for Remaining Appropriation</i>	
Future Work	175,136
<i>Remaining Appropriation</i>	<u>175,136</u>
Total Appropriation	<u><u>\$ 500,000</u></u>



Regular City Council Meeting

5. 9.

Meeting Date: 04/09/2015

Information

Agenda Item

Ordinance 2nd Reading – Right-of-Way: Consider Ordinance 2015-O0024 abandoning and closing a portion of a 5-foot x 15-foot water line easement located on Lot 8, Cascada Professional Office Park, Lubbock County, Texas, 6102 82nd Street.

Item Summary

On March 26, 2015, the City Council approved the first reading of the ordinance.

This ordinance abandons and closes the northern 9 feet of the 5-foot x 15-foot water line easement located on Lot 8, Cascada Professional Office Park Addition, Lubbock County, Texas. The easement is just west of Iola Avenue and south of 79th Street. The closure is due to new development in this area.

Public Works Engineering and all utility companies are in agreement with the easement closure.

Fiscal Impact

None.

Staff/Board Recommending

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

Attachments

Ordinance - Cascada Office Park

ORDINANCE NO. _____

AN ORDINANCE ABANDONING AND CLOSING A PORTION OF THE UNDERGROUND WATER LINE EASEMENT LOCATED IN LOT 8, CASCADE PROFESSIONAL OFFICE PARK ADDITION, LUBBOCK COUNTY, TEXAS, WHICH IS MORE PARTICULARLY DESCRIBED IN THE BODY OF THIS ORDINANCE; DIRECTING THE CITY ENGINEER TO MARK THE OFFICIAL MAPS OF THE CITY TO REFLECT SAID ABANDONMENT AND CLOSING; PROVIDING A SAVINGS CLAUSE; AND PROVIDING FOR PUBLICATION.

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

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

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

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

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

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

AND IT IS SO ORDERED.

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

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



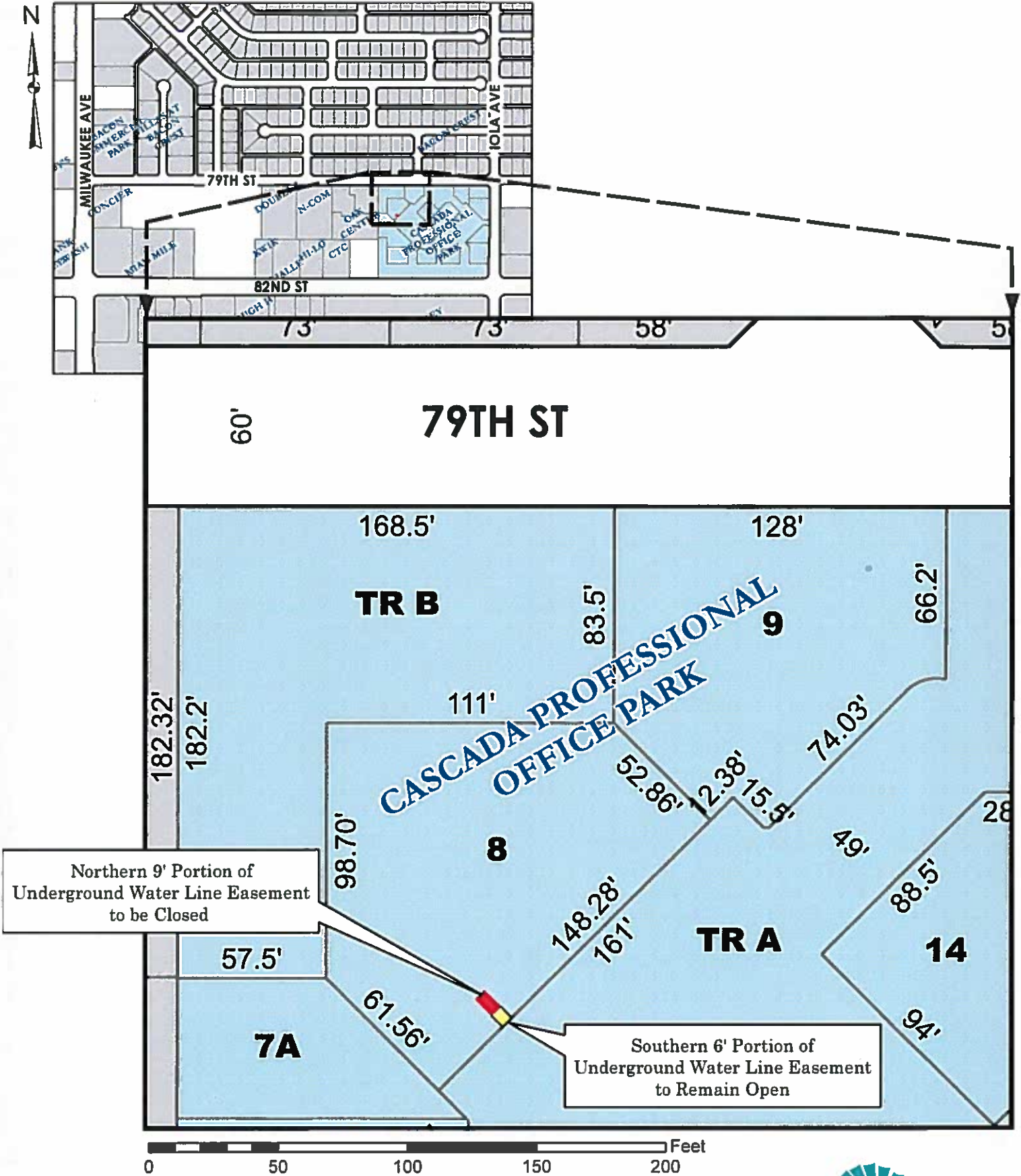
Chad Weaver, City Attorney

A&C-UWL Easement –Cascada Professional Office Park. ord
3.3.15

Exhibit “ A “

The northern 9' portion of the 5' by 15' underground water line easement located on Lot 8, Cascada Professional Office Park Addition to the City of Lubbock, Lubbock County, Texas according to the map, plat and/or dedication deed thereof recorded in the office of the County Clerk of Lubbock County, Texas, Instrument No: 2014033528

Proposed Closing of the Northern 9' Portion
of a 5' x 15' Underground Water Line Easement
Located in Lot 8, Cascada Professional Office Park Addition



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



Regular City Council Meeting

5. 10.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a Real Estate Sales Contract 12310 for property located at 1603 13th Street, Lubbock, Texas between the City of Lubbock and HM Strategies, LLC.

Item Summary

The Real Estate Sales Contract with HM Strategies, LLC, allows the City to purchase the property located at 1603 13th Street for future City operations as needed.

Fiscal Impact

\$425,000 plus closing cost

Staff/Board Recommending

Mark Yearwood, Assistant City Manager

Attachments

Resolution & Real Estate Sales Contract

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Real Estate Sales Contract for property located at 1603 13th Street, Lubbock, Texas, by and between the City of Lubbock and HM Strategies, LLC, a Texas limited liability company, 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:




Dave Booher, Right of Way Agent



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

RES -Real Estate Sales Contract-HM Strategies, LLC
3.25.15

Real Estate Sales Contract

This contract to buy and sell real and personal property is between Seller and Buyer, as identified below, and is effective on the date ("Effective Date") of the last of the signatures by Seller and Buyer as parties to this contract and by Title Company to acknowledge receipt of the Earnest Money. Buyer must deliver the Earnest Money to Title Company and obtain Title Company's signature before the Earnest Money Deadline provided in paragraph A.1. for this contract to be effective. If the Earnest Money is paid by check and payment on presentation is refused, Buyer is in default.

Seller: HM Strategies, LLC, a Texas limited liability company

Address: 8601 Rochester Avenue, Lubbock, Texas 79424

Phone:

Fax:

Buyer: City of Lubbock, Texas

Address: P.O. Box 2000, Lubbock, Texas 79457

Phone: 806.775.2003

Fax:

Property: The land described as Lots One (1), Two (2), Three (3) and Four (4), Block One Hundred Forty-Three (143), Original Town of Lubbock, Lubbock County, Texas, according to the map, plat, and/or dedication deed thereof recorded in Volume 5, Page 384, of the Deed Records of Lubbock County, Texas; and the East 25 feet of the abandoned street west of Block 143 (Formerly known as Avenue P); being further described by metes and bounds as set forth in Exhibit A attached hereto (the "Land"), together with improvements to the Land ("Improvements"), and the personal property also described in Exhibit A ("Personal Property").

Title Company: West Texas Title Company, Inc.

Escrow Agent: Nancy Floyd

Address: 8001 Quaker Avenue, Suite E, Lubbock, Texas 79424

Phone: 806.793.9555

Fax: 806.793.9574

Purchase Price: FOUR HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$425,000.00)

Earnest Money: ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00)

County for Performance: Lubbock County, Texas

A. Deadlines and Other Dates

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or holiday. A holiday is a day, other than a Saturday or Sunday, on which state or

local governmental agencies and financial institutions are not generally open for business. Time is of the essence.

- A.1. Earnest Money Deadline: Fourteen (14) days after Effective Date
- A.2. Delivery of Title Commitment: Thirty (30) days after the Effective Date
- A.3. Delivery of Survey: Forty-five (45) days after the Effective Date
- A.4. Delivery of UCC Search: Thirty (30) days after the Effective Date
- A.5. Delivery of legible copies of instruments referenced in the Title Commitment, Survey, and UCC Search: Thirty (30) days after the Effective Date
- A.6. Delivery of Title Objections: Fifteen (15) days after delivery of the latest delivered of the Title Commitment, Survey, and legible copies of the instruments referenced in them
- A.7. Delivery of Seller's records as specified in Exhibit C: Thirty (30) days after the Effective Date]
- A.8. End of Inspection Period: Forty-five (45) days after the Effective Date, subject to paragraph G.6.
- A.9. Closing Date: Fifteen (15) days after the end of the Inspection Period

B. Closing Documents

- B.1. At Closing, Seller will deliver the following items:
 - General Warranty Deed
 - Bill of Sale and Assignment
 - Declaration of Nonforeign Status—Entity
 - Evidence of Seller's authority to close this transaction
 - Notices, statements, and certificates as specified in Exhibit D
 - Tenant Estoppel Certificate
- B.2. At Closing, Buyer will deliver the following items:
 - Balance of Purchase Price

The documents listed in this section B are collectively known as the "Closing Documents." Unless otherwise provided herein, or agreed by the parties before Closing, the Closing Documents for which forms exist in the current edition of the *Texas Real Estate Forms Manual* (State Bar of Texas) will be prepared using those forms.

C. Exhibits

The following are attached to and are a part of this contract:

Exhibit A—Description of the Land and Personal Property

Exhibit B—Representations; Environmental Matters
Exhibit C—Seller's Records
Exhibit D—Notices, Statements, and Certificates

D. Purchase and Sale of Property

D.1. Purchase and Sale Agreement. Seller agrees to sell and convey the Property to Buyer, and Buyer agrees to buy and pay Seller for the Property. The promises by Buyer and Seller stated in this contract are the consideration for the formation of this contract.

E. Interest on Earnest Money

Any interest earned on the Earnest Money will become part of the Earnest Money.

F. Title and Survey

F.1. Title Commitment; Title Policy. "Title Commitment" means a Commitment for Issuance of an Owner Policy of Title Insurance by Title Company, as agent for Underwriter, or directly by Underwriter, stating the condition of title to the Land. The "effective date" stated in the Title Commitment must be after the Effective Date of this contract. "Title Policy" means an Owner Policy of Title Insurance issued by Title Company, as agent for Underwriter, or directly by Underwriter, in conformity with the last Title Commitment delivered to and approved by Buyer.

F.2. Survey. "Survey" means an on-the-ground, staked plat of survey and metes-and-bounds description of the Land, prepared by Surveyor or another surveyor satisfactory to Title Company, dated after the Effective Date, and certified to Buyer and Title Company, and any other person specified by Buyer, to comply with the current standards and specifications as published by the Texas Society of Professional Surveyors for the Survey Category.

F.3. UCC Search. "UCC Search" means written reports stating the instruments that are on file in the Texas secretary of state's UCC records, the UCC records of any other appropriate state, and the UCC records in the jurisdiction in which Seller is organized, showing as debtor Seller and all other owners of any personal property during the five years before the Effective Date of this contract, if applicable.

F.4. Delivery of Title Commitment, Survey, UCC Search, and Legible Copies. Seller must deliver the Title Commitment to Buyer and Buyer's attorney by the deadline stated in paragraph A.2.; the Survey by the deadline stated in paragraph A.3.; the UCC Search, if applicable, by the deadline stated in paragraph A.4.; and legible copies of the instruments referenced in the Title Commitment, Survey, and UCC Search by the deadline stated in paragraph A.5.

F.5. Title Objections. Buyer has until the deadline stated in paragraph A.6. ("Title Objection Deadline") to review the Survey, Title Commitment, UCC Search, and legible copies of the title instruments referenced in them and notify Seller of Buyer's objections to any of them ("Title Objections"). Buyer will be deemed to have approved all matters reflected by the Survey, Title Commitment, and UCC Search to which Buyer has made no Title Objection by the Title Objection Deadline. The matters that Buyer either approves or is deemed to have approved are "Permitted Exceptions." If Buyer notifies Seller of any Title Objections, Seller has five days from receipt of Buyer's notice to notify Buyer whether Seller agrees to cure the Title Objections before Closing ("Cure Notice"). If Seller does not timely give its Cure Notice or timely gives its Cure Notice but does not agree to cure all the Title Objections before Closing, Buyer may, within five days after the deadline for the giving of Seller's Cure Notice, notify Seller that either this contract is terminated or Buyer will proceed to close, subject to Seller's obligations to remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date, and cure only the Title Objections that Seller has agreed to cure in the Cure Notice. At or before Closing,

Seller must remove all liquidated liens, remove all exceptions that arise by, through, or under Seller after the Effective Date of this contract, and cure the Title Objections that Seller has agreed to cure.

G. Inspection Period

G.1. Review of Seller's Records. Seller will deliver to Buyer copies of Seller's records specified in Exhibit C, or otherwise make those records available for Buyer's review, by the deadline stated in paragraph A.7.

G.2. Entry onto the Property. Buyer may enter the Property before Closing to inspect it at Buyer's cost, subject to the following:

G.2.a. Buyer must deliver evidence to Seller that Buyer has liability insurance for its proposed inspection activities, or those of its agents and representatives, with coverages and in amounts that are substantially the same as those maintained by Seller or with such lesser coverages and in such lesser amounts as are reasonably satisfactory to Seller.

G.2.b. Buyer may not interfere in any material manner with existing operations or occupants of the Property; provided, however, that Seller shall make all necessary arrangements with occupants of the Property to allow reasonable access to the Buyer or Buyer's agents for reasons and purposes set forth herein.

G.2.c. Buyer must notify Seller in advance of Buyer's plans to conduct tests so that Seller may be present during the tests.

G.2.d. If the Property is physically altered because of Buyer's inspections, Buyer must return the Property to its preinspection condition promptly after the alteration occurs.

G.2.e. Buyer must deliver to Seller copies of all inspection reports that Buyer prepares or receives from third-party consultants or contractors upon request.

G.2.f. Buyer must abide by any other reasonable entry rules imposed by Seller.

G.3. Environmental Assessment. Buyer has the right to conduct environmental assessments of the Property. Seller will provide, or will designate a person with knowledge of the use and condition of the Property to provide, information requested by Buyer or Buyer's agent or representative regarding the use and condition of the Property during the period of Seller's ownership of the Property. Seller will cooperate with Buyer in obtaining and providing to Buyer or its agent or representative information regarding the use and condition of the Property before Seller's period of ownership to the extent that the information is within Seller's possession or control.

G.4. Buyer's Right to Terminate. Buyer may terminate this contract for any reason by notifying Seller of the termination before the end of the Inspection Period. If Buyer does not notify Seller of Buyer's termination of the contract before the end of the Inspection Period, Buyer waives the right to terminate this contract pursuant to this provision.

G.5. Buyer's Indemnity and Release of Seller

G.5.a. Indemnity. To the extent permitted by law, Buyer will indemnify, defend, and hold Seller harmless from any loss, attorney's fees, expenses, or claims arising out of Buyer's investigation of the Property, except those arising out of the acts or omissions of Seller and those for repair or remediation of existing conditions discovered by Buyer's inspection. The obligations of Buyer under this provision will survive termination of this contract and Closing, any other provision of this contract to the contrary notwithstanding.

G.5.b. Release. Buyer releases Seller and those persons acting on Seller's behalf from all claims and causes of action (including claims for attorney's fees and court and other costs) resulting from Buyer's investigation of the Property, unless said claim or cause of action arises from the negligence or gross negligence of Seller, Seller's agents, or Seller's representatives.

G.6. Partial Release. If, as of the Effective Date, the Property is subject to any liens that secure indebtedness in excess of the estimated net proceeds of the Purchase Price after the satisfaction of brokers' commissions and other transaction costs for which Seller is responsible, then Seller promptly must obtain a written agreement or agreements (collectively, the "Partial Release Agreement") binding and enforceable against the holders of such liens ("Holders"). The Partial Release Agreement must release all of such liens with respect to the Property on the payment to the Holders of an amount that does not exceed the net proceeds of the Purchase Price after the satisfaction of brokers' commissions and other transaction costs for which Seller is responsible. Notwithstanding any other provision of this contract, if Seller is required to provide a Partial Release Agreement, the Inspection Period will not commence until and unless the executed Partial Release Agreement, in a form reasonably satisfactory to Buyer, is delivered to Buyer.

H. Representations

The parties' representations stated in Exhibit B are true and correct as of the Effective Date and must be true and correct on the Closing Date. Seller will promptly notify Buyer if Seller becomes aware that any of the representations are not true and correct. Unless Seller notifies Buyer to the contrary on or before the Closing Date, or Buyer has actual knowledge to the contrary as of the Closing Date, Buyer is entitled to presume that the representations of Seller in Exhibit B are true and correct as of the Closing Date.

I. Condition of the Property until Closing; Cooperation; No Recording of Contract

I.1. Maintenance and Operation. Until Closing, Seller will (a) maintain the Property as it existed on the Effective Date, except for reasonable wear and tear and casualty damage; (b) use the Property in the same manner as it was used on the Effective Date; (c) comply with all contracts of Seller pertaining to the Property in effect on the Effective Date and all laws and all governmental regulations affecting the Property; and (d) not encumber, transfer, or dispose of any of the Property, except to sell inventory, replace equipment, and use supplies in the normal course of operating the Property. Until the end of the Inspection Period, Seller will not enter into, amend, or terminate any contract that affects the Property other than in the ordinary course of operating the Property and will promptly give notice to Buyer of each new, amended, or terminated contract, including a copy of the contract, in sufficient time so that Buyer may consider the new information before the end of the Inspection Period. If Seller's notice is given within three days before the end of the Inspection Period, the Inspection Period will be extended for three days. After the end of the Inspection Period, Seller may not enter into, amend, or terminate any contract that affects the Property without first obtaining Buyer's written consent, which Buyer will have no obligation to grant and, if granted, may be conditioned in any manner Buyer in its sole discretion deems appropriate.

I.2. Casualty Damage. Seller will notify Buyer promptly after discovery of any casualty damage to the Property. Seller will have no obligation to repair or replace the Property if it is damaged by casualty before Closing. Buyer may terminate this contract if the casualty damage that occurs before Closing would materially affect Buyer's intended use of the Property, by giving notice to Seller within fifteen days after receipt of Seller's notice of the casualty (or before Closing if Seller's notice of the casualty is received less than fifteen days before Closing). If Buyer does not terminate this contract, Seller will (a) convey the Property to Buyer in its damaged condition, (b) assign to Buyer all of Seller's rights under any property insurance policies covering the Property, and (c) credit to Buyer the amount of the deductibles and coinsurance provisions under any insurance policies covering the Property, but not in excess of the cost to repair the casualty damage and less any amounts previously paid or incurred by Seller to repair the Property. If Seller has not insured the Property and Buyer does not elect to terminate

this contract in accordance with this section, the Purchase Price will be reduced by the cost to repair the casualty damage less any amounts previously paid or incurred by Seller to repair the Property.

1.3. Condemnation. Seller will notify Buyer promptly after Seller receives notice that any part of the Property has been or is threatened to be condemned or otherwise taken by a governmental or quasi-governmental authority. Buyer may terminate this contract if the condemnation would materially affect Buyer's intended use of the Property by giving notice to Seller within fifteen days after receipt of Seller's notice to Buyer (or before Closing if Seller's notice is received less than fifteen days before Closing). The condemnation will be deemed to materially affect Buyer's intended use in Buyer's sole discretion. If Buyer does not terminate this contract, (a) Buyer and Seller will each have the right to appear and defend their respective interests in the Property in the condemnation proceedings, (b) any award in condemnation will be assigned to Buyer, (c) if the taking occurs before Closing, the description of the Property will be revised to delete the portion taken, and (d) no change in the Purchase Price will be made.

1.4. Claims; Hearings. Seller will notify Buyer promptly after Seller receives notice of any claim or administrative hearing that is threatened, filed, or initiated before Closing that involves or directly affects the Property.

1.5. Cooperation. Seller will cooperate with Buyer (a) before and after Closing, to transfer the applications, permits, and licenses held by Seller and used in the operation of the Property and to obtain any consents necessary for Buyer to operate the Property after Closing and (b) before Closing, with any reasonable evaluation, inspection, audit, or study of the Property prepared by, for, or at the request of Buyer. Seller will also ensure the cooperation of any occupants of the Property for the purposes set forth herein.

J. Termination

J.1. Disposition of Earnest Money after Termination

J.1.a. To Buyer. If Buyer terminates this contract in accordance with any of Buyer's rights to terminate, then unless Seller delivers notice of Seller's objection to Title Company's release of the Earnest Money to Buyer within five days after Buyer delivers Buyer's termination notice to Seller and Title Company, Title Company is authorized, without any further authorization from Seller, to deliver the Earnest Money to Buyer, less \$100, which will be paid to Seller as independent consideration for the right granted by Seller to Buyer to terminate this contract.

J.1.b. To Seller. If Seller terminates this contract in accordance with any of Seller's rights to terminate, then unless Buyer delivers notice of Buyer's objection to Title Company's release of the Earnest Money to Seller within five days after Seller delivers Seller's termination notice to Buyer and Title Company, Title Company is authorized, without any further authorization from Buyer, to pay and deliver the Earnest Money to Seller.

J.2. Duties after Termination. If this contract is terminated, Buyer will promptly return to Seller all of Seller's records in Buyer's possession or control. After return of the records, neither party will have further duties or obligations to the other under this contract, except for those obligations that cannot be or were not performed before termination of this contract or that expressly survive termination of this contract.

K. Closing

K.1. Conditions of Closing. Neither party will be obligated to close the sale and purchase of the Property unless the other party has satisfied the following conditions, any of which may be waived by the first party, by writing, in its discretion:

K.1.a. Representations and Warranties. The representations and warranties of the other party must be true and correct at Closing.

K.1.b. Performance of Covenants and Agreements. The other party must have performed all covenants and agreements required to be performed at or before Closing by that party.

K.1.c. No Bankruptcy. No voluntary or involuntary proceeding in bankruptcy shall be pending with respect to that party.

K.2. Closing. This transaction will close ("Closing") at Title Company's offices at the Closing Date and Closing Time. At Closing, the following will occur:

K.2.a. Closing Documents; Title Company Documents. The parties will execute and deliver the Closing Documents and any documents required by Title Company.

K.2.b. Payment of Purchase Price. Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company in funds acceptable to Title Company. The Earnest Money will be applied to the Purchase Price.

K.2.c. Disbursement of Funds; Recording; Copies. Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.

K.2.d. Delivery of Originals. Seller will deliver to Buyer the originals of Seller's Records.

K.2.e. Possession. Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at Closing and any liens and security interests created at Closing to secure financing for the Purchase Price. Property shall not be occupied by any person, nor subject to any lease, leasehold interest, claim or offset against rents at the time of Closing.

K.3. Transaction Costs

K.3.a. Seller's Costs. Seller will pay one-half of the escrow fee charged by Title Company; the costs to prepare the deed; the costs to obtain, deliver, and record releases of any liens required to be released in connection with the sale; the costs to record documents to cure Title Objections agreed or required to be cured by Seller and to resolve matters shown in Schedule C of the Title Commitment; the costs to obtain the Survey, UCC Search, and certificates or reports of ad valorem taxes; the costs to deliver copies of the instruments described in paragraph A.5. and Seller's records; any other costs expressly required to be paid by Seller in this contract; and Seller's attorney's fees and expenses.

K.3.b. Buyer's Costs. Buyer will pay the basic charge for the Title Policy; one-half of the escrow fee charged by Title Company; the costs to obtain, deliver, and record all documents other than those to be obtained or recorded at Seller's expense; the additional premium for the "survey/area and boundary deletion" in the Title Policy, if the deletion is requested by Buyer, as well as the cost of any other endorsements or modifications of the standard form of Title Policy requested by Buyer; the costs of work required by Buyer to have the Survey reflect matters other than those required under this contract except changes required for curative purposes; the costs to obtain financing of the Purchase Price, including the incremental premium costs of the loan title policies and endorsements and deletions required by Buyer's lender; any other costs expressly required to be paid by Buyer in this contract; and Buyer's attorney's fees and expenses.

K.3.c. Ad Valorem Taxes. Except for subsequent assessments for prior years due to changes in use or ownership discussed below, ad valorem taxes on the Property for all periods before the period in which Closing occurs must be paid by Seller at or before Closing. Ad valorem taxes for the Property for

the calendar year of Closing will be prorated between Buyer and Seller as of the Closing Date. Seller's portion of the prorated taxes will be paid to Buyer at Closing as a credit to the Purchase Price. Buyer assumes the obligation to pay, and shall pay in full, such taxes for the year of Closing before delinquency. If the assessment for the calendar year of Closing is not known at the Closing Date, the proration will be based on tax rates for the previous tax year applied to the most current assessed value, and Buyer and Seller will adjust the prorations in cash within thirty days after the actual assessment and taxes are known. Seller will promptly notify Buyer of all notices of proposed or final tax valuations and assessments that Seller receives after the Effective Date and after Closing. All taxes (including any penalties, interest, and attorney's fees) due as of Closing will be paid at Closing. If the Property has been the subject of special valuation and reduced tax assessments pursuant to the provisions of chapter 23, subchapter D, of the Texas Tax Code or under any other provision of law with respect to any period before the Closing, and if additional taxes, penalties, or interest are assessed pursuant to Code section 23.55 or under the other provision of law, the following will apply:

- i. If Seller changes the use of the Property before Closing, resulting in the assessment of additional taxes for periods before Closing, Seller will pay the additional taxes.
- ii. If this sale or Buyer's use of the Property results in the assessment of additional taxes for periods before Closing, Buyer will pay the additional taxes.
- ii. At Closing, the parties will determine the amount of deferred taxes payable if the sale of the Property as herein contemplated were deemed as of the Closing Date to constitute a change in the use of the Property that would result in the "roll-back" or recapture of deferred taxes for the current year and all preceding tax years for which the "roll-back" or recapture could be imposed ("Potential Roll-Back Amount"). Seller will pay at Closing an amount equal to the Potential Roll-Back Amount to all applicable taxing jurisdictions. On such payment, Seller will have no further liability for any further roll-back amounts and Buyer will assume any and all obligations for, and indemnify, defend, and hold Seller harmless from and against, any liability for any further roll-back amounts.
- ii. At Closing, the parties will determine the amount of deferred taxes payable if the sale of the Property as herein contemplated were deemed as of the Closing Date to constitute a change in the use of the Property that would result in the "roll-back" or recapture of deferred taxes for the current year and all preceding tax years for which the "roll-back" or recapture could be imposed ("Potential Roll-Back Amount"). Seller will deposit at Closing an amount equal to the Potential Roll-Back Amount with Title Company, to be held in an interest-bearing escrow account in accordance with the terms and conditions hereinafter set forth ("Roll-Back Escrow Account"). If a subsequent change in the use of the Property results in a roll-back of deferred taxes, the portion of recaptured deferred taxes attributable to the period before the Closing, if any, will be paid from the Roll-Back Escrow Account and the portion of deferred taxes attributable to the period from and after the closing, if any, will be paid by Buyer (or its successors or assigns). On the earlier of (a) the date on which there is no longer any statutory basis for recapturing any deferred taxes attributable to the period before the Closing or (b) the date on which all taxes that may then potentially be recaptured for any period before the Closing have been recaptured, the remaining balance in the Roll-Back Escrow Account, if any, will be distributed to Seller.

K.3.d. Income and Expenses. Except as provided in paragraph K.3.c. above, income and expenses pertaining to operation of the Property will be prorated as of the Closing Date on an accrual basis and paid at Closing as a credit or debit adjustment to the Purchase Price. Invoices that are received after Closing for operating expenses incurred on or before the Closing Date and not adjusted at Closing will be prorated between the parties as of the Closing Date, and Seller will pay its share within ten days after receipt of Buyer's notice of the deficiency.

K.3.e. Postclosing Adjustments. If errors in the prorations made at Closing are identified within ninety days after Closing, Seller and Buyer will make postclosing adjustments to correct the errors within fifteen days after receipt of notice of the errors.

K.3.f. Brokers' Commissions. Buyer and Seller each indemnify and agree to defend and hold the other party harmless from any loss, attorney's fees, and court and other costs arising out of a claim by any person or entity claiming by, through, or under the indemnitor for a broker's or finder's fee or commission because of this transaction or this contract, whether the claimant is disclosed to the indemnitee or not. At Closing, each party will provide the other party with a release of broker's or appraiser's liens from all brokers or appraisers for which each party was responsible.

K.4. Issuance of Title Policy. Seller will cause Title Company to issue the Title Policy to Buyer as soon as practicable after Closing.

L. Default and Remedies

L.1. Seller's Default; Remedies before Closing. If Seller fails to perform any of its obligations under this contract or if any of Seller's representations is not true and correct as of the Effective Date or on the Closing Date ("Seller's Default"), Buyer may elect any of the following as its sole and exclusive remedy before Closing:

L.1.a. Termination. Buyer, for any reason, or no reason, may terminate this contract by giving notice to Seller on or before the Closing Date and Closing Time and have the Earnest Money, less \$100 as described above, returned to Buyer.

L.1.b. Specific Performance. Unless Seller's Default relates to the untruth or incorrectness of Seller's representations for reasons not reasonably within Seller's control, Buyer may enforce specific performance of Seller's obligations under this contract.

L.1.c. Actual Damages. If Seller conveys or encumbers any portion of the Property before Closing so that Buyer's ability to enforce specific performance of Seller's obligations under this contract is precluded or impaired, Buyer will be entitled to seek recovery from Seller for the actual damages sustained by Buyer by reason of Seller's Default, including attorney's fees and expenses and court costs.

L.2. Seller's Default; Remedies after Closing. If Seller's representations are not true and correct at Closing due to circumstances reasonably within Seller's control and Buyer does not become aware of the untruth or incorrectness of such representations until after Closing, Buyer will have all the rights and remedies available at law or in equity. If Seller fails to perform any of its obligations under this contract that survive Closing, Buyer will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

L.3. Buyer's Default; Remedies before Closing. If Buyer fails to perform any of its obligations under this contract ("Buyer's Default"), Seller may terminate this contract by giving notice to Buyer on or before Closing and have the Earnest Money paid to Seller. The foregoing constitutes Seller's sole and exclusive remedy for a default by Buyer before Closing.

L.4. Buyer's Default; Remedies after Closing. If Buyer fails to perform any of its obligations under this contract that survive Closing, Seller will have all rights and remedies available at law or in equity unless otherwise provided by the Closing Documents.

L.5. 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, the former shall control.

L.6. Attorney's Fees. If either party retains an attorney to enforce this contract, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.

M. Miscellaneous Provisions

M.1. Notices. Any notice required by or permitted under this contract must be in writing. Any notice required by this contract will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this contract. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received, provided that (a) any notice received on a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday and (b) any notice received after 5:00 P.M. local time at the place of delivery on a day that is not a Saturday, Sunday, or holiday will be deemed to have been received on the next day that is not a Saturday, Sunday, or holiday. Notice may not be given by e-mail. Any address for notice may be changed by not less than ten days' prior written notice delivered as provided herein. Copies of each notice must be given by one of these methods to the attorney of the party to whom notice is given.

M.2. Entire Agreement. This contract, its exhibits, and any Closing Documents delivered at Closing are the entire agreement of the parties concerning the sale of the Property by Seller to Buyer. There are no representations, warranties, agreements, or promises pertaining to the Property or the sale of the Property by Seller to Buyer, and Buyer is not relying on any statements or representations of Seller or any agent of Seller, that are not in those documents.

M.3. Amendment. This contract may be amended only by an instrument in writing signed by the parties.

M.4. Prohibition of Assignment. Neither party may assign this contract or any rights under it without the prior written consent of the other party.

M.5. Survival. The provisions of this contract that expressly survive termination or Closing and other obligations of this contract that cannot be performed before termination of this contract or before Closing survive termination of this contract or Closing, and the legal doctrine of merger does not apply to these matters. If there is any conflict between the Closing Documents and this contract, the Closing Documents control. The representations made by the parties as of Closing survive Closing.

M.6. Choice of Law; Venue. THIS CONTRACT IS TO BE CONSTRUED UNDER THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CHOICE-OF-LAW RULES OF ANY JURISDICTION. VENUE IS IN LUBBOCK COUNTY.

M.7. Waiver of Default. Default is not waived if the nondefaulting party fails to declare a default immediately or delays taking any action with respect to the default.

M.8. No Third-Party Beneficiaries. There are no third-party beneficiaries of this contract.

M.9. Severability. If a provision in this contract is unenforceable for any reason, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability does not affect any other provision of this contract, and this contract is to be construed as if the unenforceable provision is not a part of the contract.

M.10. Ambiguities Not to Be Construed against Party Who Drafted Contract. The rule of construction that ambiguities in a document are construed against the party who drafted it does not apply in interpreting this contract.

M.11. No Special Relationship. The parties' relationship is an ordinary commercial relationship, and the parties do not intend to create the relationship of principal and agent, partners, joint venturers, or any other special relationship.

M.12. Counterparts. If this contract is executed in multiple counterparts, all counterparts taken together constitute this contract. Copies of signatures to this contract are effective as original signatures.

M.13. Delegation of Authority. Authority to take any actions that are to be, or may be, taken by Buyer under this Contract, including without limitation, adjustment of the Closing Date, are hereby delegated by Buyer, pursuant to action by the City Council of Lubbock, Texas, to James Loomis, City Manager of Buyer, or his designee.

M.14. Binding Effect. This contract binds, benefits, and may be enforced by the parties and their respective heirs, successors, and permitted assigns.

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HM STRATEGIES, LLC



By: Curtis Hogan, Member



By: Keith McNeese, Member

Date: _____

CITY OF LUBBOCK

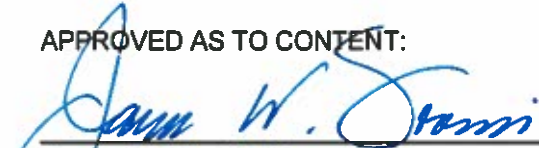
GLEN ROBERTSON, Mayor

Date: _____

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



James Loomis, City Manager

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

RECEIPT OF AGREEMENT AND EARNEST MONEY BY TITLE COMPANY

Title Company acknowledges receipt of Earnest Money in the amount of \$_____ and a copy of this contract executed by both Buyer and Seller.

WEST TEXAS TITLE COMPANY, INC.
8001 Quaker Avenue, Suite E
Lubbock, Texas 79424

By _____

Name: Nancy Floyd

Title: Escrow Officer

Date:

Exhibit A
Description of the Land and Personal Property

FIELD NOTES on a 0.36 acre tract, more or less, being Lots 1 through 4, Block 143, Original Town of Lubbock, Lubbock County, Texas, as shown by the plat thereof recorded in Volume 5, Page 386, Lubbock County Deed Records and the East 25 feet of the abandoned Right of Way west of Block 143 and being further described by metes and bounds as follows:

BEGINNING at a set nail and washer marked Abacus Eng. RPLS 4460 at the Northeast corner of Block 143, Original Town of Lubbock and the Northeast corner of this tract;

THENCE S 01°41'43" W (Texas North Central Zone Bearing Basis), with the West line of Avenue O, 104.00 feet to a found "X" in concrete for the Southeast corner of this tract;

THENCE N 88°20'03" W, along a Northerly line of Lot C, G.A. Rush Addition, 150.00 feet to a cut "X" in concrete for the Southwest corner of this tract;

THENCE N. 01°41'43" E, with an Easterly line of Lot C, 104.00 feet to a cut "X" in concrete for the Northwest corner of this tract;

THENCE S. 88°20'03" E, with the South line of 13th Street, 150.00 feet to the PLACE OF BEGINNING and containing 0.36 acres, more or less, including any Right of Way.

and

Any Personal Property remaining on the premises at Closing.

Exhibit B
Representations; Environmental Matters

A. Seller's Representations to Buyer

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

A.1. Authority. Seller is a limited liability company, duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Seller. This contract is, and all documents required by this contract to be executed and delivered to Buyer at Closing will be, duly authorized, executed, and delivered by Seller.

A.2. Litigation. Seller has not received written notice and has no actual knowledge of any litigation pending or threatened against Seller that might adversely affect the Property or Seller's ability to perform its obligations under this contract.

A.3. Violation of Laws. Seller has not received written notice and has no actual knowledge of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.

A.4. Licenses, Permits, and Approvals. Seller has not received written notice and has no actual knowledge that any license, permit, or approval necessary to use the Property in the manner in which it is currently being used has expired or will not be renewed on expiration or that any material condition will be imposed to use or renew the same.

A.5. Condemnation; Zoning; Land Use; Hazardous Materials. Seller has not received written notice and has no actual knowledge of any condemnation, zoning, or land-use proceedings affecting the Property or any written inquiries or notices by any governmental authority or third party with respect to condemnation or the presence of hazardous materials affecting the Property.

A.6. No Other Obligation to Sell the Property or Restriction against Sale. Except for granting a security interest in the Property, Seller has not obligated itself to sell all or any portion of the Property to any person other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or by which Seller or the Property is bound.

A.7. No Liens. On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature not arising by, through, or under Buyer except the Permitted Exceptions or liens to which Buyer has given its consent in writing, and no work or materials will have been furnished to the Property by Seller that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent in writing.

A.8. Seller's Documents. The copies of Seller's documents provided by Seller to Buyer for Buyer's inspections will be true, correct, and complete copies of the originals, or the copies of such documents in Seller's possession or control. The Seller's documents provided by Seller to Buyer for Buyer's inspections that were prepared by or under Seller's supervision and control will be true, correct, and complete in all material respects. Unless Seller notifies Buyer at the time of delivery of any documents provided by Seller to Buyer that were not prepared by or under Seller's supervision and control, Seller has no actual knowledge of any material respect in which such Seller's documents are not true, correct, and complete.

A.9. No Other Representation. Except as stated above or in the notices, statements, and certificates set forth in Exhibit D, Seller makes no representation with respect to the Property.

A.10. No Warranty. Except as set forth in this contract and in the Closing Documents, Seller has made no warranty in connection with this transaction.

B. "As Is, Where Is"

THIS CONTRACT IS AN ARM'S-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION AND REFLECTS THE AGREEMENT OF THE PARTIES THAT THERE ARE NO REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THOSE IN THIS CONTRACT AND THE CLOSING DOCUMENTS.

BUYER IS NOT RELYING ON ANY REPRESENTATIONS, DISCLOSURES, OR EXPRESS OR IMPLIED WARRANTIES OTHER THAN THOSE EXPRESSLY CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS. BUYER IS NOT RELYING ON ANY INFORMATION REGARDING THE PROPERTY PROVIDED BY ANY PERSON, OTHER THAN BUYER'S OWN INSPECTION AND THE REPRESENTATIONS AND WARRANTIES CONTAINED IN THIS CONTRACT AND THE CLOSING DOCUMENTS.

The provisions of this section B regarding the Property will not be included in the deed.

C. Environmental Matters

AFTER CLOSING, BUYER RELEASES SELLER FROM LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY (1) UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE; OR (2) ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON SELLERS IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY. THIS RELEASE APPLIES EVEN WHEN THE ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY RESULT FROM SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF SELLER'S REPRESENTATIVE.

The provisions of this section C regarding the Property will not be included in the deed.

D. Buyer's Representations to Seller

Buyer represents to Seller that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

D.1. Authority. Buyer is a municipal corporation duly organized, validly existing, and in good standing under the laws of the state of Texas with authority to perform its obligations under this contract. This contract is binding on Buyer. This contract is, and all documents required by this contract to be executed and delivered to Seller at Closing will be, duly authorized, executed, and delivered by Buyer.

Exhibit C
Seller's Records

To the extent that Seller has possession or control of the following items pertaining to the Property, Seller will deliver or make the items or copies of them available to Buyer by the deadline stated in paragraph A.7.:

Governmental

- governmental licenses, certificates, permits, and approvals
- tax statements for the current year and the last five (5) years
- notices of appraised value for the current year and the last five (5) years
- records of any tax exemption, special use, or other valuation or exemption applicable to the Property
- records of regulatory proceedings or violations (for example, condemnation, environmental)

Land

- soil reports
- environmental reports and other information regarding the environmental condition of the Property
- water rights
- engineering reports
- prior surveys
- site plans

Facilities

- as-built plans, specifications, and mechanical drawings for improvements
- warranty agreements
- management, employment, labor, service, equipment, supply, and maintenance agreements
- insurance policies
- ADA and other building inspection reports
- engineering reports
- environmental reports
- operating and maintenance plans (for example, asbestos maintenance plans)
- life-safety plans

Leases

- Leases
- commission and leasing agent agreements
- rent roll setting forth for each Lease:
 - tenant's name
 - square footage leased
 - date of expiration of current and renewal terms
 - renewal options
 - basic rent and formula for any additional rents
 - amount of additional rent paid during the last two (2) years
 - prepaid rent
 - delinquent rent
 - security deposit
 - current tenant or landlord defaults
 - options to purchase any portion of the Property
 - rights of first refusal to lease other space
 - rights to rent concessions, tenant improvements, or other allowances
 - unpaid or contingent brokerage commissions (including commission on renewals)
- estoppel letters and/or subordination agreements

Licenses, Agreements, and Encumbrances

all licenses, agreements, and encumbrances (including all amendments and exhibits) affecting title to or use of the Property that have not been recorded in the real property records of the county or counties in which the Property is located

Exhibit D
Notices, Statements, and Certificates

The notices, statements, and certificates (arranged by their application to particular transactions) that are listed below are included in the sales contract:

D.1. Storage Tanks Disclosure Provider. Notice concerning underground storage tanks, described in section 334.9 of title 30 of the Texas Administrative Code.

D.2. Notice to Purchaser Regarding Restrictive Covenants. Notice of deed restrictions, described in section 212.155 of the Texas Local Government Code.

D.3. Certificates of Mold Remediation. Notice pursuant to section 1958.154 of the Texas Occupations Code, titled "Certificate of Mold Remediation; Duty of Property Owner," requiring a property owner who sells property that has been issued a certificate of mold remediation pursuant to this section to deliver copies to the purchaser of each certificate of mold remediation issued for the property within the preceding five years.



Regular City Council Meeting

5. 11.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution - Right-of-Way: Consider a resolution authorizing the Mayor to execute a street-use-license with Lubbock Country Club for a private waterline encroachment at 3400 Mesa Road, Lubbock, Texas.

Item Summary

In order to install a private waterline in the right-of-way Lubbock Country Club has requested a street use license for a private waterline along the right-of-way at 3400 Mesa Road.

The street use license will be issued for twenty years, payable every five years. The license fee for each five-year period is \$500.00 payment in advance, pursuant to current city policy.

All utility companies are in agreement with the street use license.

Fiscal Impact

\$100 a year to the General Fund.

Staff/Board Recommending

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

Attachments

Resolution - Lubbock Country Club

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Street Use License, by and between the City of Lubbock and Lubbock Country Club, and all related documents. Said License is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council this _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:



Chad Weaver, City Attorney

St Use Lic- Lubbock Country Club
2.18.15

STREET USE LICENSE

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

This License made this _____ day of _____, 2015, being the date of this Agreement between the CITY OF LUBBOCK, TEXAS, a Home Rule Municipal Corporation, and Lubbock Country Club, hereinafter called "LICENSEE."

WITNESSETH:

Subject to the terms, conditions and provisions herein, the CITY OF LUBBOCK does hereby grant to the LICENSEE, the right, privilege and license to use a portion of dedicated street to construct private underground waterlines described in attached Exhibit "A". All work by LICENSEE to construct, lay, maintain, inspect, operate, replace, change, test, alter, access or remove the private underground waterlines under any street must be done by boring or other method so as to not use the surface of any street, as LICENSEE has no right, use or privilege to enter upon the surface of the street in regard to its waterlines.

The term of this License shall be for five (5) years from date hereof, and shall be automatically extended for a successive five (5) year term not to exceed twenty (20) years in any event unless either party shall give written notice of termination to the other party sixty (60) days before the expiration of the first, second or third five (5) year term, as the case may be, and the CITY OF LUBBOCK retains the right at its election to cancel and revoke this License, with or without cause, upon thirty (30) days notice to LICENSEE. Said notice shall be deemed properly served if deposited in the post office, postage paid, addressed to LICENSEE at 3400 Mesa Rd., Lubbock, Texas 79403, or the last known address of LICENSEE.

Upon the expiration or cancellation and revocation of this License by the CITY OF LUBBOCK, or the abandonment of this License by the LICENSEE, the improvements that are permitted under this license shall be removed by the LICENSEE and the property shall be restored to its original condition at no cost or expense to the CITY OF LUBBOCK. In the event LICENSEE fails or refuses to remove such improvements after demand by the CITY OF LUBBOCK, the CITY OF LUBBOCK shall take possession and remove or cause to be removed such improvements, and the expense incurred shall be assessed against LICENSEE, for which LICENSEE shall be liable.

1. LICENSEE shall pay to the CITY OF LUBBOCK as compensation for such grant the sum of FIVE HUNDRED AND NO/100 DOLLARS, (\$500.00) cash in advance contemporaneously with the acceptance and execution hereof by LICENSEE for the first five (5) year term of this License, and thereafter such rate of compensation may be changed for each succeeding five (5) year term by the CITY OF LUBBOCK to a rate of compensation which is based on procedures and policies as established by the City Council of the CITY OF LUBBOCK, based on an appraisal of the fair market value of such land by the Right-of-Way Department of the CITY OF LUBBOCK, as applied to the formula for determining such rate established by the City Council. If such rate is not changed by the CITY OF LUBBOCK, the rate for the preceding five (5) year term shall apply. The CITY OF LUBBOCK shall notify the LICENSEE of any change in rates in writing ninety (90) days before the start of the five (5) year term to which such change in rate shall apply, and if such notification is not made, then the rate for the preceding five (5) year term shall apply.

2. The LICENSEE agrees to pay all costs arising out of the exercise of this License herein granted including, but not limited to, the cost of cleanup of any oil, hazardous substance, or other material, the replacement and repair of paving, sidewalks and utilities of any nature damaged as a result of the construction authorized by the license.

3. In the event the CITY OF LUBBOCK determines that the License herein granted interferes with or causes the rerouting or realignment of any public utility, franchised utility or sanitary or storm sewer line constructed or to be constructed by the CITY OF LUBBOCK or franchised utility, LICENSEE agrees to reimburse the CITY OF LUBBOCK or such utility, as the case may be, for its expense in relocating or rerouting over and above the expense which would have been incurred except for LICENSEE'S use herein.

4. This License is not transferable by the LICENSEE without first receiving the written consent of the City Manager of the CITY OF LUBBOCK.

5. This License is made subject to the condition that should the LICENSEE exercise any right under this License and prepare or begin or complete any part of the construction as herein contemplated across any or all of the above described property, then and in that event, said LICENSEE, its successors and assigns, will at all time defend, indemnify and otherwise hold the CITY OF LUBBOCK, its agents, servants and employees harmless from any and all claims, demands, actions, causes of action and suits at law or in equity of whatsoever kind or nature which may grow out of or be related to the making of this license or the construction or maintenance use permitted herein. The CITY OF LUBBOCK, at its option, may require an agreement with any contractors hired by LICENSEE to perform the construction, repair or maintenance permitted herein, which agreement will indemnify the CITY OF LUBBOCK from and against all claims, liability, cost and expense growing out of the performance of the work to be done by such contractors. The CITY OF LUBBOCK may further require any of said contractors, when engaged in the construction, repair or maintenance permitted herein, to furnish, without expense to the CITY OF LUBBOCK, a reliable surety bond, in an amount and in a form satisfactory to the said CITY OF LUBBOCK, guaranteeing the faithful performance of all the terms, covenants and conditions contained in said agreement, and a certified copy of a policy of public liability insurance assumed by said contractors in said agreement with the CITY OF LUBBOCK. The CITY OF LUBBOCK agrees to give notice to LICENSEE prior to incurring any costs or expenses or the payment of any such claims or demands in order to give LICENSEE a reasonable opportunity to settle or adjust the same.

6. LICENSEE agrees and is required to furnish a certificate of public liability and property damage insurance within limits specified by and in a form satisfactory to the City Attorney for the CITY OF LUBBOCK, and which names the CITY OF LUBBOCK as an additional insured, said policy covering the uses herein granted.

7. All of the covenants and provisions of this License shall be binding upon and inure to the benefit of the successors, legal representatives, assigns and the duly authorized agents and contractors of the parties hereto to the same extent and effect as the same are binding upon and inure to the benefit of the parties hereto, but no assignment hereof by the LICENSEE, its successors or assigns shall be binding upon the CITY OF LUBBOCK without the consent of the CITY OF LUBBOCK in each instance, except as specified in numbered paragraph four (4).

8. LICENSEE, by the acceptance of the uses permitted herein, understands and agrees that no interest, title or rights of possession are intended or implied except those expressly set forth herein, and LICENSEE waives any and all claims in and to the public way it is permitted to use hereby and agrees to give peaceful possession of said property covered herein upon termination or cancellation of this License. No interest for real property is conveyed or granted by this License.

9. The CITY OF LUBBOCK 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 OF LUBBOCK 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.

CITY OF LUBBOCK

By: _____
GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:

Dave Booher
Dave Booher, Right-of-Way Agent

APPROVED AS TO FORM:

Chad Weaver
Chad Weaver, City Attorney

AGREED TO AND ACCEPTED this _____ day of _____, 2015.

LUBBOCK COUNTRY CLUB

By: Stacy Watson
Stacy Watson, General Manager,
Lubbock Country Club

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared **GLEN C. ROBERTSON**, Mayor of the City of Lubbock, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 2015.

Notary Public in and for the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS §
COUNTY OF LUBBOCK §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Stacy Watson, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and as an act and deed of said **Lubbock Country Club**.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of March, 2015.



Trudy Gamble
Notary Public in and for the State of Texas
My Commission Expires: 5/28/2017

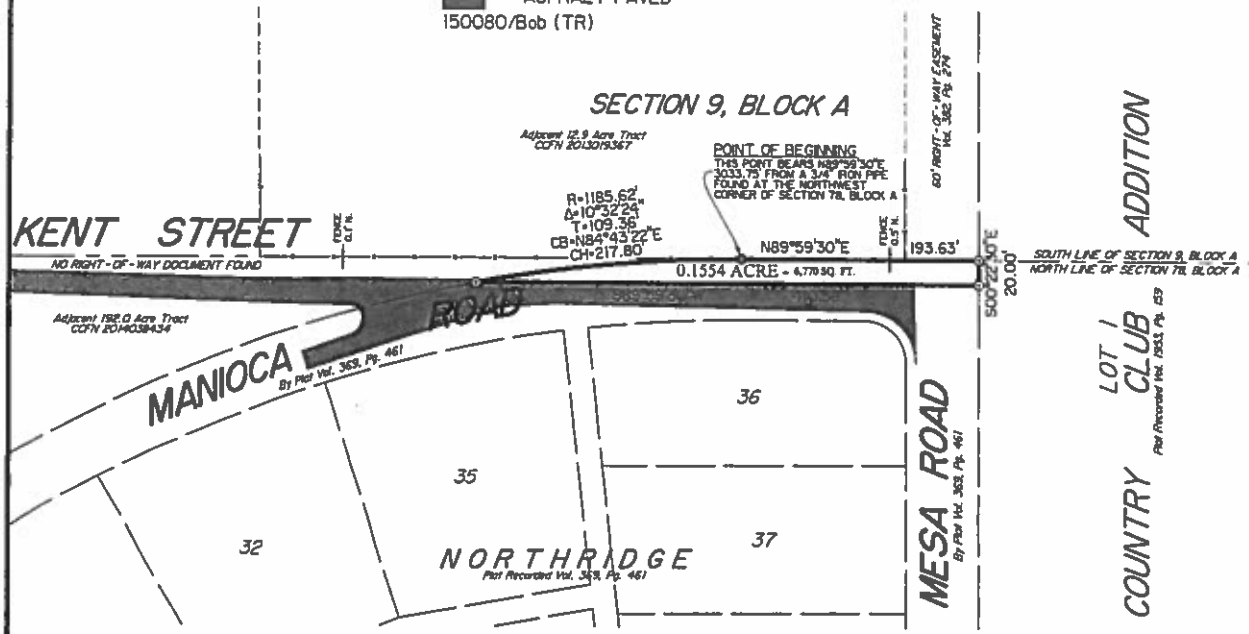
StUseLicense-Lubbock Country Club
2.18.15

EXHIBIT
"A"

PERIMETER SURVEY OF A 0.1554 ACRE TRACT
LOCATED IN
SECTION 78, BLOCK A
LUBBOCK COUNTY, TEXAS



- NOTES:
HEAVY LINES INDICATE PLAT LIMITS.
CONTROL MONUMENTS AS FOUND AND SHOWN.
⊙ - SET 1/2" IRON ROD WITH CAP "HRA"
● - FOUND 3/4" IRON PIPE
- APPROXIMATE EDGE OF ASPHALT
■ - ASPHALT PAVED
150080/Bob (TR)



METES AND BOUNDS DESCRIPTION of a 0.1554 of an acre portion of Manioca Road as dedicated by plat recorded in Volume 369, Page 461 of the Deed Records of Lubbock County, Texas, located in Section 78, Block A, Lubbock County, Texas, being further described as follows:

BEGINNING at a 3/4" iron pipe found in the North right-of-way line of said Manioca Road and the North line of Section 78, Block A at the Northwest corner of this tract, which bears N. 89°59'30" E. a distance of 3033.75 feet from the Northwest corner of Section 78, Block A, Lubbock County, Texas;

THENCE N. 89°59'30" E., along said North right-of-way line and the North line of Section 78, a distance of 193.63 feet to a 1/2" iron rod with cap marked "HRA" set in the East right-of-way line of Mesa Road as dedicated by plat recorded in Volume 369, Page 461 of the Deed Records of Lubbock County, Texas and the Western boundary of Lot 1, Country Club Addition, according to the map, plat and/or dedication deed thereof recorded in Volume 1953, Page 159 of the Deed Records of Lubbock County, Texas, for the Northeast corner of this tract;

THENCE S. 00°22'30" E., along said East right-of-way line and the Western boundary of said Lot 1, a distance of 20.00 feet to a 1/2" iron rod with cap marked "HRA" set for the Southeast corner of this tract;

THENCE S. 89°59'30" W. a distance of 410.58 feet to a 1/2" iron rod with cap marked "HRA" set in said North right-of-way line for the Southwest corner of this tract;

THENCE Northeasterly along said North right-of-way line, around a curve to the right, said curve having a radius of 1185.62 feet, a central angle of 10°32'24", tangent lengths of 109.36 feet, a chord bearing of N. 84°43'22" E. and a chord distance of 217.80 feet to the Point of Beginning.

Contains: 6,770 square feet.

Bearings are relative to the East line of Section 11, the West line of Section 78, previously surveyed and recognized as being North-South.

TITLE COMMITMENT

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

This survey and all information hereon is for the exclusive use of Roy Middleton and shall not be copied or used except for the purpose for which it is expressly furnished.

I, Brent Carroll, Texas Registered Professional Land Surveyor No. 5410, do hereby certify that this survey was made on the ground. A determination as to whether this property lies within a special flood hazard area was not made for this survey.
February 12, 2015
Revised March 25, 2015 to remove easement shown in error.

Brent Carroll
Brent Carroll
Registered Professional Land Surveyor
No. 5410 State of Texas

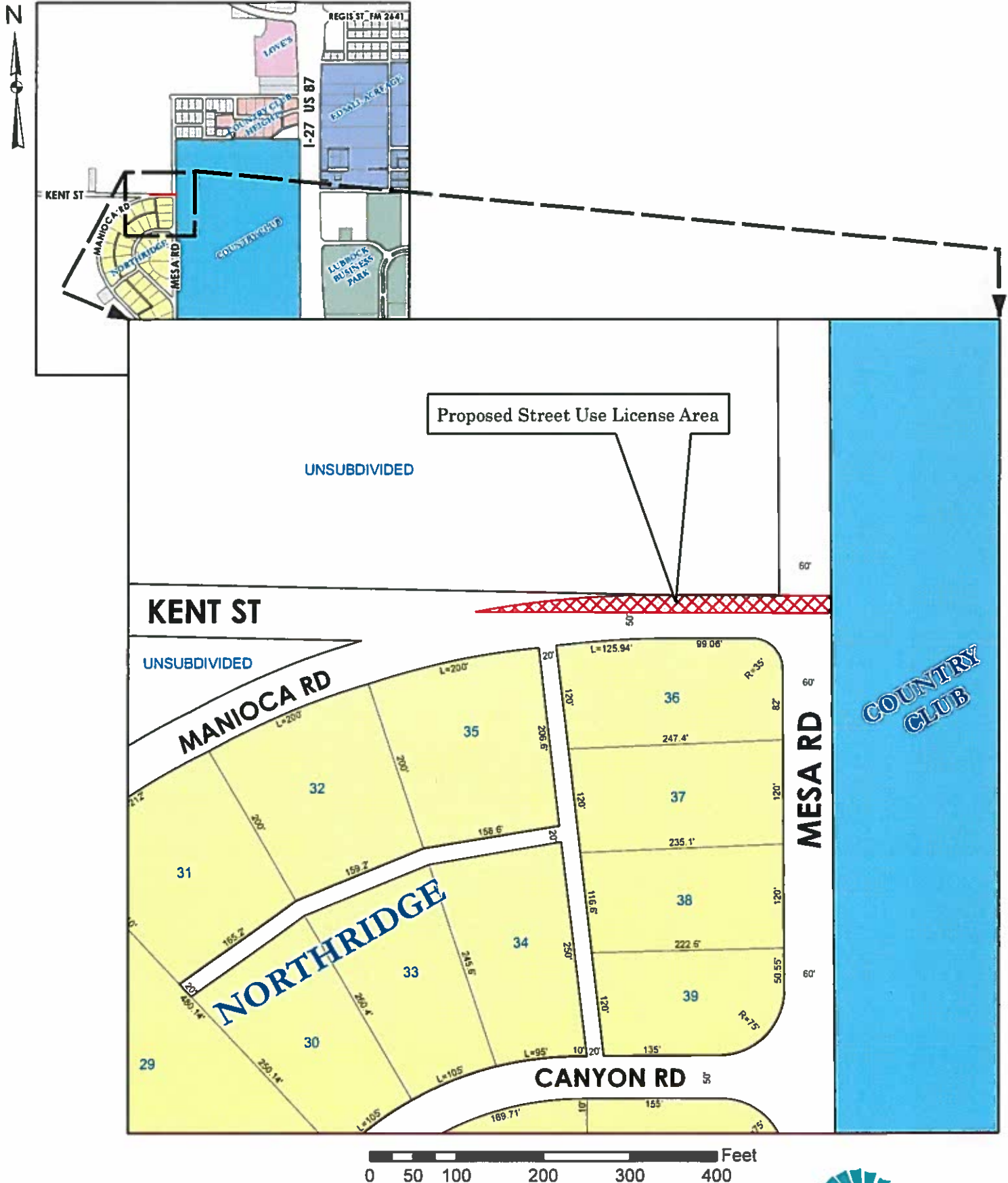
Brent Carroll

WARNING
This plat is invalid unless it bears an original signature across an embossed seal.

HR HUGO REED AND ASSOCIATES, INC.
LAND SURVEYORS 1801 AVENUE N
CIVIL ENGINEERS LUBBOCK, TEXAS 79401
TEXAS LICENSED SURVEYOR #10020-0001 PHONE: 806 / 783-8842
TEXAS PROFESSIONAL ENGINEERING #10020-0001 FAX: 806 / 783-8842

Copyright 2015, Hugo Reed and Associates, Inc. for the sole use of Title Co. for GP & any other identifiers as indicated in the certifications shown herein.

Proposed Street Use License Area for Private Underground Water Line
 Located at Mesa Road & Manioca Road and North of Lot 36, Northridge Addition



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



Regular City Council Meeting

5. 12.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution - Aviation: Consider an agreement authorizing the Mayor to execute Amendment 1 to the Architectural/Engineering Services contract 12147 for Lubbock Preston Smith International Airport Improvement Project for the Airfield Asphalt Repair Package Three with Parkhill, Smith, & Cooper, Inc.

Item Summary

This contract amendment is for the construction phase services related to the Airfield Asphalt Repair Package Three Project. The contract amendment modifies the scope of professional services in the original agreement dated February 27, 2015.

Task 4BID: Parkhill, Smith, & Cooper, Inc. will provide lump sum fee for bidding phase services. Task 4BID is a lump sum cost of \$15,300.

Task 5CON: Parkhill, Smith, & Cooper, Inc. will provide lump sum fee for construction administrative services. Task 5CON is a lump sum cost of \$50,100.

Task 6RPR: Parkhill, Smith, & Cooper, Inc. will provide an hourly rate fee with NTE amount for project resident project representative services. Task 6RPR is a lump sum cost of \$153,300.

Task 7CLO: Parkhill, Smith, & Cooper, Inc. will provide a lump sum fee for project closeout services. Task 7CLO is a lump sum cost \$13,275.

Task 9SSC: Parkhill, Smith, & Cooper, Inc. will provide reimbursable fee with NTE amount for sub consultant services (surveying, testing). Task 9SSC is a lump sum cost of \$80,000.

Total amendment one is \$311,975.

Time of completion is 202 calendar days.

Staff and Airport Advisory Board recommend approval of \$311,975 for the professional services and construction phase services for the Airfield Asphalt Repair Package Three Project.

Fiscal Impact

\$6.6 million is appropriated in Capital Improvement Project 8552, Airfield Asphalt Repair, with \$311,975 available for this purpose.

Staff/Board Recommending

Attachments

Resolution & Amendment - PSC

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 BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, an amendment to that certain Professional Services Agreement for Construction Phase Services for LBB Airfield Asphalt Repair Package 3, between the City of Lubbock and Parkhill, Smith & Cooper, Inc., and related documents, the terms of said amendment being attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council this _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, A.A.E.
Executive Director of Aviation

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

March 4, 2015

Ms. Kelly Campbell, A.A.E.
 Director of Aviation
 Lubbock Preston Smith International Airport
 Administration Office, 2nd Floor
 5401 N. Martin Luther King Jr. Blvd., Unit 389
 Lubbock, Texas 79403

Re: **Amendment No. 1 to Agreement for Professional Services,
 Construction Phase Services for LBB Airfield Asphalt Repair Package 3**

Dear Ms. Campbell:

As requested, we have prepared Amendment No. 1 for construction phase services related to the LBB Airfield Asphalt Repair Package 3 project. Refer to the detailed fee sheets attached for an itemization of the scope of services. The contract amendment modifies the scope of professional services included in our original agreement dated February 27, 2015.

The scope of professional services to be provided aligns with the allotted contract time of **202 calendar days to final completion**. Professional services required in excess of 202 calendar days shall be considered additional services and paid for according to Agreement for Engineering Services Exhibit A, A2.01 (18) and Exhibit B, B4.02.

Task 4BID	Lump Sum Fee for Bidding Phase Services (PSC)	\$ 15,300
Task 5CON	Lump Sum Fee for Construction Administrative Services (PSC)	\$ 50,100
Task 6RPR	Hourly Rate Fee w/ NTE amount for Project Resident Project Representative (RPR) Services (PSC)	\$153,300
Task 7CLO	Lump Sum Fee for Project Closeout Services (PSC)	\$ 13,275
Task 9SSC	Reimbursable Fee with NTE Amount for Subconsultant Services (Surveying, Testing)	\$ 80,000
TOTAL AMENDMENT NO. 1		\$311,975


We propose to modify the agreement between the City of Lubbock and Parkhill, Smith & Cooper, Inc. dated February 27, 2015 and to provide the approved Task 4, 5, 6, 7, and 9 services under the provisions of EXHIBIT B - PAYMENTS TO THE ENGINEER, PARAGRAPH B4.01 (Lump Sum and Hourly Rate Method) of the contract. Any necessary additional services will be provided according to EXHIBIT B - PAYMENTS TO THE ENGINEER, PARAGRAPH B4.02. Compensation for Tasks 4, 5, 6, 7, and 9 services shall not exceed the total above without Owner's written approval.

If the terms of this amendment are agreeable to you, please sign and return one copy of this letter to our office. We will take receipt of this signed letter as our notice to proceed with these services. We look forward to working with you in completing this project. If you have any questions please call either Mark Haberer or John Hamilton.

Sincerely,

PARKHILL, SMITH & COOPER, INC.

By 
John T. Hamilton, PE
Sector Director/Firm Principal

By 
Mark D. Haberer, PE
Project Manager/Firm Principal

Accepted by:

CITY OF LUBBOCK

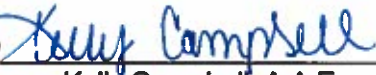
By _____
Glen Robertson
Mayor

Attest

By _____
Rebecca Garza
City Secretary

IN TRIPLICATE

Approved as to Content:

By 
Kelly Campbell, A.A.E.
Director of Aviation

Approved as to Form:

By 
Mitch Satterwhite
First Assistant City Attorney

MDH/as
Enclosures

X:\2014\2721.14\ADMIN\CONTRACTS\FINAL\KCampbell_contract amendment 1_th_mdh.doc

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET (Billing Rates)



LOCATION CODE: 01
 PROJECT NAME: LBB Airfield Asphalt Repair P3
 JOB NO.: 01-2721-14
 TASK: 4BID
 DATE: 03/04/15

FEE TYPE: Lump Sum
 PREPARED BY: MDH
 PRINCIPAL: MDH
 PROJ. MANAGER: MDH

MARKUP ON REIMB: 15.00%
 MARKUP ON DIRECTS: 15.00%

\$15,300

<p>TOTAL FEE: <u>\$15,297</u></p> <p>LABOR: <u>\$15,106</u></p> <p>REIMBURSABLE CONSULTANTS: _____</p> <p>REIMBURSABLE EXPENSES: _____</p> <p>DIRECT CONSULTANTS: _____</p> <p>DIRECT EXPENSES: <u>\$191</u></p>	<p>LABOR: <u>\$15,106</u></p> <p>DIRECTS: <u>\$191</u></p> <p>SUBTOTAL: <u>\$15,297</u></p> <p>REIMB. _____</p> <p>TOTAL FEE: <u>\$15,297</u></p>
---	--

LABOR BUDGETS:

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Sr Project Manager Civil/Struct	X5	PL VI	33	\$190.00	\$6,270
Prof Eng II Civil/Struct	X8	PL IV	24	\$140.00	\$3,360
Eng III-1 Civil/Struct	Y3	PL III	30	\$118.00	\$3,540
CADD II	E6	SS II		\$78.00	
Project Assistant (PASS) II	P4	SS III	8	\$86.00	\$688
Word Processor	W6	SS II	16	\$78.00	\$1,248

FEE ESTIMATING SHEET

PROJECT: LBB Airfield Asphalt Repair P3

JOB NO.: 01-2721-14

TASK: 4BND

SALARY		Discipline, Title, Labor Code, Rates							
Staff Initials (optional) --->		1	2	3	4	5	6	7	
Staff Discipline --->		MDH	RAM	SLS	LLP	SLM	ABS		
Staff Title --->		Civil_Struct	Civil_Struct	Civil_Struct	CADD_PASS_Clerical	CADD_PASS_Clerical	CADD_PASS_Clerical		
Support Staff (SS) or Professional Level (PL) --->		Sr Project Manager	Prof Eng II Civil/Struct	Eng III-1 Civil/Struct	CADD II	Project Assistant (PASS) II	Word Processor		
Labor Code --->		PL VI	PL IV	PL III	SS II	SS III	SS II		
Billing Rate --->		X5	X8	Y3	E6	P4	W6		
		\$190.00	\$140.00	\$118.00	\$78.00	\$86.00	\$78.00		
TASK	Trips								TOTAL
Modify specifications per 10G release		14	16	8			12		50
Prepare CSPP		2	4	4			4		14
Attend and present at GA meeting		2		2					4
Submit original bid documents to CoL Purchasing		1		1		1			3
Advertise project (by CoL Purchasing)									
Plan distribution (by CoL Purchasing)									
Prepare potential bidder's list		2							2
Conduct Pre-Bid Conference	1	3		3					6
Prepare agenda and issue minutes		1				2			3
Miscellaneous addenda, bidder questions		2	2	8		4			16
Attend Bid Opening	1		1	1					2
Evaluate bids and prepare recommendation		2	1	2		1			6
Coordinate and host pre-award meeting with Contractor and LBB		2		1					3
Attend LBB Airport Advisory Board Meeting		1							1
Attend Lubbock City Council Meeting		1							1
BUDGET SUBTOTALS:	HOURS/ Trips -	2	33	24	30	8	16		111
	SALARY		\$6,270	\$3,360	\$3,540	\$688	\$1,248		\$15,106

FEE ESTIMATING SHEET		PROJECT: LBB Airfield Asphalt Rep JOB NO. 01-2721-14		TASK: 4BID	
DIRECTS					
DIRECT CONSULTANT COSTS					SUBTOTAL
611 Structural Consultant					
612 Mech/Elec Consultant					
613 Environ/Civil Consultant					
614 Architectural Consultant					
615 Testing Consultant (Geotech, CMT, TAB, etc.)					
616 Surveying Consultant					
618 Other Consultant - Kitchen / Food Consultant					
618 Other Consultant - Acoustical Consultant					
618 Other Consultant - AV/IT Consultant					
618 Other Consultant					
TOTAL DIRECT CONSULTANTS					
DIRECT EXPENSES					
621 Travel					
Motel	Days @	Men @	/Man-day	=	
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @	/Day		=	
Car Rental	Days @	/Day		=	
Mileage	19 Miles @	\$0.575 @	2 Trips	=	\$21.85
SUBTOTAL					\$22
622 Reproductions					
Blackline Prints					
34" x 22"		Shts @	\$2.50 /Sht @	Sets =	
36" x 24"		Shts @	\$2.75 /Sht @	Sets =	
42" x 30		Shts @	\$3.25 /Sht @	Sets =	
Other		sf @	\$0.55 /sf @	Sets =	
Mounting Foam Board		Boards @	\$10.00 /ea @		
Printing:					
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =	
8-1/2" x 11" B&W	200	Originals @	\$0.09 /Sht @	1 Sets =	\$18.00
8-1/2" x 11" Color	100	Originals @	\$0.55 /Sht @	1 Sets =	\$55.00
11" x 17" B&W	50	Originals @	\$0.18 /Sht @	1 Sets =	\$9.00
11" x 17" Color	50	Originals @	\$1.05 /Sht @	1 Sets =	\$52.50
Binding Cost		Sets @	\$2.00 /Set	=	
Laminating		Shts @	\$2.00 /Sht	=	
Scan to file					
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=	
Scan Specs		Originals @	\$0.15 /Sht	=	
Scan Drawings		Originals @	\$1.50 /Sht	=	
SUBTOTAL					\$135
623 Models/Renderings/Photos					
		Shots @	/Shot		
624 Telephone					
5	Calls @	\$2.00	/Call		\$10
625 Meals					
	Days @	Men @	/Man-day		
626 Field Supplies					
628 Postage					
	Mailings @	/Mailing	(Standard)		
	Mailings @	/Mailing	(Overnight)		
630 Misc Reimbursable Exp					
632 Temporary Personnel					
636 Field Equip Rental					
639 TDLR Review / Inspection Fees					
643 NM Gross Receipt Tax					
TOTAL DIRECT EXPENSES					\$166

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET (Billing Rates)

LOCATION CODE: 01
 PROJECT NAME: LBB Airfield Asphalt Repair P3
 JOB NO.: 01-2721-14
 TASK: 5CON
 DATE: 03/04/15



FEE TYPE: Lump Sum
 PREPARED BY: MDH
 PRINCIPAL: MDH
 PROJ. MANAGER: MDH

MARKUP ON REIMB: 15.00%
 MARKUP ON DIRECTS: 15.00%

\$50,100

TOTAL FEE: <u>\$50,114</u>	LABOR: <u>\$49,020</u>
LABOR: <u>\$49,020</u>	DIRECTS: <u>\$1,094</u>
REIMBURSABLE CONSULTANTS: _____	SUBTOTAL: <u>\$50,114</u>
REIMBURSABLE EXPENSES: _____	REIMB. _____
DIRECT CONSULTANTS: _____	
DIRECT EXPENSES: <u>\$1,094</u>	TOTAL FEE: <u>\$50,114</u>

LABOR BUDGETS:

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Sr Project Manager Civil/Struct	X5	PL VI	90	\$190.00	\$17,100
Prof Eng II Civil/Struct	X8	PL IV	27	\$140.00	\$3,780
Eng III-1 Civil/Struct	Y3	PL III	186	\$118.00	\$21,948
Project Assistant (PASS) II	P4	SS III	72	\$86.00	\$6,192

SALARY		Discipline, Title, Labor Code, Rates							
		1	2	3	4	5	6	7	
Staff Initials (optional) --->		MDH	RAM	SLS	SLM				
Staff Discipline --->		Civil_Struct	Civil_Struct	Civil_Struct	CADD_PASS Clerical				
Staff Title --->		Sr Project Manager Civil/Struct	Prof Eng II Civil/Struct	Eng III-1 Civil/Struct	Project Assistant (PASS) II				
Support Staff (SS) or Professional Level (PL) --->		PL VI	PL IV	PL III	SS III				
Labor Code --->		X5	X8	Y3	P4				
Billing Rate --->		\$190.00	\$140.00	\$118.00	\$86.00				
TASK	Trips								TOTAL
CONSTRUCTION PHASE (202 calendar days to Final Completion)									
Conduct Preconstruction Conference			2		2				4
Prepare agenda and issue minutes			1			3			
Coordinate subconsultants			4		2	2			8
Review submittals			2	2	4	4			12
Site visits @ 1/wk and 2hrs/ea (28 weeks total)	28		16		40				56
BI-weekly progress meetings (including pre-pave) (15 total meetings)	15		20		20	30			70
Daily Coord. with RPR, Contractor and Owner			15	15	70				100
Review test reports and field data			2	2	16	4			24
Respond to RFPs (assume 1/month)			4	4	8	4			20
Prepare change orders (assume 2 for project)			2	4	4	2			12
Monthly contractor pay requests including final (7 total) weather days, etc.			7		7	7			21
Final inspection and prepare punch list	1		6		6	2			14
Prepare stmts. (7 total)			7			7			14
BUDGET SUBTOTALS:	HOURS/ Trips -	44	90	27	186	72			375
	SALARY		\$17,100	\$3,780	\$21,948	\$6,192			\$49,020

FEE ESTIMATING SHEET		PROJECT: LBB Airfield Asphalt Repr JOB NO. 01-2721-14		TASK: 5CON	
DIRECTS					
DIRECT CONSULTANT COSTS					SUBTOTAL
611 Structural Consultant					
612 Mech/Elec Consultant					
613 Environ/Civil Consultant					
614 Architectural Consultant					
615 Testing Consultant (Geotech, CMT, TAB, etc.)					
616 Surveying Consultant					
618 Other Consultant - Kitchen / Food Consultant					
618 Other Consultant - Acoustical Consultant					
618 Other Consultant - AV/IT Consultant					
618 Other Consultant					
TOTAL DIRECT CONSULTANTS					
DIRECT EXPENSES					
621 Travel					
Motel	Days @	Men @	/Man-day	=	
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @	/Day		=	
Car Rental	Days @	/Day		=	
Mileage	30 Miles @	\$0.575 @	44 Trips	=	\$759.00
SUBTOTAL					\$759
622 Reproductions					
Blackline Prints					
34" x 22"		Shts @	\$2.50 /Sht @	Sets =	
36" x 24"		Shts @	\$2.75 /Sht @	Sets =	
42" x 30		Shts @	\$3.25 /Sht @	Sets =	
Other		sf @	\$0.55 /sf @	Sets =	
Mounting Foam Board		Boards @	\$10.00 /ea @		
Printing:					
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =	
8-1/2" x 11" B&W	300	Originals @	\$0.09 /Sht @	1 Sets =	\$27.00
8-1/2" x 11" Color	100	Originals @	\$0.55 /Sht @	1 Sets =	\$55.00
11" x 17" B&W	100	Originals @	\$0.18 /Sht @	1 Sets =	\$18.00
11" x 17" Color	50	Originals @	\$1.05 /Sht @	1 Sets =	\$52.50
Binding Cost		Sets @	\$2.00 /Set	=	
Laminating		Shts @	\$2.00 /Sht	=	
Scan to file					
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=	
Scan Specs		Originals @	\$0.15 /Sht	=	
Scan Drawings		Originals @	\$1.50 /Sht	=	
SUBTOTAL					\$153
623 Models/Renderings/Photos					
		Shots @	/Shot		
624 Telephone					
10	Calls @	\$2.00	/Call		\$20
625 Meals					
	Days @	Men @	/Man-day		
626 Field Supplies					
628 Postage					
10	Mailings @	\$2.00	/Mailing (Standard)		\$20
628 Postage					
	Mailings @		/Mailing (Overnight)		
630 Misc Reimbursable Exp					
632 Temporary Personnel					
636 Field Equip Rental					
639 TDLR Review / Inspection Fees					
643 NM Gross Receipt Tax					
TOTAL DIRECT EXPENSES					\$952

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET (Billing Rates)



LOCATION CODE: 01
 PROJECT NAME: LBB Airfield asphalt Repair P3
 JOB NO.: 01-2721-14
 TASK: 6RPR
 DATE: 03/04/15

FEE TYPE: Hourly Rate w/Max
 PREPARED BY: MDH
 PRINCIPAL: MDH
 PROJ. MANAGER: MDH

MARKUP ON REIMB: 15.00%
 MARKUP ON DIRECTS: 15.00%

\$153,300

<p>TOTAL FEE: <u>\$153,326</u></p> <p>LABOR: <u>\$149,160</u></p> <p>REIMBURSABLE. CONSULTANTS: _____</p> <p>REIMBURSABLE. EXPENSES: <u>\$4,166</u></p> <p>DIRECT CONSULTANTS: _____</p> <p>DIRECT EXPENSES: _____</p>	<p>LABOR: <u>\$149,160</u></p> <p>DIRECTS: _____</p> <p>SUBTOTAL: <u>\$149,160</u></p> <p>REIMB. <u>\$4,166</u></p> <p>TOTAL FEE: <u>\$153,326</u></p>
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LABOR BUDGETS:

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
RPR III	R2	PL III	1,356	\$110.00	\$149,160
Eng III-1 Civil/Struct	Y3	PL III		\$118.00	

FEE ESTIMATING SHEET		PROJECT: LBB Airfield asphalt Repair P3		JOB NO.: 01-2721-14		TASK: 6RPR		
SALARY		Discipline, Title, Labor Code, Rates						
		1	2	3	4	5	6	7
Staff Initials (optional) →		JTP	SLS					
Staff Discipline →		RPRs_Techs	Civil_Struct					
Staff Title →		RPR III	Eng III-1 Civil/Struct					
Support Staff (SS) or Professional Level (PL) →		PL III	PL III					
Labor Code →		R2	Y3					
Billing Rate →		\$110.00	\$118.00					
TASK	Trips							TOTAL
CONSTRUCTION PHASE (202 calendar days to final completion)								
Pre-project preparation, etc (7 days @ 8hr/day)			56					56
RPR Full Time from NTP through Final Completion @ 9hrs/day M-F + 4.5hrs/day Sat.	180		1300					1,300
BUDGET SUBTOTALS:	HOURS/ Trips -	180	1356					1356
	SALARY		\$149,160					\$149,160

FEE ESTIMATING SHEET		PROJECT: LBB Airfield asphalt Repa JOB NO. 01-2721-14		TASK: 6RPR	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511 Structural Consultant					
512 Mech/Elec Consultant					
513 Environ/Civil Consultant					
514 Architectural Consultant					
515 Testing Consultant (Geotech, CMT, TAB, etc.)					
516 Surveying Consultant					
518 Other Consultant - Kitchen / Food Consultant					
518 Other Consultant - Acoustical Consultant					
518 Other Consultant - AV/ IT Consultant					
518 Other Consultant					
TOTAL REIMBURSABLE CONSULTANTS					
REIMBURSABLE EXPENSES					
521 Travel					
Motel	Days @	Men @	/Man-day	=	
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @	/Day		=	
Car Rental	Days @	/Day		=	
Mileage	35 Miles @	\$0.575 @	180 Trips	=	\$3,622.50
SUBTOTAL					\$3,623
522 Reproductions					
Blackline / Color Plots					
34" x 22"		Shts @	\$2.50 /Sht @	Sets =	
36" x 24"		Shts @	\$2.75 /Sht @	Sets =	
42" x 30		Shts @	\$3.25 /Sht @	Sets =	
Other		sf @	\$0.55 /sf @	Sets =	
Mounting Foam Board		Boards @	\$10.00 /ca @		
Printing:					
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =	
8-1/2" x 11" B&W		Originals @	\$0.09 /Sht @	Sets =	
8-1/2" x 11" Color		Originals @	\$0.55 /Sht @	Sets =	
11" x 17" B&W		Originals @	\$0.18 /Sht @	Sets =	
11" x 17" Color		Originals @	\$1.05 /Sht @	Sets =	
Binding Cost		Sets @	\$2.00 /Set	=	
Laminating		Shts @	\$2.00 /Sht	=	
Scan to file					
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=	
Scan Specs		Originals @	\$0.15 /Sht	=	
Scan Drawings		Originals @	\$1.50 /Sht	=	
SUBTOTAL					
523 Models/Renderings/Photos		Shots @	/Shot		
524 Telephone		Calls @	/Call		
525 Meals		Days @	Men @	/Man-day	
526 Field Supplies					
528 Postage		Mailings @	/Mailing (Standard)		
528 Postage		Mailings @	/Mailing (Overnight)		
530 Misc Reimbursable Exp					
532 Temporary Personnel					
536 Field Equip Rental					
539 TDLR Review / Inspection Fees					
543 NM Gross Receipt Tax					
TOTAL REIMBURSABLE EXPENSES					\$3,623

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET (Billing Rates)

LOCATION CODE: 01
 PROJECT NAME: LBB Airfield Asphalt Repair P3
 JOB NO.: 01-2721-14
 TASK: 7COS
 DATE: 03/04/15



FEE TYPE: Lump Sum
 PREPARED BY: MDH
 PRINCIPAL: MDH
 PROJ. MANAGER: MDH

MARKUP ON REIMB: 15.00%
 MARKUP ON DIRECTS: 15.00%

\$13,275

TOTAL FEE:	<u>\$13,275</u>	LABOR:	<u>\$13,080</u>
LABOR:	<u>\$13,080</u>	DIRECTS:	<u>\$195</u>
REIMBURSABLE CONSULTANTS:	<u> </u>	SUBTOTAL:	<u>\$13,275</u>
REIMBURSABLE EXPENSES:	<u> </u>	REIMB.	<u> </u>
DIRECT CONSULTANTS:	<u> </u>		
DIRECT EXPENSES:	<u>\$195</u>	TOTAL FEE:	<u>\$13,275</u>

LABOR BUDGETS:

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
Sr Project Manager Civil/Struct	X5	PL VI	14	\$190.00	\$2,660
Prof Eng II Civil/Struct	X8	PL IV	10	\$140.00	\$1,400
Eng III-1 Civil/Struct	Y3	PL III	32	\$118.00	\$3,776
Project Assistant (PASS) II	P4	SS III	26	\$86.00	\$2,236
RPR III	R2	PL III	16	\$110.00	\$1,760
CADD II	E6	SS II	16	\$78.00	\$1,248

SALARY		Discipline, Title, Labor Code, Rates							
		1	2	3	4	5	6	7	
Staff Initials (optional) -->									
Staff Discipline -->		Civil_Struct	Civil_Struct	Civil_Struct	Clerical	RPRs_Techs	Clerical		
Staff Title -->		Sr Project Manager	Prof Eng II	Eng III-1	Project Assistant (PASS) II	RPR III	CADD II		
Support Staff (SS) or Professional Level (PL) -->		Civil/Struct	Civil/Struct	Civil/Struct	(PASS) II	RPR III	CADD II		
Labor Code -->		PL VI	PL IV	PL III	SS III	PL III	SS II		
Billing Rate -->		X5	X8	Y3	P4	R2	E6		
		\$190.00	\$140.00	\$118.00	\$86.00	\$110.00	\$78.00		
TASK	Trips								TOTAL
Project Final Report		8	8	24	24	8			72
Record drawings		2	2	4			16		24
Revise ALP documents (layout drawing only) (not in project scope)									
Update Part 139 Signage and Marking Plan (not in project scope)									
Update 5010 Data (not in project scope)									
Input project into AGIS (not included in scope)									
Update Airport Chart/Diagram (not in project scope)									
Warranty inspection (1 year following final completion)	2	4		4	2	8			18
BUDGET SUBTOTALS:	HOURS/ Trips -	2	14	10	32	26	16	16	114
	SALARY		\$2,660	\$1,400	\$3,776	\$2,236	\$1,760	\$1,248	\$13,080

FEE ESTIMATING SHEET		PROJECT: LBB Airfield Asphalt Rep JOB NO. 01-2721-14		TASK: 7COS		
DIRECTS						
DIRECT CONSULTANT COSTS					SUBTOTAL	
611 Structural Consultant						
612 Mech/Elec Consultant						
613 Environ/Civil Consultant						
614 Architectural Consultant						
615 Testing Consultant (Geotech, CMT, TAB, etc.)						
616 Surveying Consultant						
618 Other Consultant - Kitchen / Food Consultant						
618 Other Consultant - Acoustical Consultant						
618 Other Consultant - AV/ IT Consultant						
618 Other Consultant						
TOTAL DIRECT CONSULTANTS						
DIRECT EXPENSES						
621 Travel						
Motel	Days @		Men @	/Man-day	=	
Air Travel	Air Fare @		Men @	/Man	=	
Parking	Days @			/Day	=	
Car Rental	Days @			/Day	=	
Mileage	35 Miles @	\$0.575	@	2 Trips	= \$40.25	
					SUBTOTAL	\$40
622 Reproductions						
Blackline Prints						
34" x 22"		Shts @	\$2.50 /Sht @	Sets =		
36" x 24"		Shts @	\$2.75 /Sht @	Sets =		
42" x 30		Shts @	\$3.25 /Sht @	Sets =		
Other		sf @	\$0.55 /sf @	Sets =		
Mounting Foam Board		Boards @	\$10.00 /ca @			
Printing:						
Set Up Fee		Originals @	\$0.15 /Sht @	Submittals =		
8-1/2" x 11" B&W	100	Originals @	\$0.09 /Sht @	1 Sets =	\$9.00	
8-1/2" x 11" Color	50	Originals @	\$0.55 /Sht @	1 Sets =	\$27.50	
11" x 17" B&W	40	Originals @	\$0.18 /Sht @	5 Sets =	\$36.00	
11" x 17" Color	10	Originals @	\$1.05 /Sht @	5 Sets =	\$52.50	
Binding Cost	2	Sets @	\$2.00 /Set	=	\$4.00	
Laminating		Shts @	\$2.00 /Sht	=		
Scan to file						
Burn to CD/DVD		CD/DVD @	\$13.50 /each	=		
Scan Specs		Originals @	\$0.15 /Sht	=		
Scan Drawings		Originals @	\$1.50 /Sht	=		
					SUBTOTAL	\$129
623 Models/Renderings/Photos						
			Shots @	/Shot		
624 Telephone						
		Calls @		/Call		
625 Meals						
		Days @	Men @	/Man-day		
626 Field Supplies						
628 Postage						
		Mailings @		/Mailing (Standard)		
		Mailings @		/Mailing (Overnight)		
630 Misc Reimbursable Exp						
632 Temporary Personnel						
636 Field Equip Rental						
639 TDLR Review / Inspection Fees						
643 NM Gross Receipt Tax						
TOTAL DIRECT EXPENSES					\$169	

PARKHILL, SMITH & COOPER, INC.
PROJECT BUDGET SHEET (Billing Rates)



LOCATION CODE: 01
 PROJECT NAME: LBB Sairfield Asphalt Repair P3
 JOB NO.: 01-2721-14
 TASK: 9SSC
 DATE: 03/04/15

FEE TYPE: Hourly Rate w/Max
 PREPARED BY: MDH
 PRINCIPAL: MDH
 PROJ. MANAGER: MDH

MARKUP ON REIMB: 15.00%
 MARKUP ON DIRECTS: 15.00%

\$80,000

<p>TOTAL FEE: <u>\$80,019</u></p> <p>LABOR: _____</p> <p>REIMBURSABLE CONSULTANTS: <u>\$80,019</u></p> <p>REIMBURSABLE EXPENSES: _____</p> <p>DIRECT CONSULTANTS: _____</p> <p>DIRECT EXPENSES: _____</p>	<p>LABOR: _____</p> <p>DIRECTS: _____</p> <p>SUBTOTAL: _____</p> <p>REIMB. <u>\$84,453</u></p> <p>TOTAL FEE: <u>\$84,453</u></p>
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LABOR BUDGETS:

DESCRIPTION	LABOR CODE	SS or PL Level	HOURS	RATE	COSTS
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FEE ESTIMATING SHEET		PROJECT: LBB Sairfield Asphalt Rep JOB NO. 01-2721-14		TASK: 9SSC	
REIMBURSABLES					
REIMBURSABLE CONSULTANT COSTS					SUBTOTAL
511 Structural Consultant					
512 Mech/Elec Consultant					
513 Environ/Civil Consultant					
514 Architectural Consultant					
515 Testing Consultant (Geotech, CMT, TAB, etc.)					CMT Engineering \$43,877
516 Surveying Consultant					Parkhill, Smith and Cooper, Inc. \$29,560
518 Other Consultant - Kitchen / Food Consultant					
518 Other Consultant - Acoustical Consultant					
518 Other Consultant - AV/ IT Consultant					
518 Other Consultant					
TOTAL REIMBURSABLE CONSULTANTS					\$73,437
REIMBURSABLE EXPENSES					
521 Travel					
Motel	Days @	Men @	/Man-day	=	
Air Travel	Air Fare @	Men @	/Man	=	
Parking	Days @	/Day		=	
Car Rental	Days @	/Day		=	
Mileage	Miles @	\$0.560 @	Trips	=	
SUBTOTAL					
522 Reproductions					
Blackline / Color Plots					
34" x 22"	Shts @	\$2.50 /Sht @	Sets	=	
36" x 24"	Shts @	\$2.75 /Sht @	Sets	=	
42" x 30	Shts @	\$3.25 /Sht @	Sets	=	
Other	sf @	\$0.55 /sf @	Sets	=	
Mounting Foam Board	Boards @	\$10.00 /ca @			
Printing:					
Set Up Fee	Originals @	\$0.15 /Sht @	Submittals =		
8-1/2" x 11" B&W	Originals @	\$0.09 /Sht @	Sets =		
8-1/2" x 11" Color	Originals @	\$0.55 /Sht @	Sets =		
11" x 17" B&W	Originals @	\$0.18 /Sht @	Sets =		
11" x 17" Color	Originals @	\$1.05 /Sht @	Sets =		
Binding Cost	Sets @	\$2.00 /Set	=		
Laminating	Shts @	\$2.00 /Sht	=		
Scan to file					
Burn to CD/DVD	CD/DVD @	\$13.50 /each	=		
Scan Specs	Originals @	\$0.15 /Sht	=		
Scan Drawings	Originals @	\$1.50 /Sht	=		
SUBTOTAL					
523 Models/Renderings/Photos					
	Shots @	/Shot			
524 Telephone					
	Calls @	/Call			
525 Meals					
	Days @	Men @	/Man-day		
526 Field Supplies					
528 Postage					
	Mailings @	/Mailing (Standard)			
	Mailings @	/Mailing (Overnight)			
530 Misc Reimbursable Exp					
532 Temporary Personnel					
536 Field Equip Rental					
539 TDLR Review / Inspection Fees					
543 NM Gross Receipt Tax					
TOTAL REIMBURSABLE EXPENSES					



March 3rd, 2015

Mr. Mark D. Haberer, P.E.
Firm Principal
Parkhill, Smith & Cooper, Inc.
4222 85th Street
Lubbock, Texas 79423

Re: Construction Materials Testing
Lubbock Preston Smith International Airport
LBB Airfield Asphalt Repair – Package 3
Lubbock, Texas

Dear Mr. Haberer:

We greatly appreciate the opportunity to provide you with a fee proposal for the construction materials testing at the subject project in Lubbock, Texas.

The attached proposal is based on the Summary of Testing document provided by you and our projection of the construction schedule. This proposal should not be taken as a lump sum proposal as all testing will be billed on an as needed basis according to the fees shown on the attached proposal dated December 4, 2014.

Level IA HMAC Technician rates have been used to cover the daily testing of hot-mix such as asphalt content, lab molded density, in-place air voids, bulk gravity and rice gravity. Level IB HMAC Technician rates have been used to cover the field testing such as thermal profiles, segregation profiles and joint density.

We look forward to working with you on this project. If you have any questions or need any additional information please feel free to contact me.

Sincerely,

Bryan Wilson, P.E.
Vice President
CMT Engineering, Inc.
Texas Registered Engineering Firm 13112

**Construction Materials Testing
Fee Proposal**

CMT Engineering, Inc
12804 County Road 2500
Lubbock TX 79404
Office (806) 771-7283
Fax (806) 771-7062



Client: Parkhill, Smith & Cooper, Inc.
Project: LBB Airfield Asphalt Repair - Package 3
Location: LPSI - Lubbock, Texas
Date: 3/3/2015

Laboratory Tests			
Soils	Fee	Qty.	Extension
Standard Proctor (4" mold)	\$ 160.00	11	\$ 1,760.00
Standard Proctor (6" mold)	\$ 210.00	11	\$ 2,310.00
Atterberg Limits	\$ 70.00	22	\$ 1,540.00
Classification of soils (inc washed grad)	\$ 75.00	22	\$ 1,650.00
Flex Base			
Standard Proctor (6" Mold)	\$ 210.00	10	\$ 2,100.00
Bulk Gravity / Moisture Correction	\$ 50.00	10	\$ 500.00
Wet Ball Mill	\$ 250.00	2	\$ 500.00
Atterberg Limits	\$ 70.00	2	\$ 140.00
Washed Gradation	\$ 75.00	4	\$ 300.00
Triaxial (Strength and Class)	\$ 1,600.00	2	\$ 3,200.00
Aggregates			
Dry Gradation	\$ 60.00	1	\$ 60.00
Washed Gradation	\$ 75.00	1	\$ 75.00
Magnesium Soundness	\$ 350.00	1	\$ 350.00
L.A. Abrasion	\$ 325.00	1	\$ 325.00
Micro Deval	\$ 325.00	1	
Flat and Elongated	\$ 100.00	1	\$ 100.00
Crushed Face Count	\$ 75.00	1	\$ 75.00
Decant	\$ 75.00	1	\$ 75.00
Deleterious	\$ 75.00	1	\$ 75.00
Sand			
Sand Equivalent	\$ 125.00	1	\$ 125.00
Hot Mix			
Hamburg Wheel Tracking	\$ 500.00	1	\$ 500.00
Abson Recovery W extraction	\$ 250.00	1	\$ 250.00
Field Testing*			
Nuclear Field Density (3 min)	\$ 25.00	200	\$ 5,000.00
Flex Base depth Check	\$ 30.00	130	\$ 3,900.00
Slump	\$ 25.00	31	\$ 775.00
Entrained Air	\$ 35.00	31	\$ 1,085.00
Temperature	\$ 5.00	31	\$ 155.00
Concrete Cores per inch (min 4")	\$ 25.00	70	\$ 1,750.00
Making Beams (ea) (4 min) Incid breaks	\$ 60.00	20	\$ 1,200.00
Technician / Engineering / Administrative			
Technician Hourly (Two hour minimum)	\$ 59.00	100	\$ 5,900.00
Technician Overtime Hourly**	\$ 69.00	20	\$ 1,380.00
Level 1A (within 30 miles of CMT Lubbock office)	\$ 625.00	5	\$ 3,125.00
Level 1B (within 30 miles of CMT Lubbock office)	\$ 625.00	5	\$ 3,125.00
Administrative/Clerical (1 hr minimum monthly)	\$ 59.00	8	\$ 472.00
Estimated Total			\$ 43,877.00

* Field testing is billed in addition to Tech hourly rates
** Hourly rates apply portal to portal, between 8:00 am and 5:00 pm, Monday through Friday. Overtime rates will be applied when services are provided outside of the before mentioned hours.

Mark Haberer

From: Sam Wyatt
Sent: Monday, March 02, 2015 3:32 PM
To: Mark Haberer
Cc: Richard Multer; Stephen Schwieterman
Subject: LBB Airfield Asphalt Repair (Project No. 2721.14)

Mark,

I am providing a proposal for surveying services on the above project. I propose to perform this work on an as-needed basis. Since all three phases of construction are similar in size, I think it will be safe to price each phase the same way. Here is a breakdown of the costs I anticipate per trip base on a 10-hour field day.

RPLS (10 hours @ \$140/hour):	\$1,400.00
RPLS (4 hours office @ \$140/hour):	\$ 560.00
Survey Technician (10 hours @ \$115/hour):	\$1,150.00
Mileage (40 miles):	\$ 25.00
<u>Meal Reimbursement:</u>	<u>\$ 30.00</u>
Total per 10-hour day:	\$3,165.00

I am planning on two trips per phase (one for base and one for finish). In addition to this, I am including one extra day to cover any miscellaneous fieldwork. Three trips per phase @ \$3,165.00/trip = \$9,495.00/phase
Three phases @ \$9,495.00/phase = \$28,485.00

I am adding an additional 5 hours to verify the existing control points and establish any missing control points. I will perform this control work before any as-built points are measured. I estimate this one-time cost to be \$1,075.00 including our GPS rate and mileage.

I estimate the total cost of surveying services for this project to be \$29,560.00

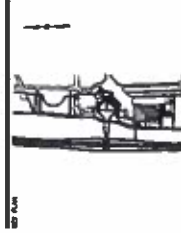
Sam Wyatt
Professional Surveyor

PARKHILLSMITH&COOPER | 4222 85th Street | Lubbock, Texas 79423 | 806.473.2200 | team-pssc.com



LBB AIRFIELD ASPHALT REPAIR PACKAGE 3

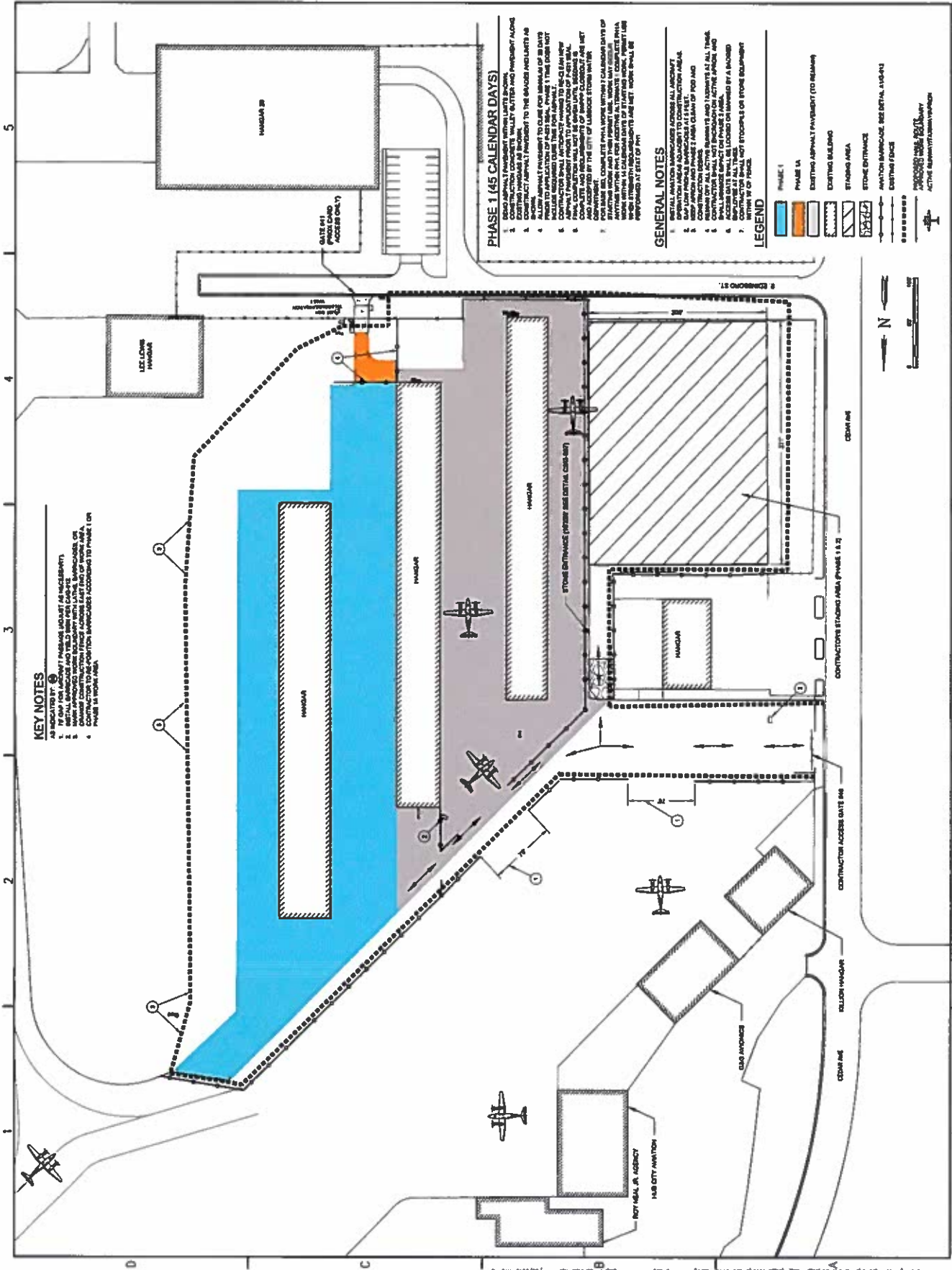
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT



1.	DATE	08/27/2013
2.	BY	J. SMITH
3.	APP. BY	J. SMITH
4.	DATE	08/27/2013
5.	BY	J. SMITH
6.	APP. BY	J. SMITH
7.	DATE	08/27/2013
8.	BY	J. SMITH
9.	APP. BY	J. SMITH

PHASE 1 PHASING AND SAFETY PLAN

G-009



KEY NOTES

1. INDICATED BY (C) ARE ALL PHASING AND SAFETY PLAN REQUIREMENTS. CONTRACTOR SHALL MAINTAIN ALL PHASING AND SAFETY PLAN REQUIREMENTS THROUGHOUT THE PROJECT. CONTRACTOR SHALL MAINTAIN ALL PHASING AND SAFETY PLAN REQUIREMENTS THROUGHOUT THE PROJECT.
2. CONTRACTOR SHALL MAINTAIN ALL PHASING AND SAFETY PLAN REQUIREMENTS THROUGHOUT THE PROJECT.
3. CONTRACTOR SHALL MAINTAIN ALL PHASING AND SAFETY PLAN REQUIREMENTS THROUGHOUT THE PROJECT.
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5. CONTRACTOR SHALL MAINTAIN ALL PHASING AND SAFETY PLAN REQUIREMENTS THROUGHOUT THE PROJECT.
6. CONTRACTOR SHALL MAINTAIN ALL PHASING AND SAFETY PLAN REQUIREMENTS THROUGHOUT THE PROJECT.

PHASE 1 (45 CALENDAR DAYS)

1. DEMO ASPHALT PAVEMENT WITHIN LATCH BARRICADE.
2. DEMO ASPHALT PAVEMENT WITHIN LATCH BARRICADE.
3. CONTRACT ASPHALT PAVEMENT TO THE EXISTING ASPHALT PAVEMENT ALONG THE LATCH BARRICADE.
4. ALLOW ASPHALT PAVEMENT TO CURE FOR MINIMUM OF 30 DAYS.
5. CONTRACTOR SHALL MAINTAIN ALL PHASING AND SAFETY PLAN REQUIREMENTS THROUGHOUT THE PROJECT.
6. CONTRACTOR SHALL MAINTAIN ALL PHASING AND SAFETY PLAN REQUIREMENTS THROUGHOUT THE PROJECT.
7. CONTRACTOR SHALL MAINTAIN ALL PHASING AND SAFETY PLAN REQUIREMENTS THROUGHOUT THE PROJECT.
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19. CONTRACTOR SHALL MAINTAIN ALL PHASING AND SAFETY PLAN REQUIREMENTS THROUGHOUT THE PROJECT.
20. CONTRACTOR SHALL MAINTAIN ALL PHASING AND SAFETY PLAN REQUIREMENTS THROUGHOUT THE PROJECT.

GENERAL NOTES

1. CONTRACTOR SHALL MAINTAIN ALL PHASING AND SAFETY PLAN REQUIREMENTS THROUGHOUT THE PROJECT.
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19. CONTRACTOR SHALL MAINTAIN ALL PHASING AND SAFETY PLAN REQUIREMENTS THROUGHOUT THE PROJECT.
20. CONTRACTOR SHALL MAINTAIN ALL PHASING AND SAFETY PLAN REQUIREMENTS THROUGHOUT THE PROJECT.

LEGEND

(Color)	PHASE 1
(Color)	PHASE 1A
(Color)	EXISTING ASPHALT PAVEMENT (TO REMAIN)
(Color)	EXISTING BUILDING
(Color)	STAGING AREA
(Color)	STORM DRAINAGE
(Color)	STORM ENTRANCE
(Color)	AVIATION BARRICADE (SEE DETAIL 110-013)
(Color)	CONTRACTOR ACCESS
(Color)	CONTRACTOR ACCESS GATE
(Color)	CONTRACTOR ACCESS GATE 1A
(Color)	CONTRACTOR ACCESS GATE 1B
(Color)	CONTRACTOR ACCESS GATE 1C
(Color)	CONTRACTOR ACCESS GATE 1D
(Color)	CONTRACTOR ACCESS GATE 1E
(Color)	CONTRACTOR ACCESS GATE 1F
(Color)	CONTRACTOR ACCESS GATE 1G
(Color)	CONTRACTOR ACCESS GATE 1H
(Color)	CONTRACTOR ACCESS GATE 1I
(Color)	CONTRACTOR ACCESS GATE 1J
(Color)	CONTRACTOR ACCESS GATE 1K
(Color)	CONTRACTOR ACCESS GATE 1L
(Color)	CONTRACTOR ACCESS GATE 1M
(Color)	CONTRACTOR ACCESS GATE 1N
(Color)	CONTRACTOR ACCESS GATE 1O
(Color)	CONTRACTOR ACCESS GATE 1P
(Color)	CONTRACTOR ACCESS GATE 1Q
(Color)	CONTRACTOR ACCESS GATE 1R
(Color)	CONTRACTOR ACCESS GATE 1S
(Color)	CONTRACTOR ACCESS GATE 1T
(Color)	CONTRACTOR ACCESS GATE 1U
(Color)	CONTRACTOR ACCESS GATE 1V
(Color)	CONTRACTOR ACCESS GATE 1W
(Color)	CONTRACTOR ACCESS GATE 1X
(Color)	CONTRACTOR ACCESS GATE 1Y
(Color)	CONTRACTOR ACCESS GATE 1Z

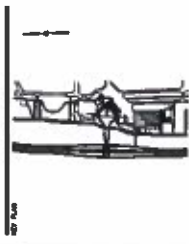




Lubbock Preston Smith International Airport

LBB AIRFIELD ASPHALT REPAIR PACKAGE 3

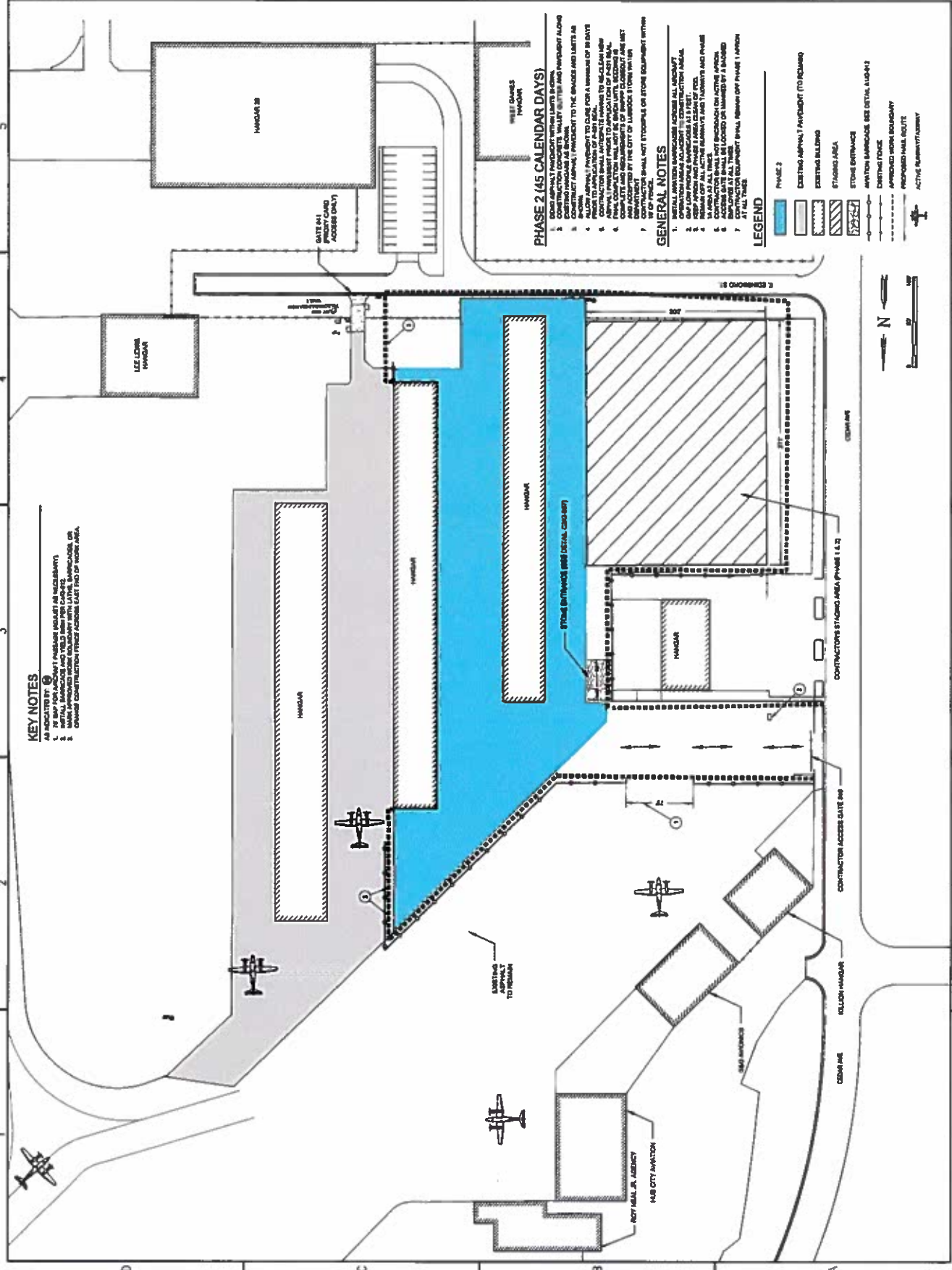
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT



1	CONTRACTOR'S OFFICE
2	CONTRACTOR'S OFFICE
3	CONTRACTOR'S OFFICE
4	CONTRACTOR'S OFFICE
5	CONTRACTOR'S OFFICE
6	CONTRACTOR'S OFFICE
7	CONTRACTOR'S OFFICE

PHASE 2 PHASING AND SAFETY PLAN

G-010



KEY NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS AND AIRFIELDS, 10TH EDITION, 2002, AS AMENDED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS AND AIRFIELDS, 10TH EDITION, 2002, AS AMENDED.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS AND AIRFIELDS, 10TH EDITION, 2002, AS AMENDED.
4. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS AND AIRFIELDS, 10TH EDITION, 2002, AS AMENDED.
5. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS AND AIRFIELDS, 10TH EDITION, 2002, AS AMENDED.

PHASE 2 (45 CALENDAR DAYS)

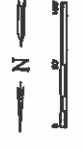
1. DOOR ASPHALT PAVEMENT WITHIN LAYOUT BOUNDS.
2. CONSTRUCTION OF ASPHALT PAVEMENT WITHIN LAYOUT BOUNDS.
3. CONSTRUCTION OF ASPHALT PAVEMENT WITHIN LAYOUT BOUNDS.
4. CONSTRUCTION OF ASPHALT PAVEMENT WITHIN LAYOUT BOUNDS.
5. CONSTRUCTION OF ASPHALT PAVEMENT WITHIN LAYOUT BOUNDS.
6. CONSTRUCTION OF ASPHALT PAVEMENT WITHIN LAYOUT BOUNDS.
7. CONSTRUCTION OF ASPHALT PAVEMENT WITHIN LAYOUT BOUNDS.
8. CONSTRUCTION OF ASPHALT PAVEMENT WITHIN LAYOUT BOUNDS.
9. CONSTRUCTION OF ASPHALT PAVEMENT WITHIN LAYOUT BOUNDS.
10. CONSTRUCTION OF ASPHALT PAVEMENT WITHIN LAYOUT BOUNDS.

GENERAL NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS AND AIRFIELDS, 10TH EDITION, 2002, AS AMENDED.
2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS AND AIRFIELDS, 10TH EDITION, 2002, AS AMENDED.
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10. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF THE STANDARD SPECIFICATIONS FOR CONSTRUCTION OF AIRPORTS AND AIRFIELDS, 10TH EDITION, 2002, AS AMENDED.

LEGEND

[Symbol]	PHASE 2
[Symbol]	EXISTING ASPHALT PAVEMENT (TO REMAIN)
[Symbol]	CONCRETE PAVEMENT
[Symbol]	GRAVEL
[Symbol]	STORAGE AREA
[Symbol]	STORAGE ENTRANCE
[Symbol]	AVIATION SURFACE (SEE DETAIL A104-1)
[Symbol]	DEFINITION FENCE
[Symbol]	APPROVED VEHICLE BOUNDARY
[Symbol]	PROPOSED WALK ROUTE
[Symbol]	ACTIVE RUNWAY/TAXIWAY

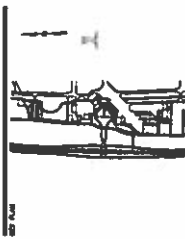


1 2 3 4 5
A B C D



**LEB AIRFIELD
ASPHALT REPAIR
PACKAGE 3**

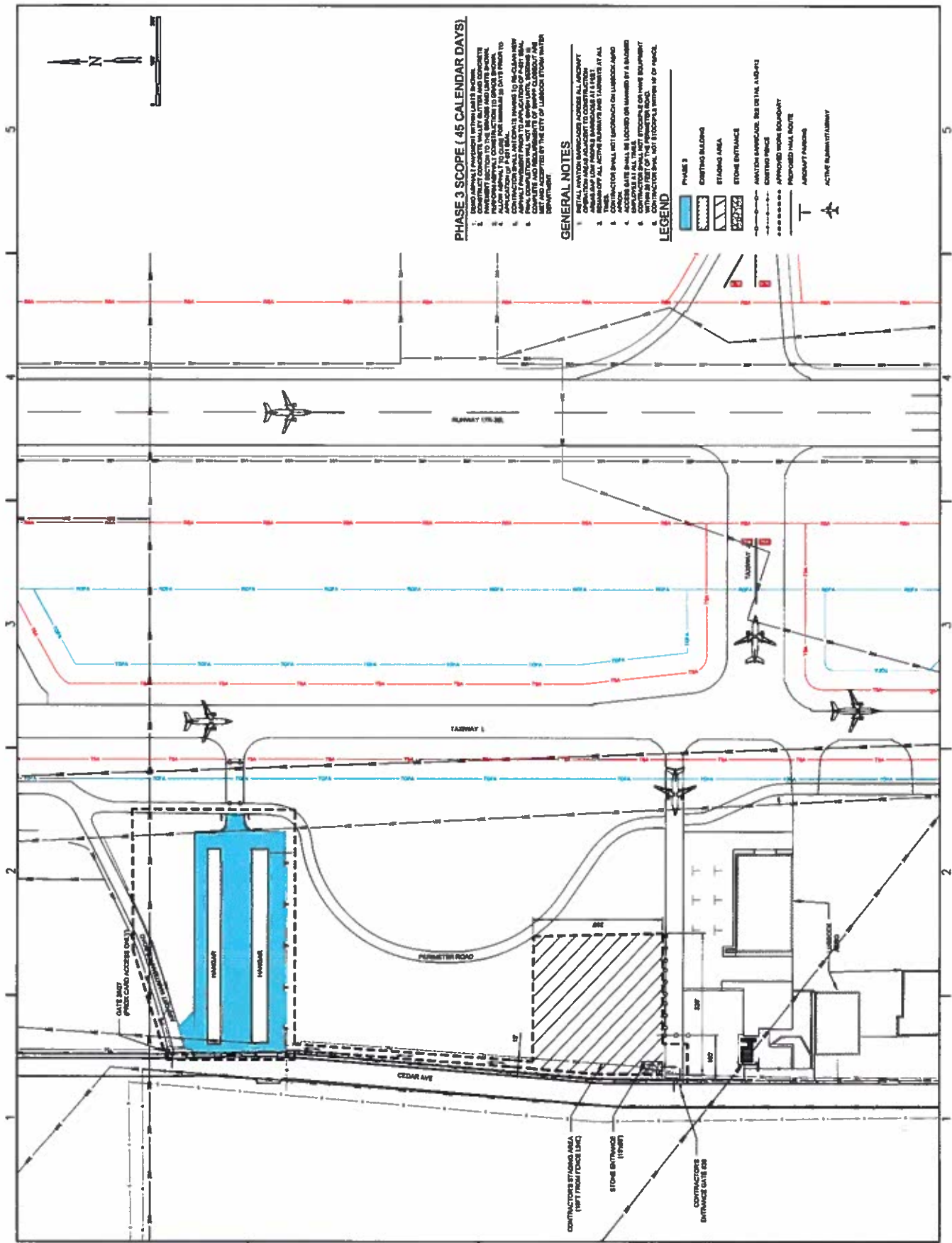
LUBBOCK PRESTON SMITH
INTERNATIONAL AIRPORT



1. SCALE	AS SHOWN
2. DATE	NOV 2011
3. DRAWN	JOE WALKER
4. CHECKED	JOE WALKER
5. PROJECT	ASPHALT REPAIR
6. SHEET NO.	G-011
7. SHEETS	22 TOTAL

**PHASE 3
PHASING AND SAFETY
PLAN**

G-011



City of Lubbock, Texas
LUBBOCK PRESTON SMITH INTERNATIONAL AIRPORT
 ITB 15-12205-TF LPSIA Airfield Asphalt Repair Package Three
 February 17, 2015
 3:00 PM

Item No.	Description	Quantity	Unit	Unit Price	Amount	MITCHELL ENTERPRISES PO BOX 3109 SHERMAN, TX 75091	WEST TEXAS PAVING	DURNICK, INC. 4701 N. HIGHWAY 377 ROANOKE, TX 76282	
Item No.	Description	Quantity	Unit	Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	GP Section 05, Contractor Mobilization	1	LS	\$78,000.00	\$78,000.00	\$10,824.76	\$10,824.76	\$100,000.00	\$100,000.00
2	Item P-101, Remove and Dispose of Concrete	40	SY	\$50.00	\$2,000.00	\$48.79	\$1,951.60	\$50.00	\$2,000.00
3	Item P-101, Route and Seal Cracks in Asphalt Pavement, Cracks Between 1/8" to 1"	3,000	LF	\$6.00	\$18,000.00	\$2.59	\$7,825.40	\$6.00	\$18,000.00
4	Item P-101, Material used for Sealing Cracks in Bituminous Pavements	40	Gallon	\$175.00	\$7,000.00	\$60.50	\$2,420.00	\$175.00	\$7,000.00
5	Item P-152, Excavation	3,650	CY	\$1.00	\$3,650.00	\$1.04	\$3,776.00	\$1.00	\$3,650.00
6	Item P-152, Embankment	250	CY	\$9.00	\$2,250.00	\$1.76	\$5,440.00	\$9.00	\$2,250.00
7	Item P-152, Grading and Topsoil in Unpaved Areas	10,290	SY	\$3.00	\$30,870.00	\$3.70	\$38,073.00	\$3.00	\$30,870.00
8	Item P-152, Grading and Subgrade Preparation (6" Thickness)	28,850	SY	\$4.00	\$115,400.00	\$4.16	\$119,995.00	\$4.00	\$115,400.00
9	Item P-154, Recycled Asphalt and Sub-base (6" Thickness)	20,850	SY	\$4.50	\$93,825.00	\$4.72	\$128,732.00	\$4.50	\$93,825.00
10	Item P-150, Temporary Air and Water Pollution, Soil Erosion and Siltation Control and installed	1	LS	\$7,500.00	\$7,500.00	\$6,381.94	\$6,381.94	\$15,000.00	\$15,000.00
11	Item T-247, Type A, Grade 2, Crushed Aggregate Base Course, 6" Thickness, furnished and installed	23,020	SY	\$12.00	\$276,240.00	\$18.23	\$373,814.80	\$14.00	\$322,280.00
12	Item T-341, Type D, Dense-graded hot-mix asphalt (HMA), 2" Thickness, furnished and installed	2,540	TON	\$145.00	\$368,300.00	\$180.00	\$457,200.00	\$130.00	\$330,200.00
13	Item T-341, Type D, Dense-graded hot-mix asphalt (HMA), 5% Bonus	1	LS	\$18,415.00	\$18,415.00	\$22,860.00	\$22,860.00	\$16,510.00	\$16,510.00
14	Item P-601, Portland Cement Concrete Pavement, 7" Thickness	3,870	SY	\$65.00	\$251,550.00	\$62.37	\$240,371.90	\$75.00	\$290,250.00
15	Item P-602, Bituminous Prime Coat, Including herbicidal treatment (0.3 gal/sy)	6,060	Gallon	\$5.00	\$30,300.00	\$7.26	\$43,915.60	\$5.00	\$30,300.00
16	Item P-620, Obsolete Runway and Taxiway Paving	2,700	SF	\$5.25	\$14,175.00	\$1.21	\$3,258.00	\$7.00	\$18,900.00
17	Item P-631, Refined Coal Tar Emulsion	6,470	SF	\$3.00	\$19,410.00	\$1.50	\$9,705.00	\$3.00	\$19,410.00
18	Item T-801, Soil Preparation, Seeding and Fertilizing	27,800	SY	\$3.00	\$83,400.00	\$3.32	\$92,309.60	\$3.00	\$83,400.00
19	Item M-1, Safety and Paving	8	Mo	\$4,500.00	\$36,000.00	\$9,121.38	\$72,970.88	\$15,000.00	\$120,000.00
20	Item M-2, Utility Relocation	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
BASE BID SUBTOTAL					\$1,377,744	\$1,793,114.48	\$2,297,888	\$2,864,444	
ALTERNATE 1 BID ITEMS									
A1-1	GP Section 05, Contractor Mobilization	1	LS	\$30,000.00	\$30,000.00	\$5,000.00	\$5,000.00	\$100,000.00	\$100,000.00
A1-2	DEDUCT: Item P-152, Excavation	-650	CY	\$7.00	-\$4,550.00	\$10.24	-\$6,704.00	\$20.00	-\$13,000.00
A1-3	DEDUCT: Item T-247, Type A, Grade 2, Crushed Aggregate Base Course, 6" Thickness, furnished and installed	-23,020	SY	\$12.00	-\$276,240.00	\$18.23	-\$373,814.80	\$14.00	-\$322,280.00
A1-4	DEDUCT: Item T-341, Type D, Dense-graded hot-mix asphalt (HMA), 2" Thickness, furnished and installed	-2,540	TON	\$145.00	-\$368,300.00	\$180.00	-\$457,200.00	\$130.00	-\$330,200.00
A1-5	DEDUCT: Item T-341, Type D, Dense-graded hot-mix asphalt (HMA), 5% Bonus	-1	LS	\$18,415.00	-\$18,415.00	\$22,860.00	-\$22,860.00	\$16,510.00	-\$16,510.00
A1-6	DEDUCT: Item P-601, Portland Cement Concrete Pavement, 7" Thickness (Base Bid Item 12)	-3,870	SY	\$65.00	-\$251,550.00	\$62.37	-\$240,371.90	\$75.00	-\$290,250.00
A1-7	Item P-601, Portland Cement Concrete Pavement, 6" Thickness	28,850	SY	\$60.00	\$1,731,000.00	\$75.45	\$2,178,098.00	\$125.00	\$3,606,250.00
A1-8	Item P-601, Portland Cement Concrete Pavement, 6% Bonus	1	LS	\$98,788.00	\$98,788.00	\$111,845.74	\$111,845.74	\$201,600.00	\$201,600.00
A1-9	DEDUCT: Item P-631, Refined Coal Tar Emulsion	-23,020	SY	\$3.00	-\$69,060.00	\$3.32	-\$76,478.40	\$3.00	-\$69,060.00
A1-10	Item M-1, Safety and Paving	1	Mo	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00
ALTERNATE 1 SUBTOTAL					\$766,813	\$983,268	\$1,400,916	\$1,400,916	
ALTERNATE 2 BID ITEMS									
A2-1	Item T-901, Additional cost to apply Seed by thymus	27,000	SY	\$3.00	\$81,000.00	\$9.27	\$249,810.00	\$1.00	\$27,000.00
ALTERNATE 2 SUBTOTAL					\$81,000.00	\$249,810.00	\$27,000.00	\$27,000.00	

**City of Lubbock, Texas
Capital Project
Project Cost Detail
March 26, 2015**

Capital Project Number: 8552
 Capital Project Name: LBB Airfield Asphalt Repair

	<u>Budget</u>
<i>Encumbered/Expended</i>	
Parkhill, Smith & Cooper Contract Amendment 1	\$ 127,450
Print Shop & Reproduction Charges	927
West Texas Paving, Inc.	421,712
Parkhill, Smith & Cooper Contract Amendment 6	73,050
West Texas Paving, Inc. - Change Order 1	1,500
West Texas Paving, Inc. - Change Order 2	(21,118)
West Texas Paving Inc.	608,568
Parkhill Smith & Cooper Amendment 11	81,650
West Texas Paving Inc. - Change Order 1	(24,583)
Lone Star Dirt & Paving, Ltd.	1,577,740
 <i>Agenda Item March 26, 2015</i>	
Parkhill Smith & Cooper - Amendment 1	<u>311,975</u>
<i>Encumbered/Expended To Date</i>	<u><u>3,158,871</u></u>
 <i>Estimated Costs for Remaining Appropriation</i>	
Construction	<u>3,441,129</u>
<i>Remaining Appropriation</i>	<u>3,441,129</u>
Total Appropriation	<u><u>\$ 6,600,000</u></u>

Managing Department **Airport Operations - Field Maint.**

Project Manager **Kelly Campbell**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

Repair of existing bituminous surface course pavement. Through FY 2013, the project has been proposed as a multi-year project with \$300,000 appropriated annually until all surfaces have been rehabilitated. To expedite completion of the project, bond financing is requested in FY 2014.

Project Justification

The project enhances the safety of the general aviation ramp and other airfield surfaces by reducing the potential for loose pavement material or aggregate, which can damage aircraft engines and propellers.

Project History

- \$300,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-00073, August 27, 2009.
- \$300,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-00070, September 16, 2010.
- \$300,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-00080, September 8, 2011.
- \$300,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-00100, September 13, 2012.
- \$100,000 was appropriated in FY 2012-13 Budget Amendment No. 3, Ord. No. 2012-00119, October 25, 2012.
- \$300,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-00087, September 10, 2013.
- \$5.0 million 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	1,600,000	5,000,000	0	0	0	0	0	6,600,000
Total Project Appropriation	1,600,000	5,000,000	0	0	0	0	0	6,600,000

<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	
Airport Fund Pay-As-You-Go	100,000	0	0	0	0	0	0	100,000
FY 2006 Airport Revenue CO's	37,594	0	0	0	0	0	0	37,594
FY 2007 Airport Revenue CO's	161,502	0	0	0	0	0	0	161,502
FY 2010 Airport Pay-As-You-Go	138,498	0	0	0	0	0	0	138,498
FY 2011 Airport Pay-As-You-Go	262,406	0	0	0	0	0	0	262,406
FY 2012 Airport Pay-As-You-Go	300,000	0	0	0	0	0	0	300,000
FY 2013 Airport Pay-As-You-Go	300,000	0	0	0	0	0	0	300,000
FY 2014 Airport Pay-As-You-Go	300,000	0	0	0	0	0	0	300,000
FY 2015 Airport Revenue CO's	0	5,000,000	0	0	0	0	0	5,000,000
Total Funding Sources	1,600,000	5,000,000	0	0	0	0	0	6,600,000



Regular City Council Meeting

5. 13.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution - Aviation: Consider a resolution authorizing the Mayor to execute contract 12191 with Collier Construction Company of Lubbock, TX for the Fire Alarm System Replacement at Lubbock Preston Smith International Airport, RFP 15-12191-TF.

Item Summary

The fire alarm system in the airport passenger terminal building has reached it's useful life and is in need of replacement. An updated fire alarm system is essential for maintaining life safety standards for airport terminal occupants.

Two proposals were received from the following companies:

Company	Amount
Collier Construction Company of Lubbock, TX	\$ 641,500
Koetter Fire Protection of Lubbock, LLC of Lubbock, TX	789,427

An evaluation committee independently reviewed the proposals based on the following criteria: Price 55%; Contractor Qualifications 25%; Construction Time 10%; Safety Record Questionnaire 5%; and Attendance of Pre-Proposal Conference 5%. The proposals were ranked as follows:

Company	Points
Collier Construction Company of Lubbock, TX	90
Koetter Fire Protection of Lubbock, LLC of Lubbock, TX	85

The evaluation committee and the airport advisory board recommend award of the lump sum contract to the highest ranked proposal, Collier Construction Company of Lubbock, TX for \$641,500. Time for completion is 270 consecutive calendar days with liquidated damages of \$500 for each consecutive calendar day after substantial completion and in excess of the time to final completion.

Fiscal Impact

\$3,075,000 is appropriated in Capital Improvement Project 92191, Airport Facility Improvements, with \$641,500 available for this purpose.

Staff/Board Recommending

Kelly Campbell, Executive Director of Aviation
Airport Advisory Board

Attachments

RESOLUTION

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

THAT City of Lubbock Bid No. RFP 15-12191 is awarded to Collier Construction Company of Lubbock, Texas, for Fire Alarm System Replacement at the Lubbock Preston Smith International Airport Terminal, and further THAT the Mayor of the City of Lubbock is authorized and directed to execute, for and on behalf of the City of Lubbock, a contract for said activities with Collier Construction Company, consistent with the terms of the bid submittal attached hereto and incorporated herein, in a form acceptable to the City Attorney, and related documents.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Kelly Campbell, Director of Aviation

APPROVED AS TO FORM:



Mitchell Satterwhite, First Assistant City Attorney

RES.Contract-Collier Construction Company
3.4.15

**PROPOSAL SUBMITTAL FORM
LUMP SUM PROPOSAL CONTRACT**

DATE: 3-3-2015

PROJECT NUMBER: **RFP 15-12191-TF - Fire Alarm System Replacement at the Lubbock Preston Smith International Airport Terminal Building**

Proposal of Collier Construction Company (hereinafter called Offeror)

To the Honorable Mayor and City Council City of Lubbock, Texas (hereinafter called Owner)

Ladies and Gentlemen:

The Offeror, in compliance with your Request for Proposals for the construction of a **Fire Alarm System Replacement at the Lubbock Preston Smith International Airport Terminal Building** having carefully examined the plans, specifications, instructions to offerors, notice to offerors and all other related contract documents and the site of the intended work, and being familiar with all of the conditions surrounding the construction of the intended project including the availability of materials and labor, hereby intends to furnish all labor, materials, and supplies; and to construct the project in accordance with the plans, specifications and contract documents, within the time set forth therein and at the price stated below. The price to cover all expenses incurred in performing the work required under the contract documents.

BASE PROPOSAL

ITEM NO.	DESCRIPTION	UNIT	MATERIALS	LABOR	TOTAL PRICE
1	Fire alarm system replacement at the Lubbock Preston Smith International Airport Terminal Building.* Base bid consists of the materials and labor for the necessary improvements for the above referenced project, as specified herein.	LS	\$256,007.60	\$385,492.40	\$641,500.00

TOTAL PROPOSAL ITEM #1: (\$ \$641,500.00)

* We have acknowledged Addendum #1 2/18/2015, Addendum #2 2/26/2015, and Addendum #3 3/3/2015

DURATION

1. Contractors proposed **CONSTRUCTION TIME** for completion:

TOTAL CALENDAR DAYS: 270

* **Materials confirmed through laboratory analysis to contain asbestos (in excess of 1%)**

Material: Tan colored scratch coat paint and texturing

Location: Located on pre-cast concrete super structure in the original building – First and Second floors

Type/Percent: Chrysotile, 5-8%

Condition: Good



Offeror's Initials

Enclosed with this proposal is a Cashier's Check or Certified Check Enclosed with this proposal is a Cashier's Check or Certified Check for N/A Dollars (\$ N/A) or a Proposal Bond in the sum of Five Percent of The Total Amount of the Proposal Dollars (\$ 5%), which it is agreed shall be collected and retained by the Owner as liquidated damages in the event the proposal is accepted by the Owner and the undersigned fails to execute the necessary contract documents, insurance certificates, and the required bond (if any) with the Owner within ten (10) business days after the date of receipt of written notification of acceptance of said proposal; otherwise, said check or bond shall be returned to the undersigned upon demand.

Offeror understands and agrees that the contract to be executed by Offeror shall be bound and include all contract documents made available to him for his inspection in accordance with the Notice to Offerors.

Pursuant to Texas Local Government Code 252.043(g), a competitive sealed proposal that has been opened may not be changed for the purpose of correcting an error in the proposal price. THEREFORE, ANY CORRECTIONS TO THE PROPOSAL PRICE MUST BE MADE ON THE PROPOSAL SUBMITTAL FORM PRIOR TO PROPOSAL OPENING.

Date: 3/3/2015

Scott Collier
 Authorized Signature

Scott Collier
 (Printed or Typed Name)

Collier Construction Company
 Company

2202 Avenue E
 Address

Lubbock, Lubbock
 City, County

TX, 79404
 State Zip Code

Telephone: 806- - 741-1982

Fax: 806 - 741-1985

Email: scott@colliertx.com

FEDERAL TAX ID or SOCIAL SECURITY No.

45-5492854

(Seal if Offeror is a Corporation)

ATTEST:

Secretary _____

Offeror acknowledges receipt of the following addenda:

- Addenda No. 1 Date 2/18/2015
- Addenda No. 2 Date 2/26/2015
- Addenda No. 3 Date 3/3/2015
- Addenda No. _____ Date _____

M/WBE Firm:	<input type="checkbox"/>	Woman	<input type="checkbox"/>	Black American	<input type="checkbox"/>	Native American
	<input type="checkbox"/>	Hispanic American	<input type="checkbox"/>	Asian Pacific American	<input type="checkbox"/>	Other (Specify)

Officer Name and Title: Scott Collier, Owner

Please Print

Business Telephone Number 806-741-1982 FAX: 806-741-1985

E-mail Address: scott@colliertx.com

FOR CITY USE ONLY

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

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

RETURN COMPLETED & SIGNED BID FORM ALONG WITH CITY OF LUBBOCK SPECIFICATIONS. LABEL THE OUTSIDE OF YOUR SEALED BID WITH THE ITB NUMBER, THE CLOSING DATE AND TIME, AND YOUR COMPANY NAME AND ADDRESS.

Offeror hereby agrees to commence the work on the above project on a date to be specified in a written "Notice to Proceed" of the Owner and to substantially complete the project within (270) Consecutive Calendar Days (Completed by Contractor)

(Two Hundred Seventy Days) Consecutive Calendar Days (Written Days - Completed by Contractor) thereafter as stipulated in the specifications and other contract documents. Offeror hereby further agrees to pay to Owner as liquidated damages the sum of \$500 for each consecutive calendar day in excess of the time set forth herein above for completion of this project, all as more fully set forth in the general conditions of the contract documents.

Offeror understands and agrees that this proposal submittal shall be completed and submitted in accordance with instruction number 29 of the General Instructions to Offerors.

Offeror understands that the Owner reserves the right to reject any or all proposals and to waive any formality in the proposing.

The Offeror agrees that this proposal shall be good for a period of sixty (60) calendar days after the scheduled closing time for receiving proposals.

The undersigned Offeror hereby declares that he has visited the site of the work and has carefully examined the plans, specifications and contract documents pertaining to the work covered by this proposal, and he further agrees to commence work on the date specified in the written notice to proceed, and to substantially complete the work on which he has proposed; as provided in the contract documents.

Offerors are required, whether or not a payment or performance bond is required, to submit a cashier's check or certified check issued by a bank satisfactory to the City of Lubbock, or a proposal bond from a reliable surety company, payable without recourse to the order of the City of Lubbock in an amount not less than five percent (5%) of the total amount of the proposal submitted as a guarantee that offeror will enter into a contract, obtain all required insurance policies, and execute all necessary bonds (if required) within ten (10) days after notice of award of the contract to him.

 Offeror's Initials

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

Capital Project Number: 92191
 Capital Project Name: Airport Facility Improvements

	Budget
<i>Encumbered/Expended</i>	
Talon LPE	\$ 140,524
BGR Architects	26,250
Talon LPE	73,301
RFP Printing Charges	579
John B. Walker Roofing	372,000
Office Wise Furniture & Supply	494,553
Parkhill Smith & Cooper #8	16,750
Starlite Sign, LP	35,500
DFW Consulting Group	240,120
 <i>Agenda Item April 9, 2015</i>	
Collier Construction	641,500
<i>Encumbered/Expended To Date</i>	2,041,077
 <i>Estimated Costs for Remaining Appropriation</i>	
Renovations/Construction	1,033,923
<i>Remaining Appropriation</i>	1,033,923
Total Appropriation	\$ 3,075,000

Managing Department **Airport Maintenance**

Project Manager **Kelly Campbell**

Project Classification **Infrastructure Improvements**

Project Status **Approved**



Project Scope

Improvements to the Airport terminal building and other airport facilities, including: roof and structural repairs to airport owned buildings, repairs to the terminal building to eliminate leaks, window improvements, carpet replacement, seat replacement, airport directional signage rehabilitation or replacement, parking garage lighting repair or replacement, painting, encapsulating or removing asbestos, terminal building fire panel, resealing or reconstructing airport roads, improvements to overflow parking area, and any other needed airport facility improvements.

Project Justification

The airport terminal, and many of the facilities and roads, are in need of repair.

Project History

\$275,000 was appropriated in the FY 2009-10 Budget, Ord. No. 2009-O0073, August 27, 2009.
 \$500,000 was appropriated in the FY 2010-11 Budget, Ord. No. 2010-O0070, September 16, 2010.
 \$475,000 was appropriated in the FY 2011-12 Budget, Ord. No. 2011-O0080, September 8, 2011.
 \$475,000 was appropriated in the FY 2012-13 Budget, Ord. No. 2012-O0100, September 13, 2012.
 \$400,000 was appropriated in FY 2012-13 Budget Amendment No. 3, Ord. No. 2012-O0119, October 25, 2012.
 \$475,000 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.
 \$475,000 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	1,625,000	475,000	475,000	475,000	475,000	475,000	475,000	4,475,000
Design and Engineering	400,000	0	0	0	0	0	0	400,000
Furnishings	325,000	0	0	0	0	0	0	325,000
Other Activities	150,000	0	0	0	0	0	0	150,000
Signage, Lighting and Signals	100,000	0	0	0	0	0	0	100,000
Total Project Appropriation	2,600,000	475,000	475,000	475,000	475,000	475,000	475,000	5,450,000



Regular City Council Meeting

5. 14.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution - Facilities: Consider a resolution authorizing the Mayor to execute contract 12301 an agreement with Mary K. Crites, AIA for professional architectural and engineering services for the renovations of the Maxey Community Center located at 4020 30th Street, Lubbock, Texas.

Item Summary

The contract includes professional services related to the design, plans, specifications, and estimates of the renovations of the Maxey Community Center, located at 4020 30th Street, Lubbock, Texas. The contract includes the final plans and specifications for the renovations of the facility.

Scope shall include: Review and Analysis Phase, Design Phase, Bidding and limited Construction Administration Phase. Mary K. Crites, AIA was selected for this project based on their expertise of these types of facilities. The recommended renovations of this facility is the result of a comprehensive study presented to Council in February 2013. At the direction of the Council, this contract will implement the recommendations of the study, to develop the plans and specifications for the renovations of the Maxey Community Center.

This contract is split into two phases. First phase is the construction document phase which will develop the plans, specifications and budget. The second phase is the bidding and construction administration phase. Phase two will start after funding is approved for FY 2015-2016.

The proposed timeline for completion of the design portion is three hundred sixty-five (365) days from the Notice to Proceed date.

Texas Government Code, Chapter 2254, prohibits municipalities from selecting a provider of professional services on the basis of competitive bids and requires municipalities to award the contract on the basis of demonstrated competence and qualifications. Furthermore, a procurement of professional services is exempt from competitive bidding pursuant to Texas Local Government Code 252.022(a)(4).

Fiscal Impact

\$2,020,370 is appropriated in Capital Improvement Project No. 92323, Facility Renovations/Upgrades, with \$58,480 available for this purpose.

Staff/Board Recommending

Mark Yearwood, Chief Information Officer Assistant City Manager

Attachments

Resolution & Contract - Mary K Crites, AIA

Budget Detail

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock, a Professional Services Agreement, Contract No. 12301, with Mary K. Crites, AIA (MKC) for professional architectural and engineering services related to renovations to Maxey Community Center, said agreement to be for \$58,480.00, although the professional fees will not exceed 9% of the actual construction costs, with a provision for additional charges if the initial scope of work is exceeded, as set forth in the attached Professional Services Agreement, which is incorporated herein.

Passed by the City Council this _____ 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Mark Yearwood, Assistant City Manager

APPROVED AS TO FORM:



John C. Grace, Assistant City Attorney

PROFESSIONAL SERVICES AGREEMENT

STATE OF TEXAS §

COUNTY OF LUBBOCK §

This Agreement ("Agreement"), effective as of the 9th day of April 2015, is by and between City of Lubbock, Texas ("City"), a Texas home rule municipal corporation, and Mary K. Crites, AIA ("MKC").

WITNESSETH

WHEREAS, the City desires to obtain professional architectural and engineering ("A/E") services related to the renovations to the Maxey Community Center located at 4020 30th Street, Lubbock, Texas (the "Project"); and

WHEREAS, MKC has a professional staff experienced and is qualified to provide professional A/E services related to the Project, and will provide the services, as defined below, for the price provided herein, said price stipulated by City and MKC to be a fair and reasonable price; and

WHEREAS, the City desires to contract with MKC to provide professional A/E services related to the Project and MKC desires to provide the services related to same.

NOW THEREFORE, for and in consideration of the terms, covenants and conditions set forth in this Agreement, the City and MKC hereby agree as follows:

ARTICLE I. TERM

The term of this Agreement commences on the Effective Date and continues without interruption for a term of one (1) year, as set forth in the receipt of the Notice to Proceed. The term may be altered by subsequent amendments of this Agreement, with the written and authorized consent of both parties.

ARTICLE II. SERVICES AND COMPENSATION

MKC shall perform the services described in Exhibit A with regard to the Project and payment shall be due and payable upon receipt in accordance with work provide. Payments due MKC under this Agreement shall be electronically transferred either by ACH, or wire transfer to the bank account and in accordance with the bank instructions identified in Engineer's most recent invoice in immediately available funds no later than the payment due date. Invoice number, project name and Contract Number shall be referenced in the bank wire reference fields or the ACH addenda information. In the event that such electronic funds transfer methods are not available to City, then payments due MKC under this Agreement shall be made by check and mailed to the Address identified in the remittance

instructions on MKC's most recent invoice. The Remittance Advice document shall be mailed with the check to the address.

ARTICLE III. TERMINATION

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

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

ARTICLE IV. NON-ARBITRATION

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

ARTICLE V. REPRESENTATIONS AND WARRANTIES

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

B. Authorization. Execution, delivery, and performance of this Agreement and the activities contemplated hereby have been duly and validly authorized by all the requisite Partnership action on the part of MKC. This Agreement constitutes legal, valid, and binding obligations of the MKC and is enforceable in accordance with the terms thereof.

C. Professional. MKC 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.

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

E. Use of Copyrighted Material. MKC warrants that any materials provided by MKC for use by City pursuant to this Agreement shall not contain any proprietary material owned by any other party

that is protected under the Copyright Act or any other law, statute, rule, order, regulation or ordinance relating to the use or reproduction of materials. MKC shall be solely responsible for ensuring that any materials provided by MKC pursuant to this Agreement satisfy this requirement and MKC 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 MKC's failure to perform this duty.

F. MKC warrants that it shall perform the Project in accordance with the standards of care and diligence normally practiced by recognized A/E firms in performing services of a similar nature. If, during the six month period following the earlier of completion or termination of the Project it is shown there is an error in the Project caused solely by MKC's failure to meet such standards, and City has promptly notified MKC in writing of any such error within that period, MKC shall perform, at MKC's cost, such corrective A/E services within the original Scope of Services as may be necessary to remedy such error.

ARTICLE VI. SCOPE OF WORK

MKC shall accomplish the following:

Professional A/E Services related to the renovations to the Maxey Community Center project, as defined in Exhibit "A".

ARTICLE VII. INDEPENDENT CONSULTANT STATUS

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

ARTICLE VIII. INSURANCE

MKC shall procure and carry, at its sole cost and expense through the life of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to City, carried with an insurance company authorized to transact business in the state of Texas, covering all aspects and risks of loss of all operations in connection with this Agreement, including without limitation, the indemnity obligations set forth herein as described in Exhibit B.

MKC shall obtain and maintain in full force and effect during the term of this Agreement, and shall cause each approved subcontractor or sub-consultant of MKC to obtain and maintain in full force and effect during the term of this Agreement, commercial general liability, professional liability and automobile liability coverage for non-owned and hired vehicles with insurance carriers admitted to do business in the state of Texas. Except for Professional Liability, the policies will be written on an occurrence basis, subject to the following minimum limits of liability:

Commercial General Liability:

Combined Single Limit: \$1,000,000

Professional Liability:

Combined Single Limit: \$1,000,000

Automobile Liability:

Combined Single Limit for any auto: \$500,000 Per Occurrence

MKC shall further cause any approved subcontractor or sub-consultant to procure and carry, during the term of this Agreement, Professional Liability coverage, as specified above for MKC, protecting City against direct losses caused by the professional negligence of the approved subcontractor or sub-consultant.

The City shall be named as additional insured with respect to the the Automobile Liability and Commercial General Liability on a primary and non contributory basis and shall be granted a waiver of subrogation under those policies. MKC shall provide a Certificate of Insurance to the City as evidence of coverage. The Certificate shall provide 30 days notice of cancellation. A copy of the additional insured endorsement and waiver of subrogation attached to the policy will be included in the Certificate. Copies of all endorsements are required.

MKC shall elect to obtain worker's compensation coverage pursuant to Section 406.002 of the Texas Labor Code. Further, MKC 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 MKC maintains said coverage. MKC 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, MKC fails to maintain the required insurance in full force and effect, MKC shall be in breach hereof and all work under the Agreement shall be discontinued immediately.

ARTICLE IX. EMPLOYMENT OF AGENTS/RETAINING OF CONSULTANTS

MKC may employ or retain consultants, contractors, or third parties (any of which are referred to herein as "Sub-consultant"), to perform certain duties of MKC provided that City approves the retaining of Sub-consultants. MKC is at all times responsible to City to perform the Project as provided in this Agreement and MKC is in no event relieved of any obligation under this Contract upon retainage of any approved Sub-consultant. Any agent and/or Sub-consultant retained and/or employed by MKC shall be required to carry, for the protection and benefit of the City and MKC and naming said third parties as additional insureds, insurance as described above in this Agreement.

ARTICLE X. CONFIDENTIALITY

MKC 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

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

ARTICLE XII. COMPLIANCE WITH APPLICABLE LAWS

MKC 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 Agreement, and any amendments thereto.

ARTICLE XIII. NOTICE

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

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

Mary K. Crites, AIA
Attn: Mary K. Crites, AIA
4617 8th Street
Lubbock, TX 79416
Telephone: (806) 790-7114
email: mary@mcrites.com

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

City of Lubbock
Attn: Wesley D. Everett – Director Facilities Management
P. O. Box 2000
1625 13th Street
Lubbock, TX 79457
Telephone: (806) 775 – 2275
email: weverett@mylubbock.us

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

ARTICLE XIV. CITY-PROVIDED DATA

City shall furnish MKC any available data in the possession of the City pertinent to MKC's Services, so long as City is entitled to rely on such data for the performance of MKC's Services under this Agreement (the "Provided Data"). MKC shall be entitled to use and rely, so long as such reliance is reasonable, upon all such Provided Data.

ARTICLE XV. MISCELLANEOUS

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

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

C. Records. MKC shall maintain records that are necessary to substantiate the services provided by MKC.

D. Assignability. MKC may not assign this Agreement without the prior written approval of the City.

E. Successor and Assigns. This Agreement binds and inures to the benefit of the City and MKC, and in the case of City, its respective successors, legal representatives, and assigns, and in the case of MKC, its permitted successors and assigns.

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

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

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

I. Entire Agreement. This Contract, including Exhibits "A" and "B", attached hereto, contains the entire Agreement between the City and MKC, 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 MKC and the City.

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

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

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

N. Extent of Responsibility. MKC does not guarantee that proposals, bids or actual project costs will not vary from MKC's opinions of probable cost or that actual schedules will not vary from MKC's projected schedules. MKC shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (2) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to MKC, to fulfill contractual responsibilities to the Client or to comply with federal, state, or local laws, regulations, and codes; or (3) procuring permits, certificates, and licenses required for any construction unless such responsibilities are specifically assigned to MKC in Exhibit A, Scope of Services.

O. Unforeseen Circumstances. Except for Client's obligation to make payments, neither party shall be in default hereunder to the extent such default is caused by a cause or circumstance beyond such party's reasonable control. Architect shall be entitled to an equitable adjustment in schedule and compensation in the event such circumstances occur.

EXECUTED as of the Effective Date hereof.

CITY OF LUBBOCK

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



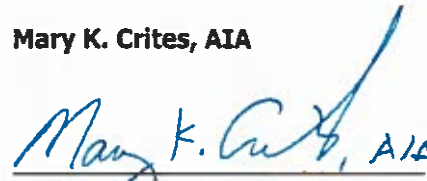
Wesley D. Everett

APPROVED AS TO FORM:



John Grace, Assistant City Attorney

Mary K. Crites, AIA



Mary K. Crites, AIA
Owner

EXHIBIT A



ARCHITECT



13 March 2015

Wes Everett
Director of Facilities Management
City of Lubbock
1625 13th St
Lubbock, TX 79414

RE: Scope of Services and Fee Proposal for Maxey Community Center
Renovation- REVISED

Dear Wes,

Thank you for considering Mary K. Crites, AIA - ARCHITECT (A/E) for this project. It is a pleasure to work you and your staff on another project. This proposal letter will outline the anticipated scope of services and related fees for this project.

The Architect (A/E) shall provide professional design and construction administration services for the renovation of the City of Lubbock's Maxey Community Center, located at 4020 30th Street in Maxey Park. This is a unique Center for the City in that it is attached to the Maxey Swimming Pool. The pool portion of this complex is not part of this project although the exterior walls and roof of the pool area are being included as they are difficult to separate and for visual unity.

It is understood that the design of the project will occur during the spring and summer of 2015. Bidding and construction will proceed if funding is allocated by the city and will not begin until after the new fiscal year starts in October of 2015. The City Parks and Recreation Department requests the project construction occur in phases if possible to allow the building to remain open as much as possible and to be complete prior to the start of their summer schedule (June 2016) as that is their busiest time of year and this facility is their busiest community center. This project will include architectural, mechanical, plumbing, electrical and structural engineering disciplines.

The scope for this project includes all of the work recommended in the 2013 facility assessment report completed for this building including a structural report concerning the cracking of the CMU at the entry columns. Excluded from that report were code compliance issues that might require building changes. Based on a preliminary meeting with City Building Official (5Mar15) the following will need to be included in the project:

- Change current corridor and room exiting requirements
- Reconfigure space to accommodate clearance at electrical panels
- Without an approved reconfigured floor plan to review, the BO was unable to finalize a decision concerning the need, or not, for a fire sprinkler system.

In addition, at a recent meeting at the Center the following efforts were requested:

- User requests to improve use of space and image of the building
- Inclusion of pool area roof and exterior wall surface for visual continuity

Lastly, the following factors will impact costs as well:

- 3 years of cost escalation
- Phasing the work to remain open
- Extent of work required because of required asbestos abatement

The project budget is not set at this time for this project. The facility assessment report completed for this project in 2013 stated an opinion of cost of \$621,000 however that cost did not include any of the items/factors described above. Given this, it is very likely that this project will cost significantly more than the previous stated opinion of cost.

The Scope of Services:

This proposal assumes a redesign of the floor plan to accommodate code and user issues with perhaps some minor changes to the exterior as well. It assumes the building will be served by new HVAC rooftop units but retain existing ductwork. The design effort for a fire sprinkler system is not included but could be added by an amendment at a later time if required.

Building Investigation:

1. A/E will develop current CADD base floor and site plans/elevations from the limited existing drawings. On-site field measurements are planned to adequately develop the plans.
2. Structural engineer will investigate cracking of the CMU at the entry columns and write a report with recommendations for remedial work.
3. Roof consultant will assess the roof and make recommendations.
4. MPE engineers will assess existing MPE conditions.
5. The City will determine/confirm the extent of asbestos abatement in the building.
6. One meeting is anticipated during this phase.

Schematic/Design Development Phase:

1. After meeting with the City staff, A/E will develop initial floor plans, site plan and exterior elevations, that reconfigures spaces as needed to resolve the code issues and responds to staff requests.
2. Based on approved initial space plans/elevations, the A/E will meet with the City Building Official to determine if a fire sprinkler system is required.
3. Exterior and interior materials and products proposed for use will be selected for review and approval by City staff along with descriptions of system and selected details indicating locations/extent of cabinets, etc.
4. Based on the work above the A/E will develop an early opinion of probable cost for the project.
5. The A/E will refine design based on input received.
6. Two meetings are anticipated during this phase.

Construction Document Phase:

7. With approval by City staff, the A/E will proceed with construction documents consisting of drawings and specifications setting forth the requirements for the construction of the Project.
8. Three meetings are anticipated during this phase. Phasing of work and the desire to complete the project prior to the start of Center's summer programs will be issues to address.

Bidding and Construction Administration Phase

1. The A/E will respond to questions during the bidding or pricing phase of the project and attend a pre-bid and bid or price evaluation meeting.

2. The A/E will review the shop drawings and submittals requested in the specifications.
3. Based on the A/E's observations and evaluations of the Contractor's Application for Payment, the A/E will review the amounts due to the Contractor.
4. During construction, 26 site visits are planned, the visits will generally be on a weekly basis with intervals appropriate to the stage of construction to become familiar with the progress and quality of the Work completed, to determine in general if the Work is being performed in a manner indicating that the Work when completed will be in accordance with the Contract documents. If additional site visits become necessary, thru no fault of the A/E, the additional site visits shall be made, when approved by the City, on an hourly basis.
5. The A/E will not be required to make exhaustive or continuous on-site observations to check the quality or quantity of the Work. On the basis of the on-site observations the A/E will keep the City informed of the progress and quality of the Work. The A/E shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents. The A/E shall not supervise, direct or have control over the Contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the Contractor nor the Contractor's safety precautions or programs in connection with the work
6. Once the contractor has indicated the work is complete the A/E will make an on-site visit to create a punch list of items requiring attention from the contractor. The A/E will make one additional site visit to confirm the work is complete. If additional site visits to up-date the punch list, become necessary because the work is not complete, thru no fault of the A/E, the additional site visits shall be made, when approved by the City, on an hourly basis.

The Architect has procured the professional services of the following consultants for this project:

Fanning, Fanning & Associates-	Mechanical, Plumbing, Electrical Engineering
Thoma Engineering-	Structural Engineering
Armko Industries-	Roof Consulting
Cornerstone Accessibility	Accessibility Review and Inspection

Specifically excluded for the scope of services are; Landscape Architecture, Fire Sprinkler design, Surveys and Geotechnical Reports, Asbestos, Mold and Hazardous Material assessments or Construction Material Testing.

The following is an anticipated schedule for the project:

Phase One:

Building Investigation	4 weeks
Schematic/Design Development Phase	6 weeks
Construction Document Phase	8 weeks
After October 1, 2015 with start of new fiscal year and if approved by the City:	
<i>Phase Two:</i>	
Bidding Phase	8 weeks
Construction Phase (by June 1, 2016 if possible)	24 weeks

The construction schedule will need to be revised/coordinated once the extent of asbestos requiring abatement is known and once the contractor is selected. Changes to the schedule above may become necessary due to changes in scope or other circumstances.

Given the unknown cost of this project, AE proposes to base the A/E professional services fee on 9% of the actual construction cost. Through the design phase the fee is proposed to be based on the 2013 opinion of cost of \$621,000. If the project bids for more than the \$621,000, then the fee will be adjusted accordingly to equal 9%. If the project does not proceed into bidding or construction the fee will be reviewed based on AE Opinion of Probable Construction Cost and adjusted in the same manner to equal 9%. Fees for the services described above, based on 2013 opinion of construction cost of \$621,000 at 9% are:

		<i>PHASE 1</i>		<i>PHASE 2</i>	
		Schematic/ DD Phase	CD Phase	Bid/ Const Admin	
Architecture	Bldg Invest. 3,525	14,000	17,450	5,925	
MPE engineering	1,000	2,700	3,262	1,228	
Roof consultant	1,000		1,170	630	
Structural engineering	1,500		1,900	600	
Fee PHASE 1	7,025	16,700	23,782		\$47,507
Fee PHASE 2				8,383	\$ 8,383
Fee COMBINED					\$55,890
Reimbursable Expense Allowance					\$ 2,500
Total combined fee and reimbursable expense allowance is:					\$58,480

Reimbursable expenses include: postage, reproduction/copies of review sets, color plots, and accessibility fees. Reimbursable expenses will be billed at invoice cost plus ten percent markup for handling costs. This allowance is in addition to the fees above.

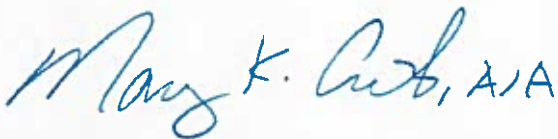
Reproduction of the Construction Documents for pricing and construction are excluded from this allowance and are not part of this contract.

Fees will be billed using a percentage complete method and both fees and reimbursable expenses will be submitted monthly. Invoices shall be considered past due if not paid within 30 days.

Should the scope of services change during the Project, the lump sum fee will be adjusted either up or down by a mutually agreed upon amount or based on an hourly rate method using the A/E's standard hourly rate schedule.

Again, thank you for the opportunity to be of assistance to the city. I look forward to working with you and the other city staff on this project. Please contact me if you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Mary K. Crites, AIA". The signature is fluid and cursive.

Mary K. Crites, AIA

IN DUPLICATE

Enclosures

"The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, www.tbae.state.tx.us has jurisdiction over complaints regarding the professional practices of persons registered as architects and interior designers in Texas."

EXHIBIT B



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/19/2015

Exhibit B

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

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

PRODUCER McLaughlin Brunson Insurance Agency, LLP 12801 N Central Expwy Ste. 1710 Dallas TX 75243	CONTACT NAME: Joe A Bryant	
	PHONE (A/C, No, Ext): (214) 503-1212	FAX (A/C, No): (214) 503-8899
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: XL Specialty Insurance Company		37885
INSURER B: Sentinel Insurance Company		11000
INSURER C:		
INSURER D:		
INSURER E:		
INSURER F:		

INSURED (405) 790-7114
 Crites Architecture
 4617 8th Street
 Lubbock TX 79416

COVERAGES **CERTIFICATE NUMBER:** Cert ID 26633 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y	Y	46SBATO6300	7/12/2014	7/12/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	46SBATO6300	7/12/2014	7/12/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATUTORY LIMITS <input type="checkbox"/> OTHER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability	N	Y	DP89719356	9/17/2014	9/17/2015	Per Claim/Annual Aggregate \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
The claims made professional liability coverage is the total aggregate limit for all claims presented within the annual policy period and is subject to a deductible. City of Lubbock is shown as an additional insured with waiver of subrogation on the general and auto liability coverage as required by written contract. A waiver of subrogation is included on the professional liability policy. RE: Maxey Community Center Renovations

CERTIFICATE HOLDER City of Lubbock Box 2000 Lubbock TX 79401	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

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

Capital Project Number: 92323
 Capital Project Name: Facility Renovations/Upgrades

		<u>Budget</u>
<i>Encumbered/Expended</i>		
Cox Dirks Contract 11738 - 19th Street Center Design	\$	44,600
Condray Contract 11748 - Simmons Centers Design		66,290
City of Lubbock Staff Time		845
Bid Cost		30
Stiles, Wallace Contract 12180 -Trejo Design		71,053
 <i>Agenda Item April 9, 2015</i>		
Mary K Crites Contract 12301 - Maxey Design		58,480
<i>Encumbered/Expended To Date</i>		<u>241,298</u>
 <i>Estimated Costs for Remaining Appropriation</i>		
Construction and Design		<u>1,779,072</u>
<i>Remaining Appropriation</i>		<u>1,779,072</u>
 Total Appropriation	 \$	 <u><u>2,020,370</u></u>

Managing Department **Facilities Management**

Project Manager **George Lisenbe**

Project Classification **Upgrade/Major Maintenance**

Project Status **Approved**



Project Scope

The project includes complete interior and exterior renovation of the following facilities: Copper Rawlings, Hodges Community Center, Lubbock Senior Center, Simmons Community Center, Simmons Senior Center, Trejo Super Center, Maxey Community Center, Stubbs Party House, Fleet and Solid Waste Operations, and Municipal Hill Operations Center. The priority will be the renovation of the community and senior centers first.

FY 2013-14 funding is for the renovations of Lubbock Senior Center, Mae Simmons Senior Center, and Mae Simmons Community Center.

FY 2014-15 funding is for the renovations of the Trejo Supercenter and the Maxey Community Center.

Project Justification

The maintenance of these 10 facilities have been limited over the past many years. These facilities require immediate maintenance actions or risk permanent damage to the facility.

Project History

In general, the buildings reflect their age. The newest building is 23 years old and the oldest is 60. Most have been remodeled to some degree over the years. All of the buildings are operational and generally sound and functional.

\$1,835,370 was appropriated in the FY 2013-14 Budget, Ord. No. 2013-O0087, September 10, 2013.

\$185,000 was appropriated in the FY 2014-15 Budget, Ord. No. 2014-O0122, September 11, 2014.

<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	1,585,370	0	1,565,000	1,571,583	0	0	0	4,721,953
Construction Management Support	0	0	50,000	0	0	0	0	50,000
Design and Engineering	250,000	185,000	152,000	0	0	0	0	587,000
Total Project Appropriation	1,835,370	185,000	1,767,000	1,571,583	0	0	0	5,358,953

<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 2014 General Fund Pay-As-You-Go	1,835,370	0	0	0	0	0	0	1,835,370
FY 2015 General Fund Pay-As-You-Go	0	185,000	0	0	0	0	0	185,000
FY 2016 General Fund Pay-As-You-Go	0	0	1,767,000	0	0	0	0	1,767,000
FY 2017 General Fund Pay-As-You-Go	0	0	0	1,571,583	0	0	0	1,571,583
Total Funding Sources	1,835,370	185,000	1,767,000	1,571,583	0	0	0	5,358,953



Regular City Council Meeting

5. 15.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution - Fleet Services: Consider a resolution authorizing the Mayor to execute purchase order contract 31022942 with Freedom Chevrolet of Dallas, Texas for a one ton pickup for the Parks Department, ITB 15-12170-SS.

Item Summary

The vehicle - Spec 1544 - is a one-ton cab and chassis, crew cab, 4x4, DRW for Parks. This vehicle will replace a 2002 year model with over 100,000 miles and repair costs at \$6,000. The Parks Amenities Division will use this truck for special event set-ups and maintenance of park amenities to include bleachers, picnic tables and sound systems.

The following is within 5% of the low bid from a non-resident bidder, and included an Affidavit of Eligibility (provided in backup):

Spec 1544 - Gene Messer of Lubbock, Texas is within \$353, or 1.20% of the low bid from a non-resident bidder.

Staff recommends bid award to the lowest bidder meeting specifications, or such alternate action as the City Council may deem appropriate:

Freedom Chevrolet of Dallas, Texas for \$30,000.

Fiscal Impact

The vehicle is approved in the Adopted FY 2014-15 Master Lease Program.

Staff/Board Recommending

Scott Snider, Assistant City Manager

Attachments

Resolution & Purchase Order Contract - Freedom Chevrolet

RESOLUTION

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

THAT the Mayor of the City of Lubbock is hereby authorized and directed to execute for and on behalf of the City of Lubbock, Purchase Order No. 31022942 for the purchase of one crew cab with chassis for the park maintenance department, pursuant to Item #23 on ITB 15-12170-SS, by and between the City of Lubbock and Freedom Chevrolet, of Dallas, Texas, and related documents. Said Purchase Order is attached hereto and incorporated into this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Scott Snider, Assistant City Manager

APPROVED AS TO FORM:



Laura Pratt, Assistant City Attorney

Resolution - Freedom Chevrolet Crew Cab and Chassis PO 31022942
3.12.15



PURCHASE ORDER

Page - 1
Date - 03/24/2015
Order Number 31022942 000 OP
Branch/Plant 3526

TO:
FREEDOM CHEVROLET LLC
6314 DENTON DR
DALLAS Texas 75237

SHIP TO:
CITY OF LUBBOCK
FLEET SERVICES
204 MUNICIPAL DRIVE
LUBBOCK Texas 79404

INVOICE TO: CITY OF LUBBOCK
ACCOUNTS PAYABLE
P.O. BOX 2000
LUBBOCK, TX 79457
BY: [Signature]
Marta Alvarez, Director of Purchasing & Contract Management

Ordered 03/24/2015 Freight
Requested 07/24/2015 Taken By S SUMMERS
Delivery PER D GAMBOA REQ #44837 ITB 15-12170-SS

Table with 6 columns: Description/Supplier Item, Ordered, Unit Cost, UM, Extension, Request Date. Row 1: 1 Ton Cab & Chassis 4x4 DRW, 1.000, 30,000.0000, EA, 30,000.00, 07/24/2015. Row 2: Spec. 1544. Row 3: Total Order, 30,000.00. Row 4: Terms NET 30.

This purchase order encumbers funds in the amount of \$30,000.00 awarded Freedom Chevrolet LLC of Dallas, TX on March 26, 2015. The following is incorporated into and made part of this purchase order by reference: ITB 15-12170-SS dated January 27, 2015 from Freedom Chevrolet of Dallas, TX. Resolution # _____.

CITY OF LUBBOCK

ATTEST:

Glen C. Robertson, Mayor

Rebecca Garza, City Secretary

Bid Form
Light Duty Vehicles
City of Lubbock, TX
ITB 15-12170-SS

In compliance with the Invitation to Bid 15-12170-SS, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 15-12170-SS is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
-1-	-1-	Each	1 Ton, Ext Cab, Regular Bed 4x4 Pickup per Specification No. 1542	\$ No Bid	\$	
Model Year, Brand Name and Model Number:						
-2-	-1-	Each	Mid-Size, Ext Cab, 4 Wheel Drive Pickup, per Specification No. 1512-4	\$ No Bid	\$	
Model Year, Brand Name and Model Number:						
-3-	-1-	Each	½ Ton, Crew Cab, Shortbed Pickup 4x4, per Specification No. 1525-4	\$ 27,300.00	\$ 27,300.00	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 1500 CK 15543						
4-	-1-	Each	½ Ton, Crew Cab, Shortbed Pickup 4x4, per Specification No. 1525-4-LF	\$ 27,300.00	\$ 27,300.00	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 1500 CK 15543						
-5-	-5-	Each	½ Ton, Ext Cab, Shortbed 4x2 Pickup, per Specification No. 1526-2	\$ 23,537	\$ 117,685	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 1500 CC 15753						
6-	-5-	Each	½ Ton, Ext Cab, Shortbed Pickup 4x4, per Specification No. 1526-4	\$ 25,900.00	\$ 129,500	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 1500						
7-	-1-	Each	½ Ton, Ext Cab, Regular Bed 4x4 Pickup, per Specification No. 1534-4	\$ 27,600.00	\$ 27,600.00	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 2500 GK 25753						

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
8	7	Each	3/4 Ton, Crew Cab, Shortbed, 4x2 per Specification No. 1535-2	\$ 26,400.00	\$ 184,800.00	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 2500 CK 25743						
9	1	Each	3/4 Ton, Crew Cab Shortbed 4x4, per Specification No. 1535-LF	\$ 36,400.00	\$ 36,400.00	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 2500 CK 25743						
10	3	Each	3/4 Ton, Cab & Chassis, Bed Delete, Regular Cab, 4x2, per Specification No. 1536-2	\$ 23,700.00	\$ 71,100.00	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 2500 CK 25503						
11	3	Each	Service Body, per Specification No. NV-41-F	\$ No Bid	\$	
Model Year, Brand Name and Model Number:						
12	1	Each	3/4 Ton, Cab & Chassis, Bed Delete, Ext Cab, 4x4 per Specification No. 1536-WWT	\$ 29,000.00	\$ 29,000.00	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 2500 CK 25553						
13	1	Each	Service Body, per Specification No. NV-41-WWT	\$ No Bid	\$	
Model Year, Brand Name and Model Number:						
14	3	Each	1 Ton, Regular Cab, Bed Delete, 4x4, SRW, per Specification No. 1541	\$ 28,000.00	\$ 84,000.00	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 3500 CK 35503						
15	5	Each	Flatbed, per Specification No. NV-41	\$ No Bid	\$	
Model Year, Brand Name and Model Number:						
16	1	Each	1 Ton, Ext Cab, Bed Delete, 4x4, SRW, per Specification No. 1541-P&E	\$ 30,000.00	\$ 30,000.00	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 3500 CK 35553						
17	1	Each	Service Body, per Specification No. NV-38-P&C	\$ No Bid	\$	
Model Year, Brand Name and Model Number:						

ITEM	QTY (+/-)	Unit of Measure	DESCRIPTION	UNIT PRICE* BID	EXTENDED COST	Delivery (Days) ARO**
18.	2	Each	1 Ton, Pickup, Extended Cab, Bed Delete, 4x4, Single Rear Wheel, per Specification No. 1541-TR	\$ 25,900.00	\$ 51,800.00	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 3500 CK 359 53						
19.	2	Each	Service Body w/Crane, per Specification NV-38-TR	\$ No Bid	\$	
Model Year, Brand Name and Model Number:						
20.	1	Each	1 Ton, Crew Cab, Bed Delete, 4x4, SRW per Specification No. 1541-TRA	\$ 30,700.00	\$ 30,700.00	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 3500 CK 359 93						
21.	1	Each	Service Body, per Specification No. NV-38-TRA	\$ No Bid	\$	
Model Year, Brand Name and Model Number:						
22.	1	Each	1 Ton, Regular Cab, Bed Delete, 4x4, SRW, per Specification No. 1541-WP	\$ 28,000.00	\$ 28,000.00	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 3500 CK 359 03						
23.	1	Each	1 Ton, Cab & Chassis, Crew Cab, 4x4, DRW, per Specification No. 1544	\$ 30,000.00	\$ 30,000.00	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 3500 CK 360 43						
24.	1	Each	1 Ton, Cab & Chassis, Crew Cab, 4x4, DRW, per Specification No. 1544-WP	\$ 27,500.00	\$ 27,500.00	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 3500 CK 360 43						
25.	1	Each	1 Ton, Crew Cab, Regular Bed, SRW, 4x4, per Specification No. 3513-SRW-LF	\$ 30,800.00	\$ 30,800.00	120
Model Year, Brand Name and Model Number: 2015 Chevrolet 3500 CK 355 43						

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

Total: \$30,000

**ARO - After Receipt of Order

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

PAYMENT TERMS AND DISCOUNTS - Bidder offers a prompt payment discount of 0%, net 30 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.

S Purchase/Bid Docs/ITB 15-12170-SS, Light Duty Vehicles



Regular City Council Meeting

5. 16.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution - Transportation Services: Consider a resolution authorizing the Mayor to execute contract 12217 with Texas Enterprises, Inc., dba United Oil & Grease and contract 12263 with Stewart & Stevenson Power Products, LLC, for motor oil and lubricants for Citibus, ITB 15-12217-TF.

Item Summary

The contract establishes pricing for motor oil and lubricants for Citibus. Bids were received from the following companies: Texas Enterprises d/b/a United Oil and Grease and Stewart and Stevenson Power Products, LLC. The contracts are awarded by unit price for each item. The total amount of the award is based on estimated quantities and actual expenditures may be more or less depending on actual need. The price per unit will not change and expenditures will not exceed appropriated funds. The contract term is for one year with an option to renew for two additional one-year periods.

A tab sheet is provided.

Staff recommends contract 12217 be awarded to Texas Enterprises Inc. of Lubbock, Texas, and contract 12263 be awarded to Stewart and Stevenson of Lubbock, Texas.

Fiscal Impact

Cost associated with this contract is already included in the FY 2015 Citibus budget. There will be no additional cost to the City of Lubbock.

Staff/Board Recommending

Citibus staff recommends that contracts for ITB 15-12217-TF be awarded to United Oil & Grease and Stewart & Stevenson.

Attachments

Resolution & Contract - United Oil & Grease

Resolution & Contract - Stewart & Stevenson Power Products, LLC

Tab Sheet

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. 12217 for Motor Oil and Lubricants for Citibus, by and between the City of Lubbock and Texas Enterprises, Inc., dba United Oil & Grease, 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 _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.Contract-Nbr 12217-Motor Oil and Lubricants for Citibus
3.9.15

**City of Lubbock, TX
Contract for
Motor Oil and Lubricants for Citibus**

THIS CONTRACT made and entered into this 9th day of April, 2015, by and between the City of Lubbock ("City"), and Texas Enterprises, Inc. dba United Oil & Grease, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Motor Oil and Lubricants for Citibus 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 Motor Oil and Lubricants for Citibus.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Motor Oil and Lubricants for Citibus and more specifically referred to as Items One, Three, Five, Six, Seven, Eight, and Nine 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. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
3. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
4. 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.
5. This Contract includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	
Commercial General Liability	\$1,000,000
General Aggregate	
Products-Comp/Op AGG	
Contractual Liability	
Personal & Adv. Injury	
Automotive Liability	
Combined Single Limit	\$1,000,000
Any Auto	
Workers Compensation	Statutory Amounts

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

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

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

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

10. All funds for payment by the City under this contract are subject to the availability of an annual appropriation for this purpose by the City. In the event of non-appropriation of funds by the City Council of the City of Lubbock for the goods or services provided under the contract, the City will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the goods or services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated for the continuance of this contract, cancellation shall be accepted by the Seller on 30 days prior written notice, but failure to give such notice shall be of no effect and the City shall not be obligated under this contract beyond the date of termination.
11. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.
12. This Contract consists of the following documents set forth herein; Invitation to Bid No. 15-12217-TF, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT



Bill Howerton,
Assistant City Manager

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

CONTRACTOR

BY 

Authorized Representative



Print Name

4911 E 7th St.

Address

Austin, Tx - 78702

City, State, Zip Code

City of Lubbock, TX
ITB 15-12217-TF
Motor Oil and Lubricants for Citibus

SPECIFICATIONS

I. **SCOPE:** This solicitation is an Invitation for Bid to establish an annual price contract for Motor Oil and Lubricants for Citibus Transit Buses.

No guarantee of Volume. The City of Lubbock does not guarantee any specific amount of compensation volume, minimum or maximum. Amounts, quantities listed on the bid form are estimates only.

No price Escalation: Bids are to be submitted on a firm fixed price basis. No escalation of price will be permitted during the term of this contract.

II. **SCOPE OF SERVICES:**

- The successful vendor will keep stocking level at their warehouse in quantities enough as to not cause Citibus to buy oil and lubricants from any other source.
- Delivery must be made with 24 hours after receipt of order.
F.O.B to Citibus located at 801 Texas Ave, Lubbock, Texas 79401

III. **REFERENCES:** Supply a minimum of three references, which shall include the name and address of the company, contact name, telephone number and type of service provided.

IV. **DOCUMENTS:** Bidder must submit the following forms with their bid. Failure to do so may deem the bid non-responsive:

- Statement of Eligibility
- Affidavit of Non-Collusion
- List of Similar Contracts
- Buy America Certificate

V. **TERM:** The contract shall be for a term of one (1) year, said date of term beginning upon formal approval. The contract may be renewed for an additional two (2), one (1) year terms under the same terms and conditions upon written agreement from both parties.

This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

BID FORM
Motor Oil and Lubricants for Citibus
City of Lubbock, TX
ITB No. 15-12217-TF

In compliance with the Invitation to Bid 15-12217-TF, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 15-12217-TF is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY	UOM	DESCRIPTION / BRAND	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**
1.	4000	GL	Mobil Delvac Low Ash 15W-40	\$ 11.20	44,800	3
2.	275	GL	Transynd <i>MUST BE OEM</i>	<i>PER PART</i>	<i>DIANNA</i>	
3.	165	GL	Dexron III/Mercon	\$ 7.07	1166.55	3
4.	770	GL	SCA charged Pre-mix 50/50 Powercool	<i>MUST</i>	<i>BE OEM</i>	
5.	65	GL	Chassis Grease (High temp grease)	14.30	929.50	3
6.	400	GL	Urea exhaust lube	2.79	1116.00	3
7.	400	GL	5W-30 Conventional oil <i>MOBIL</i>	9.91	3964.00	3
8.	55	GL	75W-90 Synthetic Gear oil <i>MOBIL</i>	25.80	1419.00	3
9.	275	GL	80W-90 Gear oil <i>GOLDEN WEST</i>	9.58	2634.50	3
TOTAL (Items 1-9)					\$ 56,029.55	

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

**Days After Receipt of Order (ARO)

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

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

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

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

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

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

YES NO

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

THIS BID IS SUBMITTED BY Texins Enterprises, Inc a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as

United Oil & Grease of the City of Lubbock

Firm: United Oil & Grease

Address: 3100 Clovis Road

City: Lubbock State: TX Zip: 79408

Bidder acknowledges receipt of the following addenda:

- Addenda No. _____ Date _____
- Addenda No. _____ Date _____
- Addenda No. _____ Date _____
- Addenda No. _____ Date _____

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code, Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By Cody Douglas Date: 2/17/15
Authorized Representative - must sign by hand

Officer Name and Title: Cody Douglas CFO
Please Print

Business Telephone Number 512-385-2020 FAX: 512-389-3330

E-mail Address: cdouglas@alliedsalesco.com

FOR CITY USE ONLY	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual:	_____
Date of Award by City Council (for bids over \$50,000):	_____ Date P.O./Contract Issued: _____

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

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

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. 12263 for Motor Oil and Lubricants for Citibus, by and between the City of Lubbock and Stewart & Stevenson Power Products, LLC, of Lubbock, Texas, and related documents. Said Contract is attached hereto and incorporated in this resolution as if fully set forth herein and shall be included in the minutes of the City Council.

Passed by the City Council on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Amy L. Sims, Deputy City Attorney

RES.Contract-Nbr 12263-Motor Oil and Lubricants for Citibus
3.9.15

**City of Lubbock, TX
Contract for
Motor Oil and Lubricants for Citibus**

THIS CONTRACT made and entered into this 9th day of April, 2015, by and between the City of Lubbock ("City"), and Stewart & Stevenson Power Products, LLC, ("Contractor").

WITNESSETH:

WHEREAS, the City of Lubbock duly advertised for bids for Motor Oil and Lubricants for Citibus 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 Motor Oil and Lubricants for Citibus.

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

1. In accordance with City's specifications and Contractor's bid, copies of which are attached hereto and made part hereof, Contractor will deliver to the City, Motor Oil and Lubricants for Citibus and more specifically referred to as Item Two and Item Four 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. The Contractor shall perform the work according to the procedures outlined in the Bid Form and Specifications attached hereto. The contract shall be for a term of one year, with the option of two, one year extensions, said date of term beginning upon formal approval. The City does not guarantee any specific amount of compensation, volume, minimum or maximum amount of services under this contract.
3. This contract shall remain in effect until the expiration date, performance of services ordered, or termination of by either party with a 30 day written notice. Such written notice must state the reason for cancellation. The City of Lubbock reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the city.
4. 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.
5. This Contract includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

6. The contractor shall obtain and maintain in full force and effect during the term of the contract, commercial general liability coverage with insurance carriers admitted to do business in the State of Texas. The insurance companies must carry a Best's Rating of A- VII or better. The policies will be written on an occurrence basis, subject to the following minimum limits of liability:

<u>TYPE</u>	<u>AMOUNT</u>
General Liability	
Commercial General Liability	\$1,000,000
General Aggregate	
Products-Comp/Op AGG	
Contractual Liability	
Personal & Adv. Injury	
Automotive Liability	
Combined Single Limit	\$1,000,000
Any Auto	
Workers Compensation	Statutory Amounts

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

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

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

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

7. Neither the City nor the Contractor shall assign, transfer or encumber any rights, duties or interests accruing from this Contract without the written consent of the other.
8. The City reserves the right to exercise any right or remedy available to it by law, contract, equity, or otherwise, including without limitation, the right to seek any and all forms of relief in a court of competent jurisdiction. Further, the City shall not be subject to any arbitration process prior to exercising its unrestricted right to seek judicial remedy. The remedies set forth herein are cumulative and not exclusive, and may be exercised concurrently. To the extent of any conflict between this provision and another provision in, or related to, this document, this provision shall control.
9. At any time during the term of the contract, or thereafter, the City, or a duly authorized audit representative of the City or the State of Texas, at its expense and at reasonable times, reserves the right to audit Contractor's records and books relevant to all services provided to the City under this Contract. In the event such an audit by the City reveals any errors or overpayments by the City, Contractor shall refund the City the full amount of such overpayments within thirty (30) days of such audit findings, or the City, at its option, reserves the right to deduct such amounts owing the City from any payments due Contractor.

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

11. The Contractor shall not assign or sublet the contract, or any portion of the contract, without written consent from the Director of Purchasing and Contract Management. Should consent be given, the Contractor shall insure the Subcontractor or shall provide proof on insurance from the Subcontractor that complies with all contract Insurance requirements.

12. This Contract consists of the following documents set forth herein; Invitation to Bid No. 15-12217-TF, Specifications, and the Bid Form.

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

CITY OF LUBBOCK

Glen C. Robertson, Mayor

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton,
Assistant City Manager

APPROVED AS TO FORM:



Amy Sims, Deputy City Attorney

CONTRACTOR

BY 

Authorized Representative



Print Name



Address



City, State, Zip Code

City of Lubbock, TX
ITB 15-12217-TF
Motor Oil and Lubricants for Citibus

SPECIFICATIONS

- I. **SCOPE:** This solicitation is an Invitation for Bid to establish an annual price contract for Motor Oil and Lubricants for Citibus Transit Buses.

No guarantee of Volume. The City of Lubbock does not guarantee any specific amount of compensation volume, minimum or maximum. Amounts, quantities listed on the bid form are estimates only.

No price Escalation: Bids are to be submitted on a firm fixed price basis. No escalation of price will be permitted during the term of this contract.

II. **SCOPE OF SERVICES:**

- The successful vendor will keep stocking level at their warehouse in quantities enough as to not cause Citibus to buy oil and lubricants from any other source.
- Delivery must be made with 24 hours after receipt of order.
F.O.B to Citibus located at 801 Texas Ave, Lubbock, Texas 79401

III. **REFERENCES:** Supply a minimum of three references, which shall include the name and address of the company, contact name, telephone number and type of service provided.

IV. **DOCUMENTS:** Bidder must submit the following forms with their bid. Failure to do so may deem the bid non-responsive:

- Statement of Eligibility
- Affidavit of Non-Collusion
- List of Similar Contracts
- Buy America Certificate

V. **TERM:** The contract shall be for a term of one (1) year, said date of term beginning upon formal approval. The contract may be renewed for an additional two (2), one (1) year terms under the same terms and conditions upon written agreement from both parties.

This agreement includes incorporation of Federal Transit Administration (FTA) Terms. The preceding provisions include, in part, certain Standard Terms and Conditions required by the Department of Transportation (DOT), whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1F, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests which would cause Citibus to be in violation of the FTA terms and conditions.

BID FORM
Motor Oil and Lubricants for Citibus
City of Lubbock, TX
ITB No. 15-12217-TF

In compliance with the Invitation to Bid 15-12217-TF, the undersigned Bidder having examined the Invitation to Bid and Specifications, and being familiar with the conditions to be met, hereby submits the following Bid for furnishing the material, equipment, labor and everything necessary for providing the items listed below and agrees to deliver said items at the locations and for the prices set forth on this form. A bid will be subject to being considered irregular and may be rejected if it shows omissions, alterations of form, conditional alternate bids, additions or alternates in lieu of the items specified, if the unit prices are obviously unbalanced (either in excess of or below reasonably expected values), or irregularities of any kind. The Invitation to Bid 15-12217-TF is by reference incorporated in this contract. The Bid Form must be completed in blue or black ink or by typewriter.

ITEM	QTY	UOM	DESCRIPTION / BRAND	UNIT PRICE* BID	EXTENDED COST	Delivery Days ARO**
1.	4000	GL	Mobil Delvac Low Ash 15W-40	\$ 14.55 gal	58,200. ⁰⁰	2 wks
2.	275	GL	Transynd	53.52 gal	14,718. ²⁵	1-Day
3.	165	GL	Dexron III/Mercon	N/A		
4.	770	GL	SCA charged Pre-mix 50/50 Powercool	9.50 gal	7315. ⁰⁰	1-Day
5.	65	GL	Chassis Grease (High temp grease)	N/A		
6.	400	GL	Urea exhaust lube	3.94 gal	1576. ⁰⁰	1-Day
7.	400	GL	5W-30 Conventional oil	N/A		
8.	55	GL	75W-90 Synthetic Gear oil	N/A		
9.	275	GL	80W-90 Gear oil	N/A		
TOTAL (Items 1-9)					\$ 81,809.²⁵	

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

**Days After Receipt of Order (ARO)

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

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

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

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

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

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

YES _____ NO X

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

THIS BID IS SUBMITTED BY Stewart & Stevenson¹⁰¹¹ a corporation organized under the laws of the State of Texas, or a partnership consisting of _____ or individual trading as _____

_____ of the City of Lubbock

Firm: Stewart & Stevenson Power Products LLC

Address: 2000 E. Slaton Hwy

City: Lubbock State: Tx Zip: 79404

Bidder acknowledges receipt of the following addenda:

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

Addenda No. _____ Date _____

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

Any entity or person that manufactures, distributes, converts new motor vehicles (or represents an entity that manufactures, distributes, or converts new motor vehicles) or is in the business of buying, exchanging, or selling new motor vehicles is required under the Tex. Occ. Code, Chapter 2301 to be licensed by Motor Vehicle Division of the Texas Department of Transportation. In order for a bid to be in compliance with the Motor Vehicle Commission Code, the bidder must hold and provide all applicable current valid licenses issued by the State of Texas:

1. Name _____ and Manufacture's License No. _____
2. Name _____ and Converter's License No. _____
3. Name _____ and Representative's License No. _____
4. Name _____ and Franchise Dealer's License No. _____

General Distinguishing No. _____ (Franchised TX dealer)

By Jack Sparks - Jack Sparks Date: 7-20-15
 Authorized Representative - must sign by hand

Officer Name and Title: Jack Sparks Aftermarket Sales
 Please Print

Business Telephone Number 806-745-4224 FAX: 806-748-1165

E-mail Address: j.Sparks@ssss.com

FOR CITY USE ONLY	
Bid Form Item Number(s) Awarded to Above Named Firm/Individual: _____	
Date of Award by City Council (for bids over \$50,000): _____	Date P.O./Contract Issued: _____

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

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

City of Lubbock, TX

Citibus

Bid Tabulation

April 9, 2015

ITB 15-12217-TF

Motor Oil and Lubricants for Citibus

Item	Qty	U/M	Description/Vendor	Location	Unit Cost	Extended Cost
1	4,000	GL	Mobil Delvac Low Ash 15W-40			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	\$ 11	44,800
			Stewart & Stevenson Power Products, LLC	Lubbock, TX	15	58,200
2	275	GL	Transynd			
			Stewart & Stevenson Power Products, LLC	Lubbock, TX	54	14,718
3	165	GL	Dexron III/Mercon			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	7	1,167
4	770	GL	SCA Charged Pre-mix 50/50 Powercoo			
			Stewart & Stevenson Power Products, LLC	Lubbock, TX	10	7,315
5	65	GL	Chassis Grease (High Temp Grease)			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	14	930
6	400	GL	Urea Exhaust Lube			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	3	1,116
			Stewart & Stevenson Power Products, LLC	Lubbock, TX	4	1,576
7	400	GL	5W-30 Conventional Oil			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	10	3,964
8	55	GL	75W-90 Synthetic Gear Oil			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	26	1,419
9	275	GL	80W-90 Gear Oil			
			Texas Enterprises, Inc. dba United Oil & Grease	Lubbock, TX	10	2,635

Item by Item

Texas Enterprises, Inc. dba United Oil & Grease for
Items 1, 3, 5, 6,7, 8 and 9

Stewart & Stevenson Power Products, LLC for Items
2 and 4



Regular City Council Meeting

5. 17.

Meeting Date: 04/09/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00025 for Zone Case 3116-H, a request of Hugo Reed and Associates, Inc., for Wee Care Educational Learning Center, for a zoning change from Garden Office (GO) to Apartment Medical (AM) on Tract L, Kelsey Park Addition, 13401 Quaker Avenue, Lubbock, Texas.

Item Summary

On March 26, 2015, the City Council approved the first reading of the ordinance.

General comments:

This request is to rezone a GO tract to AM. The proposed project is a day care.

Adjacent land uses:

This tract is part of a strip of Garden Office bordering the Kelsey Park subdivision. There is vacant GO to the north, built single family to the east, and vacant single family to the south. Property to the west is farm land and lies outside the current City limits.

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP as a buffer district.

Zoning Policy:

The AM district is a buffer district like GO. AM is also similar in density and intensity as compared to GO and should not be a detriment to the adjacent neighborhood.

Effect on the adjacent street and thoroughfare system:

Overall, there should be little to no effect on the thoroughfare system. Quaker is not currently built as a full T-2 (seven lanes) thoroughfare at this time so any development, including single family, will have a minor impact on the street. The Thoroughfare Plan does indicate Quaker will be a seven lane thoroughfare when it is needed.

Recommendations:

On March 5, 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

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. 3116-II**; A ZONING CHANGE FROM **GO** TO **AM** ZONING DISTRICT ON **TRACT L, KELSEY 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. 3116-H

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 **AM** zoning district on **Tract L, Kelsey Park Addition, City of Lubbock, Lubbock County, Texas, located at 13401 Quaker 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:



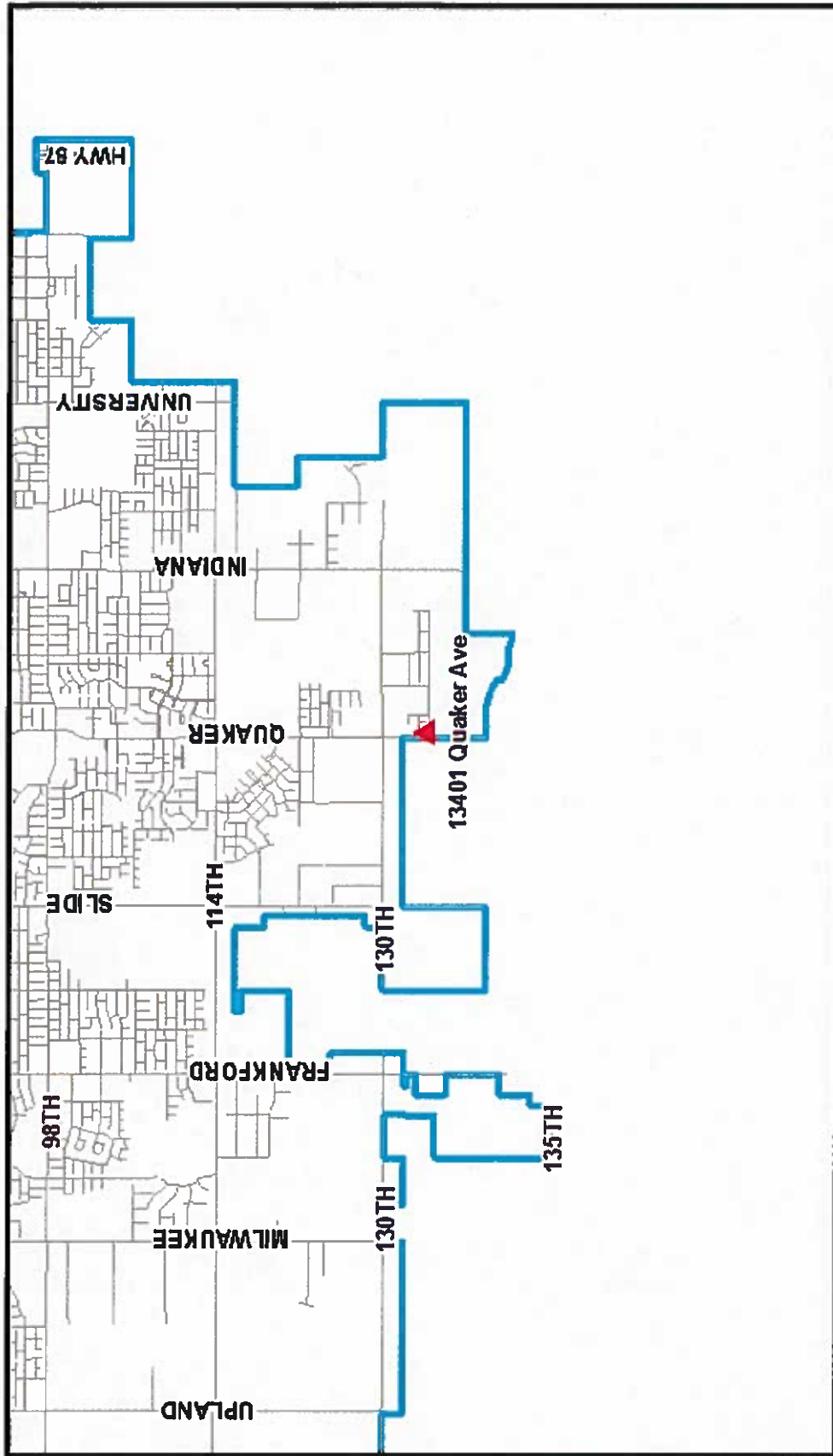
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

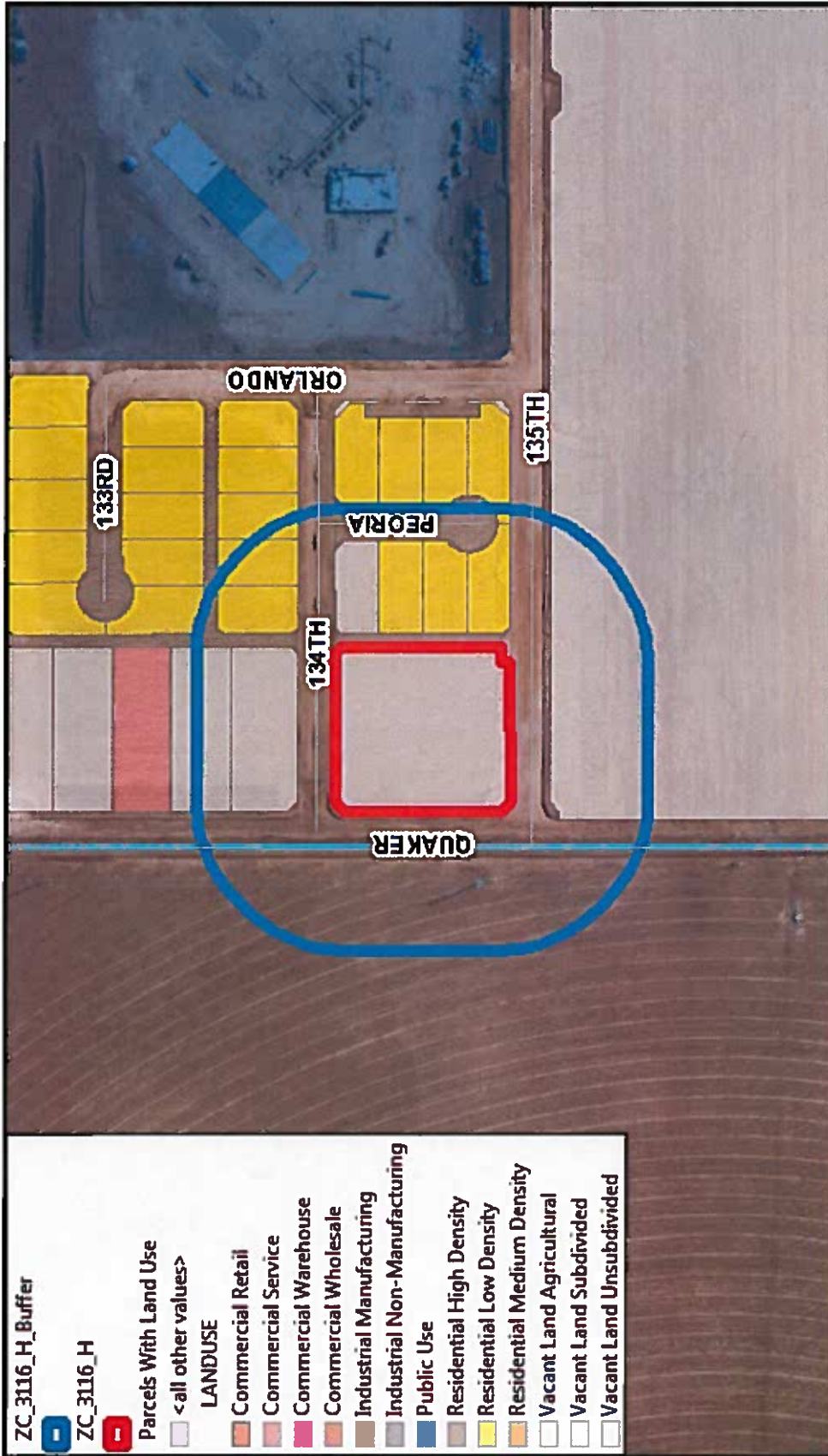


Chad Weaver, City Attorney

vw/cityatt/Chad/ZoneCase/ZC3116-H
March 5, 2015

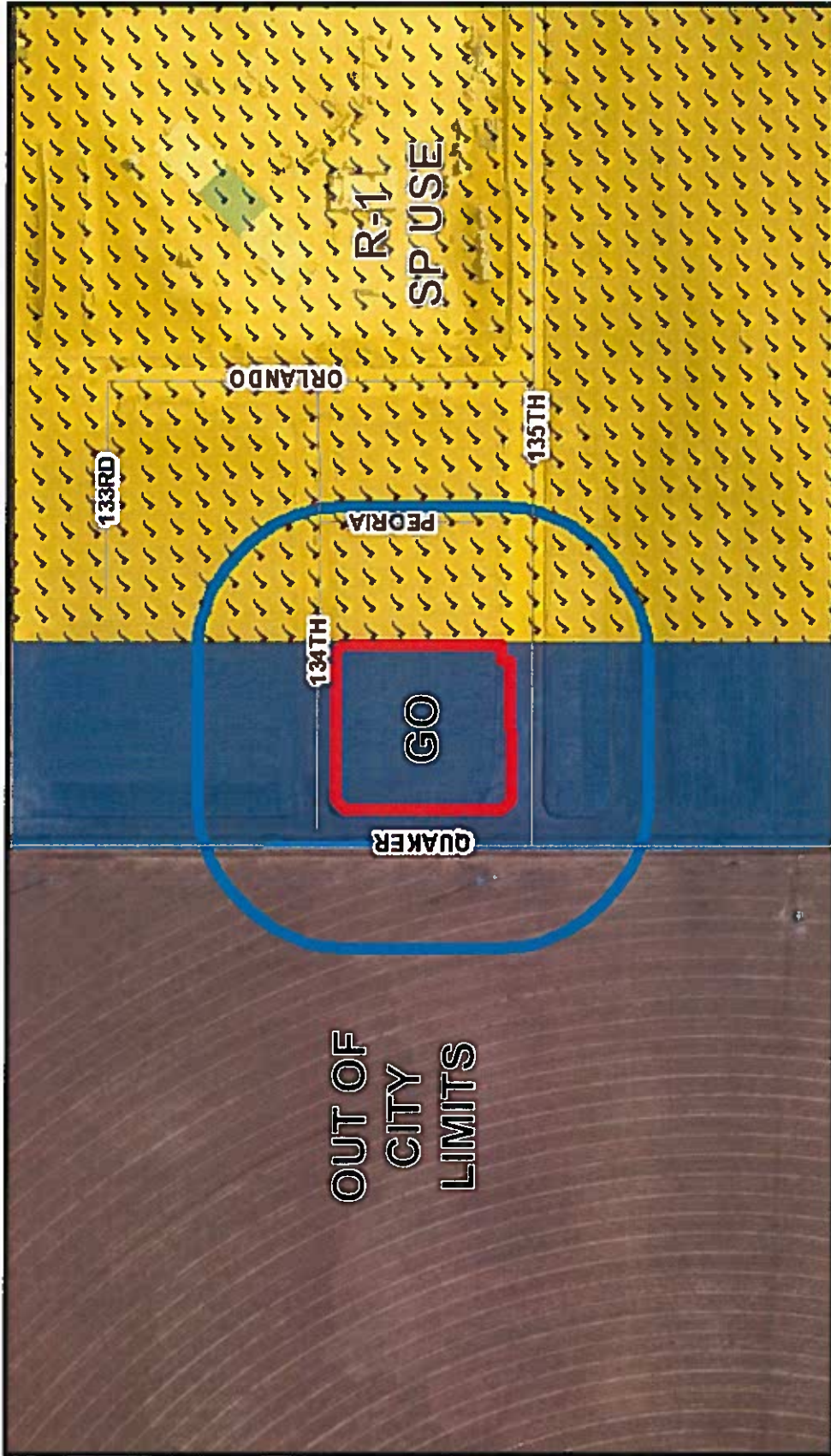


P.Z.C. Case 3116-H



P.Z.C. Case 3116-H

Request of Hugo Reed and Associates, Inc. (for Wee Care Educational Learning Center) for a zoning change from GO to AM, 13401 Quaker Avenue



P.Z.C. Case 3116-H Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Hugo Reed and Associates, Inc.
1601 Avenue N
Street/Post Office Box
Lubbock, Texas 79401
City State Zip
(806) 763-5642
Telephone

For Wee Care Educational Learning Center
4801 122nd Street
Street/Post Office Box
Lubbock TX 79424
City State Zip
(806) 778-6449
Telephone

Location or Address: 135th Street and Quaker Avenue

Legal Description: Tract "L" Kelsey Park

Existing Land Use: Vacant Existing Zoning: GO

Acreage or Square Footage of Property: 1.52 Acres

Zoning Requested: AM

Proposed Development: Day Care

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

Terry Holmes
Applicant's Signature

February 5, 2015
Date

Filing Fee: \$478.00 (Hugo Reed # 24226)
(\$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: 95845 MAP 70

Zone Case No.: 3116-H

Agenda No.:

Request for zoning change from: GO

To: AM

on Lot(s): Tract L

Block(s):

Subdivision: Kelsey Park

Address: 13401 Quaker Ave

SR



PROPOSED AM
 ZONING LOCATED IN
 SECTION 4, BLOCK AK



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.: 3116-H

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
MAR 02 REC'D
PLANNING DEPARTMENT

Print Name Rex Robertson
Signature: [Handwritten Signature]
Address: 17103 Preston Road Dallas, TX 75248
Address of Property Owned: Kelsey Park



Regular City Council Meeting

5. 18.

Meeting Date: 04/09/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00026 for Zone Case 3249, a request of JDMA, Inc., for Scoggin Dickey Dealership, for a zoning change from Transitional (T) to Interstate Highway Commercial (IHC) on 4.32 acres of unplatted land out of Block JS, Section 9, northeast corner of West Loop 289 and 19th Street, Lubbock, Texas.

Item Summary

On March 26, 2015, the City Council approved the first reading of the ordinance.

General comments:

The request is to zone to IHC an area of TxDOT right-of-way previously zoned as T.

Adjacent land uses:

N: (C-3) Scoggin Dickey Dealership

S: (C-3) Yates Flooring, and right-of-way

E: (C-3) Academy Sports/ Resthaven Funeral Chapel

W: (T) West Loop 289

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

Since the introduction of the Interstate Highway (IH) districts, IHC, has often been used along zone cases with loop frontage. Major points of entry into a City should be developed carefully and should present the most aesthetically pleasing designs along with permitting uses which will not be detrimental to the City.

IHC provides 75% masonry

Architecturally decorative roofs

Loading Docks must not face interstate or highway

No truck/trailer parking in front of the building

Hidden utilities

No outdoor storage

10% landscaping along corridor

Purpose of IHC: The purpose of this district is to provide for quality commercial office, retail and wholesale uses which serve a City-wide or regional area. Such uses require careful consideration when adjacent to residential areas.

Effect on the adjacent street and thoroughfare system:

None, the zone change is located along a major expressway with sufficient access.

Recommendations:

On March 5, 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

Ordinance - Zone Case 3249

Zone Case 3249

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. 3249**; A ZONING CHANGE FROM T TO IHC ZONING DISTRICT ON **4.32 ACRES OF UNPLATTED LAND OUT OF BLOCK JS, SECTION 9, 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. 3249

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to IHC zoning district on **4.32 acres of unplatted land out of Block JS, Section 9, City of Lubbock, Lubbock County, Texas, located at northeast corner of West Loop 289 and 19th Street.**

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:



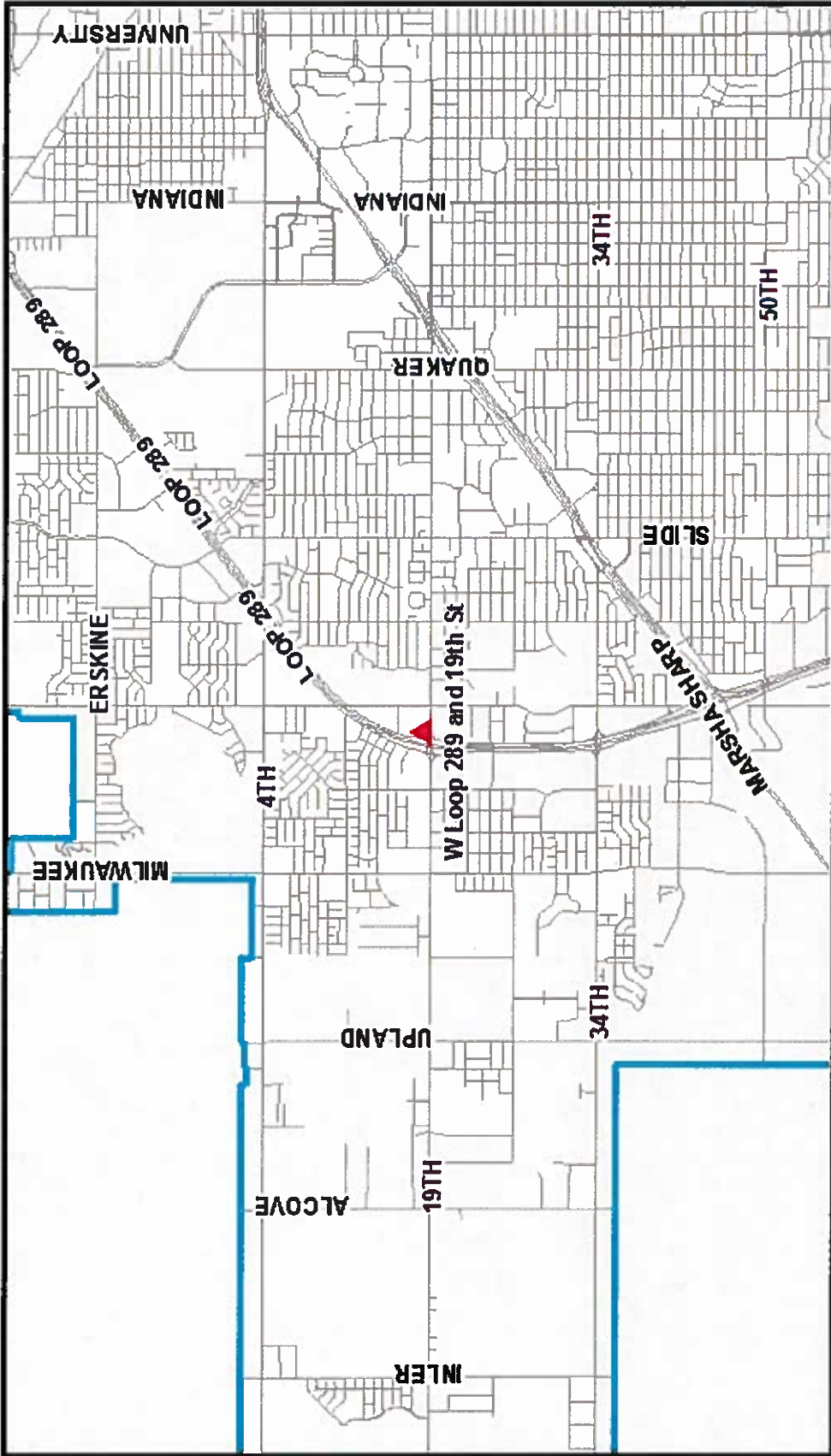
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

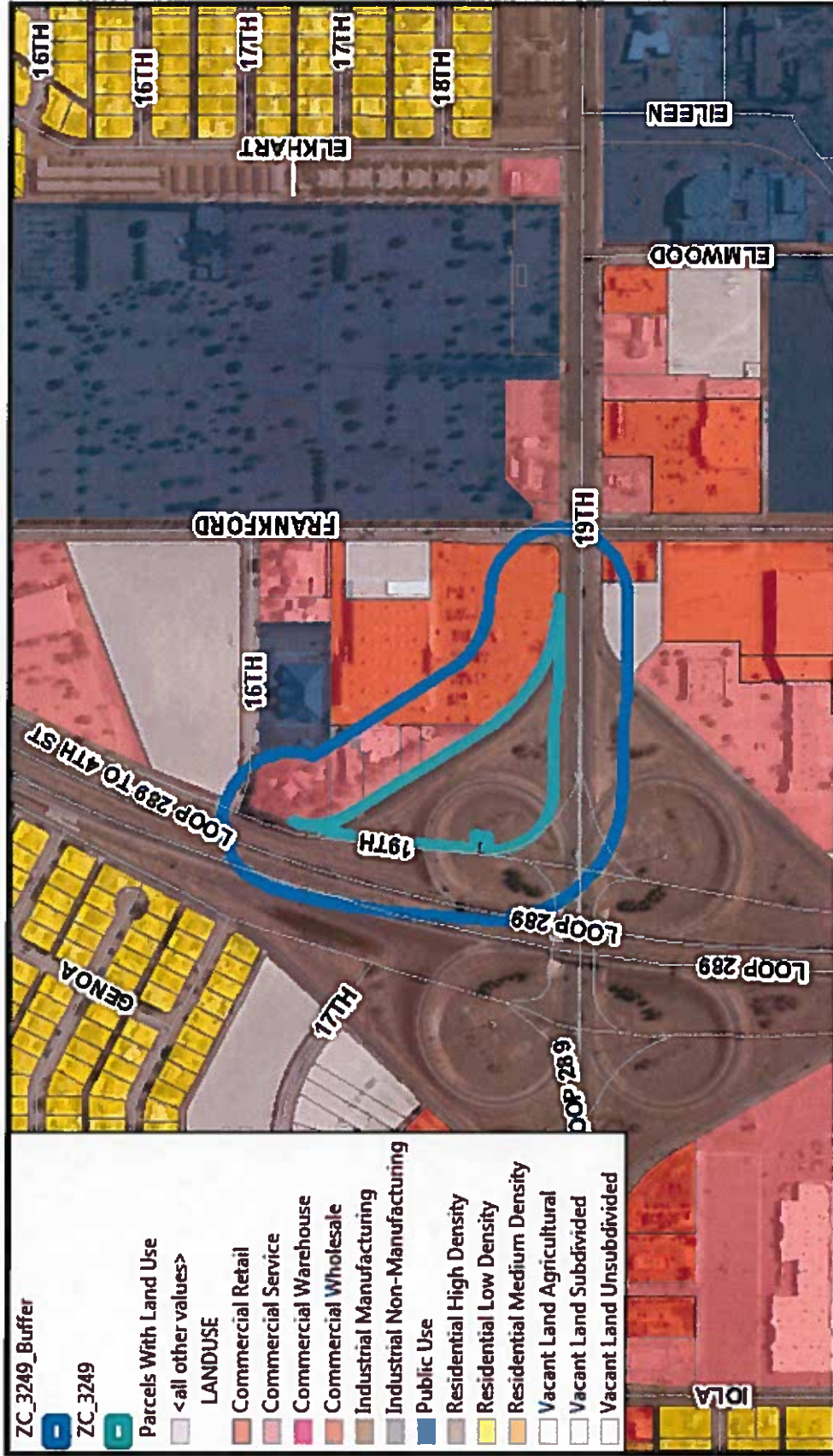


Chad Weaver, City Attorney

vw/cityatt/Chad/ZoneCase/ZC3249
March 5, 2015

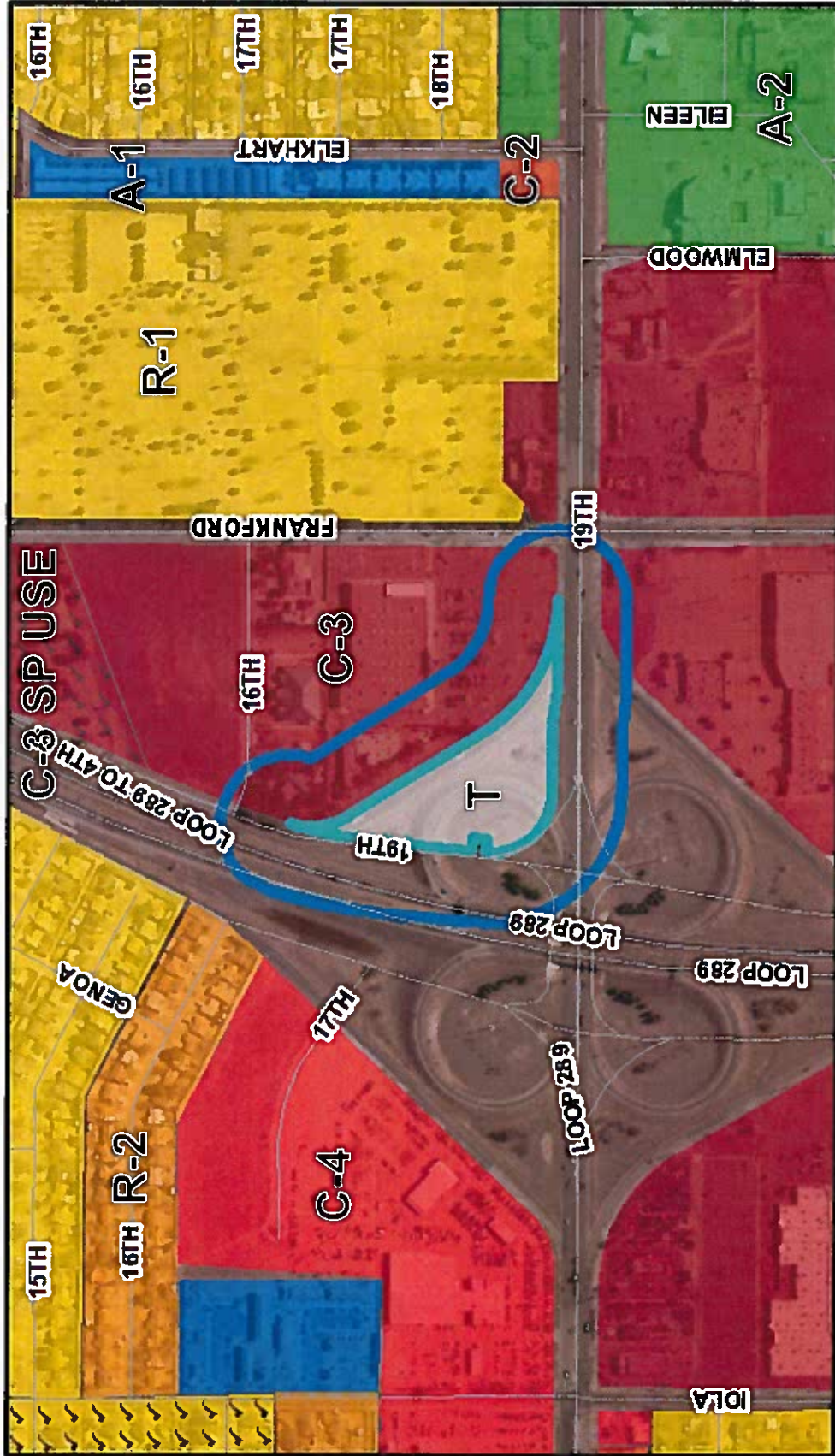


P.Z.C. Case 3249

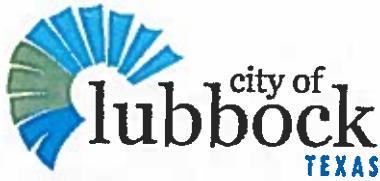


P.Z.C. Case 3249

Request of JDMA, Inc. (for Scoggin Dickey Dealership) for a zoning change from T to IHC, northeast corner of West Loop 289 and 19th Street



P.Z.C. Case 3249 Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print)

JDMA Inc
1402 Ave N
Lubbock TX 79401
(806) 744-44

For

Scoggin Dickey Dealership
5901 Spur 327
Lubbock TX 79424
(806) 589-0021

Location or Address:

NE CORNER LOOP 289 AND 19TH

Legal Description:*

METS AND FORMER (ATTACHED)

Existing Land Use:

NA

Existing Zoning:

NA

Acreage or Square Footage of Property:

4.323 A

Zoning Requested:

IHC

Proposed Development:

Auto Sales

If property is not subdivided, will preliminary plat be submitted?

Yes No [checked]

Applicant's Signature

Date

Filing Fee:

487.00
(\$475.00 for the first acre; \$3.00 for each additional acre; \$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only

m+B

map 23

Zone Case No.:

3249

Agenda No.:

Request for zoning change from:

T

To:

IHC

4.32 acres of unplatted land out of Block JS Section 9

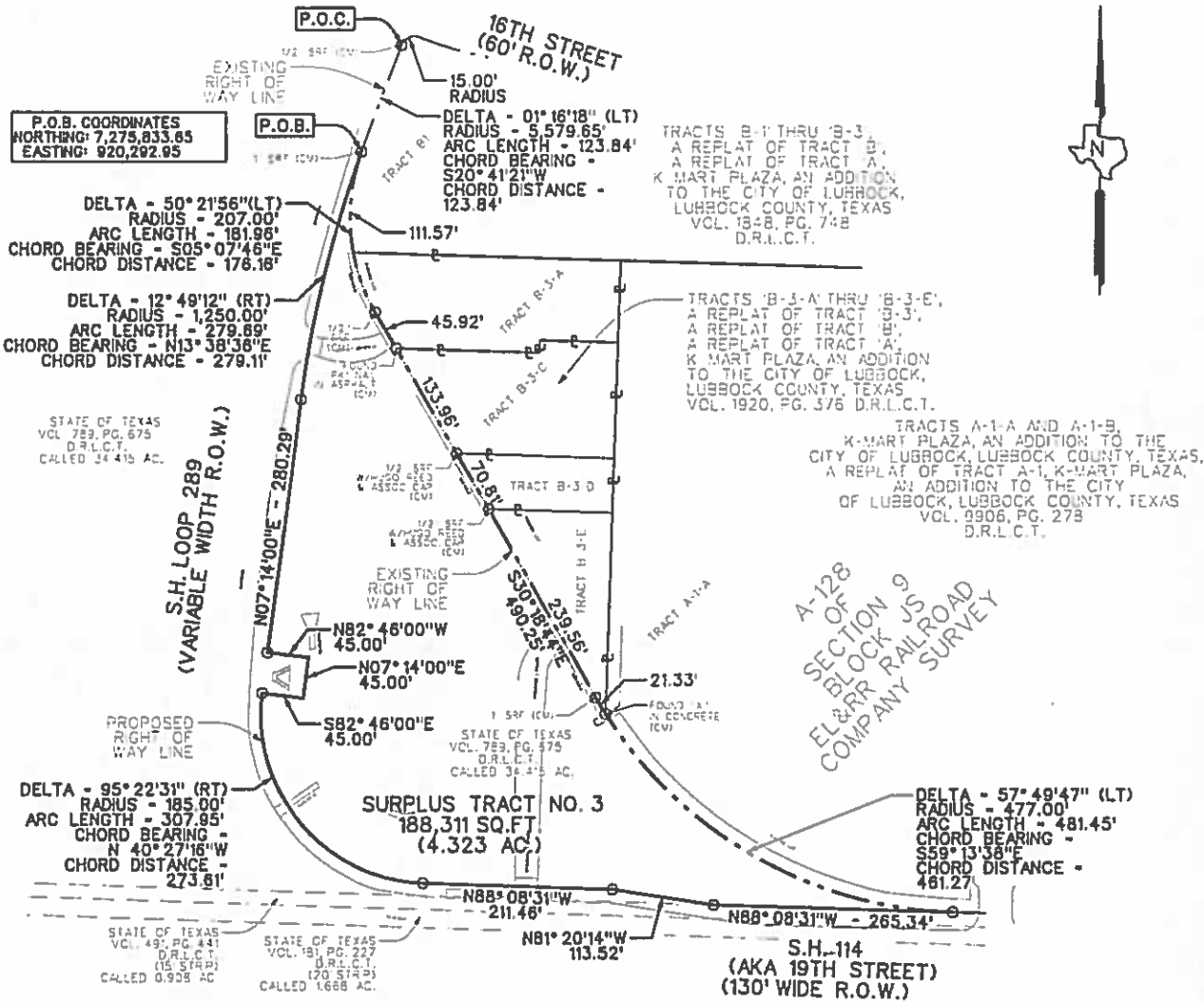
on Lot(s):

Block(s):

Subdivision:

NE corner of
Address: W Loop 289 and 19th St

[Handwritten mark]



P.O.B. COORDINATES
NORTHING: 7,275,833.65
EASTING: 920,292.95

DELTA - 50° 21' 56" (LT)
RADIUS - 207.00'
ARC LENGTH - 181.98'
CHORD BEARING - S05° 07' 46" E
CHORD DISTANCE - 176.18'

DELTA - 12° 49' 12" (RT)
RADIUS - 1,250.00'
ARC LENGTH - 279.89'
CHORD BEARING - N13° 38' 36" E
CHORD DISTANCE - 279.11'

STATE OF TEXAS
VOL. 789, PG. 575
D.R.L.C.T.
CALLED 34.415 AC.

S.H. LOOP 289
(VARIABLE WIDTH R.O.W.)

STATE OF TEXAS
VOL. 789, PG. 575
D.R.L.C.T.
CALLED 34.415 AC.

SURPLUS TRACT NO. 3
188,311 SQ.FT.
(4.323 AC.)

TRACTS B-1 THRU B-3
A REPEAT OF TRACT B-1
A REPEAT OF TRACT B-2
K MART PLAZA, AN ADDITION
TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
VOL. 1548, PG. 748
D.R.L.C.T.

TRACTS B-3-A THRU B-3-E,
A REPEAT OF TRACT B-3-
A REPEAT OF TRACT B-3-
A REPEAT OF TRACT A-1
K MART PLAZA, AN ADDITION
TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
VOL. 1920, PG. 376 D.R.L.C.T.

TRACTS A-1-A AND A-1-B,
K-MART PLAZA, AN ADDITION TO THE
CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS,
A REPEAT OF TRACT A-1, K-MART PLAZA,
AN ADDITION TO THE CITY
OF LUBBOCK, LUBBOCK COUNTY, TEXAS
VOL. 9906, PG. 278
D.R.L.C.T.

A-128
SECTION 9
BLOCK 95
EL&RR RAILROAD
COMPANY SURVEY

DELTA - 95° 22' 31" (RT)
RADIUS - 185.00'
ARC LENGTH - 307.95'
CHORD BEARING -
N 40° 27' 18" W
CHORD DISTANCE -
273.81'

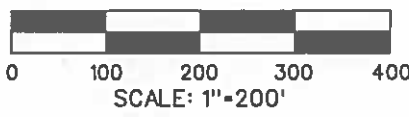
STATE OF TEXAS
VOL. 49, PG. 441
D.R.L.C.T.
(15 STRIPS)
CALLED 0.908 AC.

STATE OF TEXAS
VOL. 131, PG. 227
D.R.L.C.T.
(70 STRIPS)
CALLED 1.688 AC.

DELTA - 57° 49' 47" (LT)
RADIUS - 477.00'
ARC LENGTH - 481.45'
CHORD BEARING -
S59° 13' 38" E
CHORD DISTANCE -
481.27'

S.H. 114
(AKA 19TH STREET)
(130' WIDE R.O.W.)

SCALE IN FEET



LEGEND

- PROPOSED ROW LINE
- EXISTING ROW LINE
- PROPERTY LINE
- COUNTY LINE
- DENIAL OF ACCESS LINE
- SURVEY LINE
- FENCE LINE
- CITY LIMITS
- EASEMENTS
- RAILROAD
- STRUCTURES

○ 1/2" SRS W/YELLOW CAP STAMPED AZB
(UNLESS OTHERWISE NOTED)

- SRS - STEEL ROD SET
- SPF - STEEL PIPE FOUND
- SRF - STEEL ROD FOUND
- P.O.C. - POINT OF COMMENCING
- P.O.B. - POINT OF BEGINNING

A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 3
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
188,311 SQ.FT. [4.323 AC.]
TRACT OF LAND IN THE
EL&RR SURVEY
ABSTRACT NUMBER 128
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014

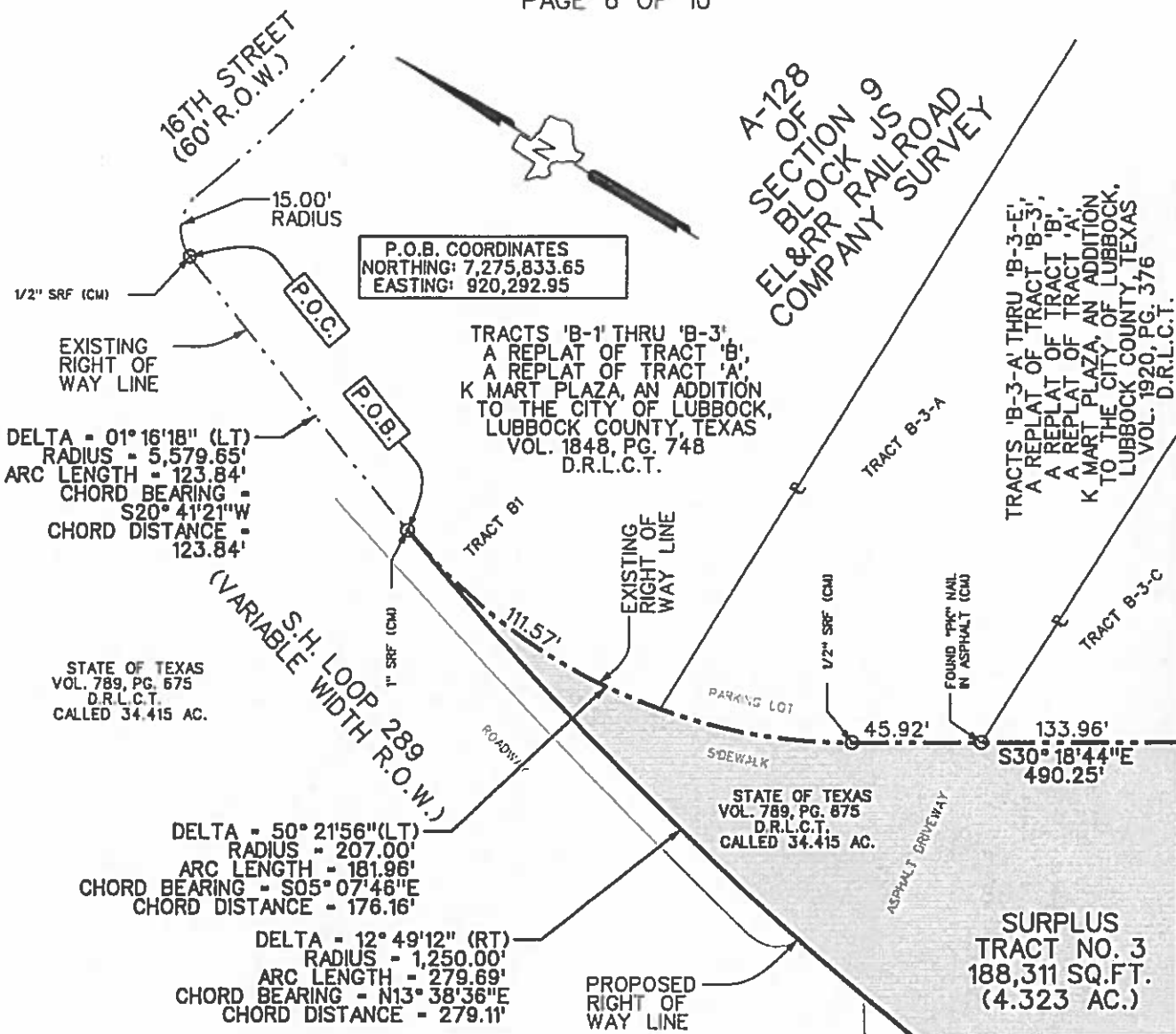
S:\1\del_189_2012\2401Z\002_LOOP_289_e_181111_LUBBOCK\ADCH\edone\NE PARCEL OVERALL.dgn 11/25/2014

A-128
SECTION 9
BLOCK JSJ
EL&RR RAILROAD
COMPANY SURVEY

P.O.B. COORDINATES
NORTHING: 7,275,833.65
EASTING: 920,292.95

TRACTS 'B-1' THRU 'B-3'
A REPLAT OF TRACT 'B',
A REPLAT OF TRACT 'A',
K MART PLAZA, AN ADDITION
TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
VOL. 1848, PG. 748
D.R.L.C.T.

TRACTS 'B-3-A' THRU 'B-3-E',
A REPLAT OF TRACT 'B-3',
A REPLAT OF TRACT 'B',
A REPLAT OF TRACT 'A',
K MART PLAZA, AN ADDITION
TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
VOL. 1920, PG. 376
D.R.L.C.T.



SEE SHEET 7 OF 10

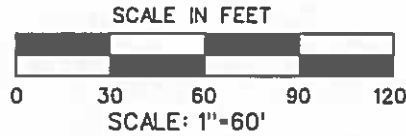
SEE SHEET 10 OF 10

LEGEND

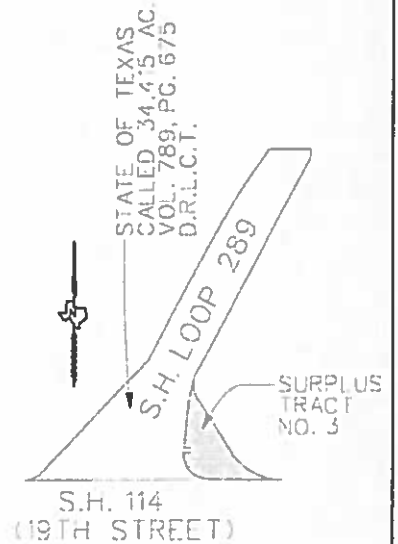
PROPOSED ROW LINE	— — — — —
EXISTING ROW LINE	— — — — —
PROPERTY LINE	— — — — —
COUNTY LINE	— — — — —
DENIAL OF ACCESS LINE	— — — — —
SURVEY LINE	— — — — —
FENCE LINE	— — — — —
CITY LIMITS	— — — — —
EASEMENTS	— — — — —
RAILROAD	— — — — —
STRUCTURES	— — — — —

○ 1/2" SRS W/YELLOW CAP STAMPED A2B
(UNLESS OTHERWISE NOTED)

SRS - STEEL ROD SET
SPF - STEEL PIPE FOUND
SRF - STEEL ROD FOUND
P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING



A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 3
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
188,311 SQ.FT. [4.323 AC.]
TRACT OF LAND IN THE
EL&RR SURVEY
ABSTRACT NUMBER 128
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014



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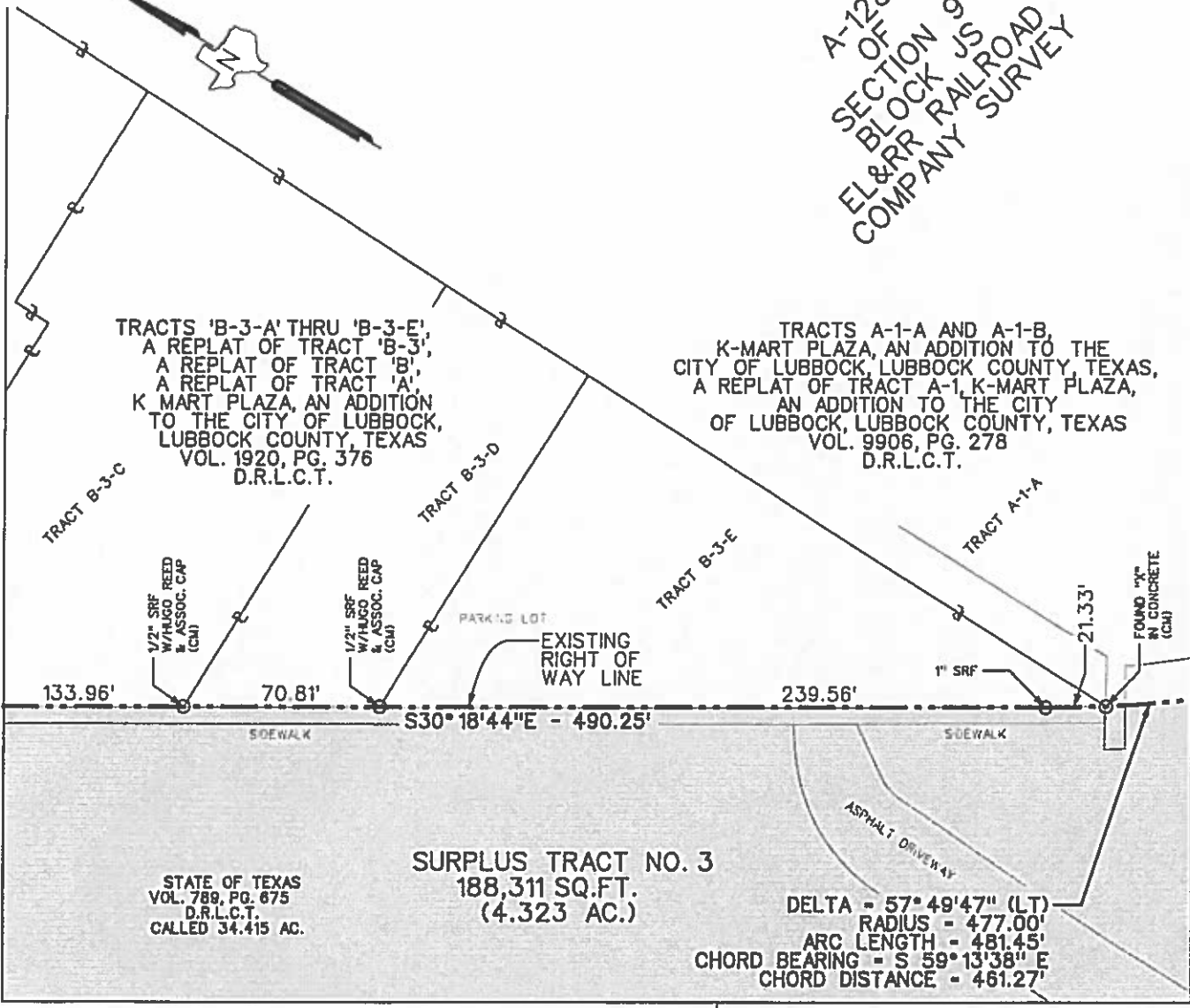
A-128
SECTION 9
BLOCK 9
EL&RR RAILROAD
COMPANY SURVEY

SEE SHEET 6 OF 10

SEE SHEET 8 OF 10

TRACTS 'B-3-A' THRU 'B-3-E',
A REPLAT OF TRACT 'B-3',
A REPLAT OF TRACT 'B',
A REPLAT OF TRACT 'A',
K MART PLAZA, AN ADDITION
TO THE CITY OF LUBBOCK,
LUBBOCK COUNTY, TEXAS
VOL. 1920, PG. 376
D.R.L.C.T.

TRACTS A-1-A AND A-1-B,
K-MART PLAZA, AN ADDITION TO THE
CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS,
A REPLAT OF TRACT A-1, K-MART PLAZA,
AN ADDITION TO THE CITY
OF LUBBOCK, LUBBOCK COUNTY, TEXAS
VOL. 9906, PG. 278
D.R.L.C.T.



STATE OF TEXAS
VOL. 789, PG. 875
D.R.L.C.T.
CALLED 34.415 AC.

SURPLUS TRACT NO. 3
188,311 SQ.FT.
(4.323 AC.)

DELTA = 57°49'47" (LT)
RADIUS = 477.00'
ARC LENGTH = 481.45'
CHORD BEARING = S 59°13'38" E
CHORD DISTANCE = 461.27'

SEE SHEET 10 OF 10

SEE SHEET 9 OF 10

SCALE IN FEET



SCALE: 1"=60'

LEGEND

- PROPOSED ROW LINE
- EXISTING ROW LINE
- PROPERTY LINE
- COUNTY LINE
- DENIAL OF ACCESS LINE
- SURVEY LINE
- FENCE LINE
- CITY LIMITS
- EASEMENTS
- RAILROAD
- STRUCTURES

○ 1/2" SRS W/YELLOW CAP STAMPED AZB
(UNLESS OTHERWISE NOTED)

- SRS - STEEL ROD SET
- GPF - STEEL PIPE FOUND
- GRF - STEEL ROD FOUND
- P.O.C. - POINT OF COMMENCING
- P.O.B. - POINT OF BEGINNING

A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 3
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
188,311 SQ.FT. [4.323 AC.]
TRACT OF LAND IN THE
EL&RR SURVEY
ABSTRACT NUMBER 128
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014

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11/21/2014

A-128
OF
SECTION 9
BLOCK 95
EL & RR RAILROAD
COMPANY SURVEY

TRACTS A-1-A AND A-1-B,
K-MART PLAZA, AN ADDITION TO THE
CITY OF LUBBOCK, LUBBOCK COUNTY, TEXAS,
A REPLAT OF TRACT A-1, K-MART PLAZA,
AN ADDITION TO THE CITY
OF LUBBOCK, LUBBOCK COUNTY, TEXAS
VOL. 9906, PG. 278
D.R.L.C.T.

(AKA S.H. 114
19TH STREET)
(130' WIDE R.O.W.)

STATE OF TEXAS
VOL. 491, PG. 441
D.R.L.C.T.
(15' STRIP)
CALLED 0.908 AC.

STATE OF TEXAS
VOL. 181, PG. 227
D.R.L.C.T.
CALLED 1.668 AC.
(20' STRIP)

TRACT A-1-A PARKING LOT

EXISTING
RIGHT OF
WAY LINE

PROPOSED
RIGHT OF
WAY LINE

DELTA - 57° 49' 47" (LT)
RADIUS - 477.00'
ARC LENGTH - 481.45'
CHORD BEARING - S59° 13' 38" E
CHORD DISTANCE - 461.27'

STATE OF TEXAS
VOL. 789, PG. 875
D.R.L.C.T.
CALLED 34.415 AC.

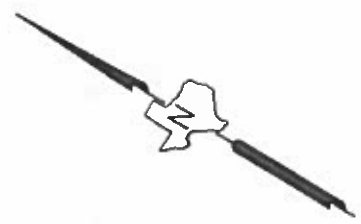
SURPLUS TRACT NO. 3
188,311 SQ.FT.
(4.323 AC.)

N88° 08' 31" W
211.46'

N87° 20' 14" W
113.52'

N88° 08' 31" W
265.34'

ROADWAY



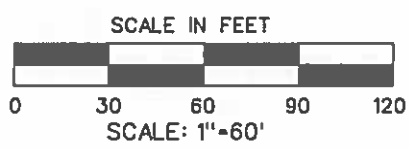
SEE SHEET 7 OF 10

SEE SHEET 9 OF 10

S:\7-Doc\NR_2012\71017.002_LOOP 289 & 19TH LUBBOCK\Dem\demu\NE PARCEL PAGE_3.dwg

LEGEND

PROPOSED ROW LINE	
EXISTING ROW LINE	
PROPERTY LINE	
COUNTY LINE	
DENIAL OF ACCESS LINE	
SURVEY LINE	
FENCE LINE	
CITY LIMITS	
EASEMENTS	
RAILROAD	
STRUCTURES	



A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 3
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
188,311 SQ.FT. [4.323 AC.]
TRACT OF LAND IN THE
EL&RR SURVEY
ABSTRACT NUMBER 128
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014

© 1/2" SRS W/YELLOW CAP STAMPED AZB
(UNLESS OTHERWISE NOTED)

SRS - STEEL ROD SET
SPF - STEEL PIPE FOUND
SRF - STEEL ROD FOUND
P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING

SEE SHEET 7 OF 10

SEE SHEET 8 OF 10

SEE SHEET 10 OF 10

A-128
SECTION OF
BLOCK 9 SURVEY
EL&RR RAILROAD
COMPANY SURVEY

DELTA - $95^{\circ}22'31"$ (RT)
RADIUS - 185.00'
ARC LENGTH - 307.95'
CHORD BEARING - $N40^{\circ}27'16"W$
CHORD DISTANCE - 273.61'

SURPLUS
TRACT NO. 3
188,311 SQ.FT.
(4.323 AC.)



STATE OF TEXAS
VOL. 789, PG. 875
D.R.L.C.T.
CALLED 34.415 AC.

PROPOSED
RIGHT OF WAY LINE

CONCRETE

S.H. LOOP 289
(VARIABLE WIDTH
R.O.W.)

STATE OF TEXAS
VOL. 789, PG. 675
D.R.L.C.T.
CALLED 34.415 AC.

ASPHALT DRIVEWAY

$N88^{\circ}08'31"W$
271.46'

S.H. 114
19TH STREET
(AKA 19TH STREET)
(130' WIDE R.O.W.)

STATE OF TEXAS
VOL. 491, PG. 441
D.R.L.C.T.
(15' STRIP)
CALLED 0.908 AC.

STATE OF TEXAS
VOL. 181, PG. 227
D.R.L.C.T.
(20' STRIP)
CALLED 1.668 AC.

ROADWAY

SIDEWALK

SIDEWALK



SCALE IN FEET



SCALE: 1"=60'

LEGEND

PROPOSED ROW LINE	
EXISTING ROW LINE	
PROPERTY LINE	
COUNTY LINE	
DENIAL OF ACCESS LINE	
SURVEY LINE	
FENCE LINE	
CITY LIMITS	
EASEMENTS	
RAILROAD	
STRUCTURES	

○ 1/2" SRS W/YELLOW CAP STAMPED AZB
(UNLESS OTHERWISE NOTED)

- SRS - STEEL ROD SET
- SPF - STEEL PIPE FOUND
- SURF - STEEL ROD FOUND
- P.O.C. - POINT OF COMMENCING
- P.O.B. - POINT OF BEGINNING

A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 3
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
188,311 SQ.FT. [4.323 AC.]
TRACT OF LAND IN THE
EL&RR SURVEY
ABSTRACT NUMBER 128
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014

S:\1\2\0\1\17\002 LOOP 289 & 19TH LUBBOCK\Dan\done\NE PARCEL PAGE 4.dgn

SEE SHEET 6 OF 10

STATE OF TEXAS
VOL. 789, PG. 675
D.R.L.C.T.
CALLED 34.415 AC.

SURPLUS TRACT NO. 3
188,311 SQ.FT.
(4.323 AC.)

DELTA - 12° 49' 12" (RT)
RADIUS - 1,250.00'
ARC LENGTH - 279.69'
CHORD BEARING - N13° 38' 36" E
CHORD DISTANCE - 279.11'

S.H. LOOP 289
(VARIABLE WIDTH R.O.W.)

PROPOSED
RIGHT OF
WAY LINE

N82° 46' 00" W - 45.00'

N07° 14' 00" E - 45.00'

S82° 46' 00" E - 45.00'

CONCRETE

A-128
SECTION 9
EL & RR RAILROAD
COMPANY SURVEY

STATE OF TEXAS
VOL. 789, PG. 675
D.R.L.C.T.
CALLED 34.415 AC.

DELTA - 95° 22' 31" (RT)
RADIUS - 185.00'
ARC LENGTH - 307.95'
CHORD BEARING - N 40° 27' 16" W
CHORD DISTANCE - 273.61'

SEE SHEET 9 OF 10

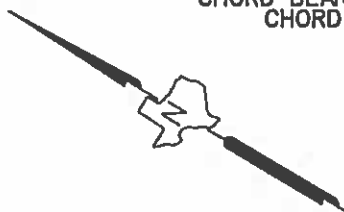
NOTES:

1. BASIS OF BEARINGS IS THE TEXAS COORDINATE SYSTEM OF 1983, TEXAS NORTH CENTRAL ZONE (4202), NORTH AMERICAN DATUM 1983 (N.A.D. 83) AS DETERMINED BY GPS OBSERVATIONS USING THE TxDOT GPS/VRS NETWORK, ADJUSTED TO SURFACE, WITH A GRID TO SURFACE ADJUSTMENT FACTOR OF 1.00011 (LUBBOCK COUNTY).

2. ALL COORDINATES SHOWN ARE SURFACE.

3. CONTROL MONUMENTS USED FOR BOUNDARY SOLUTIONS ARE NOTED AS (CM) FOR CONTROLLING MONUMENT.

4. A FIELD NOTE DESCRIPTION OF EVEN SURVEY DATE HEREWITH ACCOMPANIES THIS PLAT.



SCALE IN FEET



SCALE: 1"=60'

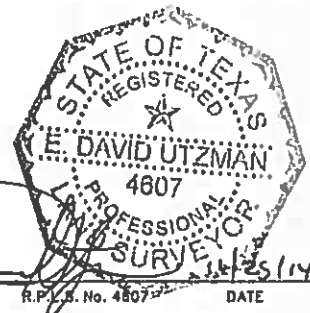
LEGEND

PROPOSED ROW LINE	
EXISTING ROW LINE	
PROPERTY LINE	
COUNTY LINE	
DENIAL OF ACCESS LINE	
SURVEY LINE	
FENCE LINE	
CITY LIMITS	
EASEMENTS	
RAILROAD	
STRUCTURES	

© 1/2" SRS W/YELLOW CAP STAMPED AZB
(UNLESS OTHERWISE NOTED)

SRS - STEEL ROD SET
SPF - STEEL PIPE FOUND
SRF - STEEL ROD FOUND
P.O.C. - POINT OF COMMENCING
P.O.B. - POINT OF BEGINNING

A PLAT OF A SURVEY OF
SURPLUS TRACT NO. 3
FOR LOOP 289 & 19TH STREET
R.O.W. CSJ: 0783-02-087
188,311 SQ.FT. [4.323 AC.]
TRACT OF LAND IN THE
EL&RR SURVEY
ABSTRACT NUMBER 128
CITY OF LUBBOCK
LUBBOCK COUNTY, TEXAS
NOVEMBER 10, 2014



E. DAVID UTZMAN R.P.S. No. 4807 DATE 11/25/14

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EXHIBIT "A"

Page 1 of 10

County: Lubbock

November 10, 2014

Highway: STATE HIGHWAY LOOP 289 & STATE HIGHWAY 114 (19TH STREET)

R.O.W. CSJ: 0783-02-087

Description for Surplus Tract No. 3

BEING 188,311 square feet tract of land, more or less, in the EL&RR Railroad Survey, Abstract Number 128, in Section 9, Block JS, of said Survey, City of Lubbock, Lubbock County, Texas, and being part of that certain called 34.415 acre tract of land described by deed to The State of Texas, as recorded in Volume 789, Page 675, Deed Records of Lubbock County, Texas, said 188,311 square feet of land being more particularly described by the metes and bounds as follows:

COMMENCING at a 1/2 inch steel rod (controlling monument) found in the curved westerly line of Tract B1, as depicted on an addition entitled "Tract 'B-1' Thru 'B-3', A Replat Of Tract 'B', A Replat Of Tract 'A', K Mart Plaza, An Addition To The City of Lubbock, Lubbock County, Texas" as recorded in Volume 1848, Page 748, of said Deed Records, being the southern end of a curve with a radius of 15.00 feet connecting the southern right of way line of 16th Street (60' right of way) and the easterly right of way line of State Highway Loop 289 (a variable width right of way), the easterly line of said 34.415 acre tract of land, said commencing point being the beginning of a curve to the left, the radius point of said curve bears South 68 degrees 40 minutes 30 seconds East, a distance of 5,579.65 feet;

THENCE Southwardly, along the existing easterly right of way line of State Highway Loop 289, the easterly line of said 34.415 acre tract of land, the west line of said Tract B-1, and along said curve to the left with a central angle of 01 degrees 16 minutes 18 seconds, a radius 5,579.65 feet, an arc length of 123.84 feet, the chord of said curve bears South 20 degrees 41 minutes 21 seconds West, a distance of 123.84 feet to a 1 inch steel rod (controlling monument) found for the **POINT OF BEGINNING** (surface coordinate North 7,275,833.65, East 920,292.95), the beginning of a tangent compound curve to the left, the radius point of said curve bears South 69 degrees 56 minutes 48 seconds East, a distance of 207.00 feet, being in the existing easterly right of way line of State Highway Loop 289,

1) **THENCE** Southwardly, continuing along said easterly right of way line of State Highway Loop 289, the common easterly line of said 34.415 acre tract of land, the west line of said Tract B-1, and along said tangent compound curve to the left with a central angle of 50 degrees 21 minutes 56 seconds, a radius of 207.00 feet, passing at an arc distance of 111.57 feet the common southwest corner of said Tract B-1 and the northwest corner of Tract B-3-A, as depicted on an addition entitled "Tracts 'B-3-A' Thru 'B-3-E', A Replat Of Tract 'B-3', A Replat Of Tract 'B', A Replat Of Tract 'A', K Mart Plaza, An Addition to The City Of Lubbock, Lubbock County, Texas" as recorded in Volume 1920, Page 376 of said Deed Records, continuing along said existing easterly right of way line of State Highway Loop 289, the common easterly line of said 34.415 acre tract of land and the west line of said Tract B-3-

EXHIBIT "A"

Page 2 of 10

County: Lubbock

November 10, 2014

Highway: STATE HIGHWAY LOOP 289 & STATE HIGHWAY 114 (19TH STREET)

R.O.W. CSJ: 0783-02-087

Description for Surplus Tract No. 3

A, in all a total arc length of 181.96 feet, the chord of said curve bears South 05 degrees 07 minutes 46 seconds East, a distance of 176.16 feet to a 1/2 inch steel rod (controlling monument) found;

2) THENCE South 30 degrees 18 minutes 44 seconds East, along said existing easterly right of way line of State Highway Loop 289, the common easterly line of said 34.415 acre tract of land, and the westerly lines of Tracts B-3-A, B-3-C, B-3-D, B-3-E, as depicted said addition entitled "Tracts 'B-3-A' Thru 'B-3-E', A Replat Of Tract 'B-3', A Replat Of Tract 'B', A Replat Of Tract 'A', K Mart Plaza, An Addition to The City Of Lubbock, Lubbock County, Texas" the following passing calls;

- a. at a distance of 45.92 feet a "PK" in asphalt (controlling monument) found for the common southwest corner of said Tract B-3-A and the northwest corner of said Tract B-3-C,
- b. at a distance of 179.88 feet a 1/2" steel rod with yellow plastic cap marked "Hugo Reed & Associates" (controlling monument) found for the common southwest corner of said Tract B-3-C and the northwest corner of said Tract B-3-D,
- c. at a distance of 250.69 feet a 1/2 inch steel rod with yellow plastic cap marked "Hugo Reed & Associates" (controlling monument) found for the common southwest corner of said Tract B-3-D and the northwest corner of said Tract B-3-E,

in all a total distance of 490.25 feet to a 1 inch steel rod found for the beginning of a tangent curve to the left;

3) THENCE Southeastwardly, along said existing easterly right of way line of said State Highway Loop 289, the common easterly line of a said 34.415 acre tract of land and the west line of said Tract B-3-E and along said tangent curve to the left with a central angle 57 degrees 49 minutes 47 seconds, a radius of 477.00 feet, passing at an arc distance of 21.33 feet to an "X" in concrete (controlling monument) found for the south corner of said Tract B-3-E and the most westerly southwest corner of Tract A-1-A, as depicted on an addition entitled "Tracts A-1-A and A-1-B, K-Mart Plaza, An Addition To The City Of Lubbock, Lubbock County, Texas, A Replat Of Tract A-1, K-Mart Plaza, An Addition To The City Of Lubbock, Lubbock County, Texas" as recorded in Volume 9906, Page 278, of said Deed Records, continuing along said existing easterly right of way line of State Highway Loop 289, the easterly line of a said 34.415 acre tract of land and the southwest line of said Tract A-1-A, in all a total an arc length of 481.45 feet, the chord of said curve bears South 59 degrees 13 minutes 38 seconds East, a distance of 461.27 feet to a 1/2 inch steel rod with a yellow plastic cap marked "AZB" set at the southeast corner of said 34.415 acre tract of land

EXHIBIT "A"

Page 3 of 10

County: Lubbock

November 10, 2014

Highway: STATE HIGHWAY LOOP 289 & STATE HIGHWAY 114 (19TH STREET)

R.O.W. CSJ: 0783-02-087

Description for Surplus Tract No. 3

and most southerly southwest corner of said Tract A-1-A lying in the north line of a called 0.908 acre tract of land described to The State of Texas, as recorded in Volume 491, Page 441, of said Deed Records, being in the existing north right of way line of State Highway 114 (130' right of way);

- 4) THENCE North 88 degrees 08 minutes 31 seconds West, along said north right of way line of State Highway 114 and the south right of way line of State Highway Loop 289, (the common southerly line of said 34.415 acre tract of land and the north line of said 0.908 acre tract of land), a distance of 265.34 feet to a 1/2 inch steel rod with a yellow plastic cap marked "AZB" set;

THENCE, departing said north right of way line of State Highway 114 and said south right of way line of State Highway Loop 289, being the southerly line of said 34.415 acre tract of land and over and across said 34.415 acre tract of land, along the proposed northerly and easterly right of way line of State Highway Loop 289 the following eight (8) courses and distances;

- 5) North 81 degrees 20 minutes 14 seconds West, a distance of 113.52 feet to a 1/2 inch steel rod with a yellow plastic cap marked "AZB" set;
- 6) North 88 degrees 08 minutes 31 seconds West, a distance of 211.46 feet to a 1/2 inch steel rod with a yellow plastic cap marked "AZB" set for the beginning of a tangent curve to the right;
- 7) Northwestwardly along said tangent curve to the right with a central angle 95 degrees 22 minutes 31 seconds, a radius of 185.00 feet, an arc length of 307.95 feet the, chord of said curve bears North 40 degrees 27 minutes 16 seconds West, a distance of 273.61 feet to a 1/2 inch steel rod with a yellow plastic cap marked "AZB" set;
- 8) South 82 degrees 46 minutes 00 seconds East, a distance of 45.00 feet to a point;
- 9) North 07 degrees 14 minutes 00 seconds East, a distance of 45.00 feet to a point;
- 10) North 82 degrees 46 minutes 00 seconds West, a distance of 45.00 feet to a 1/2 inch steel rod with a yellow plastic cap marked "AZB" set;
- 11) North 07 degrees 14 minutes 00 seconds East, a distance of 280.29 feet to a 1/2 inch steel rod with a yellow plastic cap marked "AZB" set for the beginning of a tangent curve to the right;

EXHIBIT "A"

November 10, 2014

County: Lubbock

Highway: STATE HIGHWAY LOOP 289 & STATE HIGHWAY 114 (19TH STREET)

R.O.W. CSJ: 0783-02-087


Description for Surplus Tract No. 3

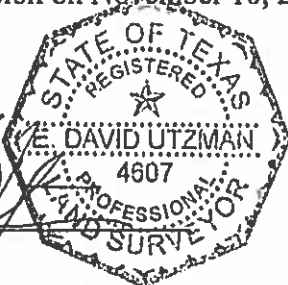
12) Northerly along said tangent curve to the right with a central angle 12 degrees 49 minutes 12 seconds, a radius of 1,250.00 feet, an arc length of 279.69 feet, the chord of said curve bears North 13 degrees 38 minutes 36 seconds East, a distance of 279.11 feet to the POINT OF BEGINNING and containing 188,311 square feet [4.323 Acres] of land, more or less.

Basis of Bearings is the Texas Coordinate System of 1983, Texas North Central Zone (4202) North American Datum 1983 (N.A.D. 83) as determined by GPS observations using the TxDOT VRS network. All coordinates listed are adjusted to surface, with a grid to surface adjustment factor of 1.00011 (Lubbock County).

A survey plat of even survey date herewith accompanies this field note description.

I, E. David Utzman, a Registered Professional Land Surveyor in the State of Texas, hereby certify that this land description and attached plat accurately depict an actual survey made on the ground under my supervision on November 10, 2014.


 E. David Utzman
 Registered Profession
 Texas No. 4607



11/26/14
 Date



Regular City Council Meeting

5. 19.

Meeting Date: 04/09/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00027 for Zone Case 3250, a request of Brandon Sanderson for a zoning change from Transitional (T) to Interstate Highway Industrial (IHI) on 5.14 acres of unplatted land out of Block AK, Section 30, 6601 Upland Avenue, Lubbock, Texas.

Item Summary

On March 26, 2015, the City Council approved the first reading of the ordinance.

General comments:

The request is to zone a parcel along Marsh Sharp Freeway to IHI. This property sits behind the railroad line that fronts along what will be the next extension of Marsha Sharp Freeway construction. This property has been used for many years as a loading and unloading area for Badley Lumber Company. More recently, a rail spur has been built on the property for the growing business. In order to continue expanding the business, the owner is requesting IHI.

Adjacent land uses:

To the north and east are existing businesses, many industrial or heavy commercial. These businesses are a combination of zoning, including: IHI, T, and grandfathered uses. Property to the west is zoned IHI and IHC, is partially vacant, but includes the Sears Outlet and service building. Property to the south across Marsh Sharp Freeway is zoned IHC, with a variety of commercial uses.

Comprehensive Land Use Plan:

The interstate highway districts have been set as policy along Marsha Sharp Freeway.

Zoning Policy:

In many instances commercial, or IHC, is preferred along the frontage of an expressway such as Marsha Sharp Freeway. However, in this case due to the railroad spur, the industrial zoning must front along the freeway. By utilizing the IHI district, the request is consistent with zoning policies.

Effect on the adjacent street and thoroughfare system:

The property does have frontage along Upland Avenue. With no access to Marsha Sharp Freeway, the primary access will be along Upland Avenue. With the continuation of the existing use on this property and adjacent properties, there should be no additional impact on the thoroughfare system.

Recommendations:

On March 5, 2015, the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote.

Fiscal Impact

None.

Staff/Board Recommending

Attachments

Ordinance - Zone Case 3250

Zone Case 3250

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. 3250**; A ZONING CHANGE FROM T TO IHI ZONING DISTRICT ON **5.14 ACRES OF UNPLATTED LAND OUT OF BLOCK AK, SECTION 30, 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. 3250

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from T to IHI zoning district on **5.14 acres of unplatted land out of Block AK, Section 30, City of Lubbock, Lubbock County, Texas, located at 6601 Upland Avenue.**

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:



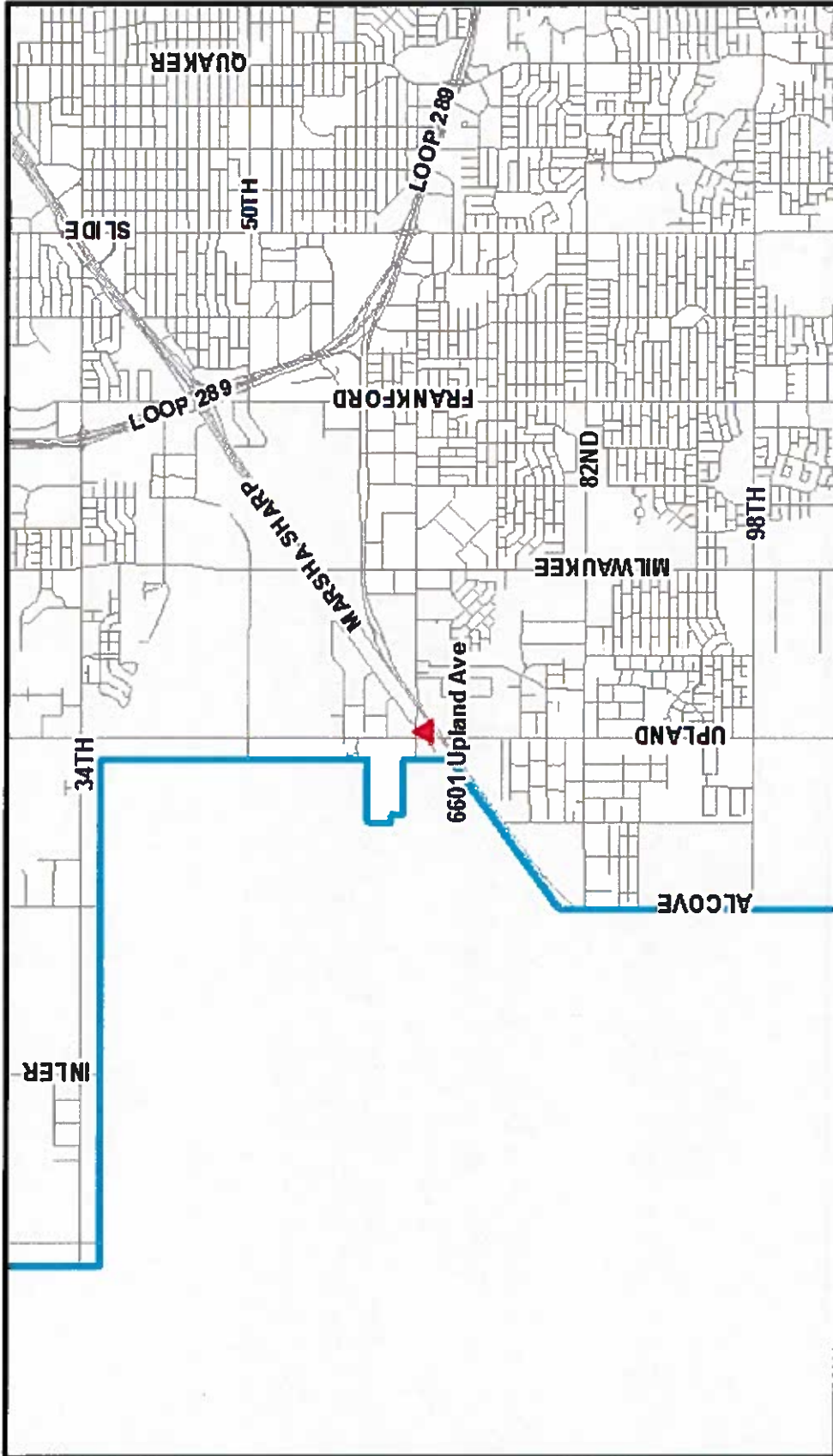
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

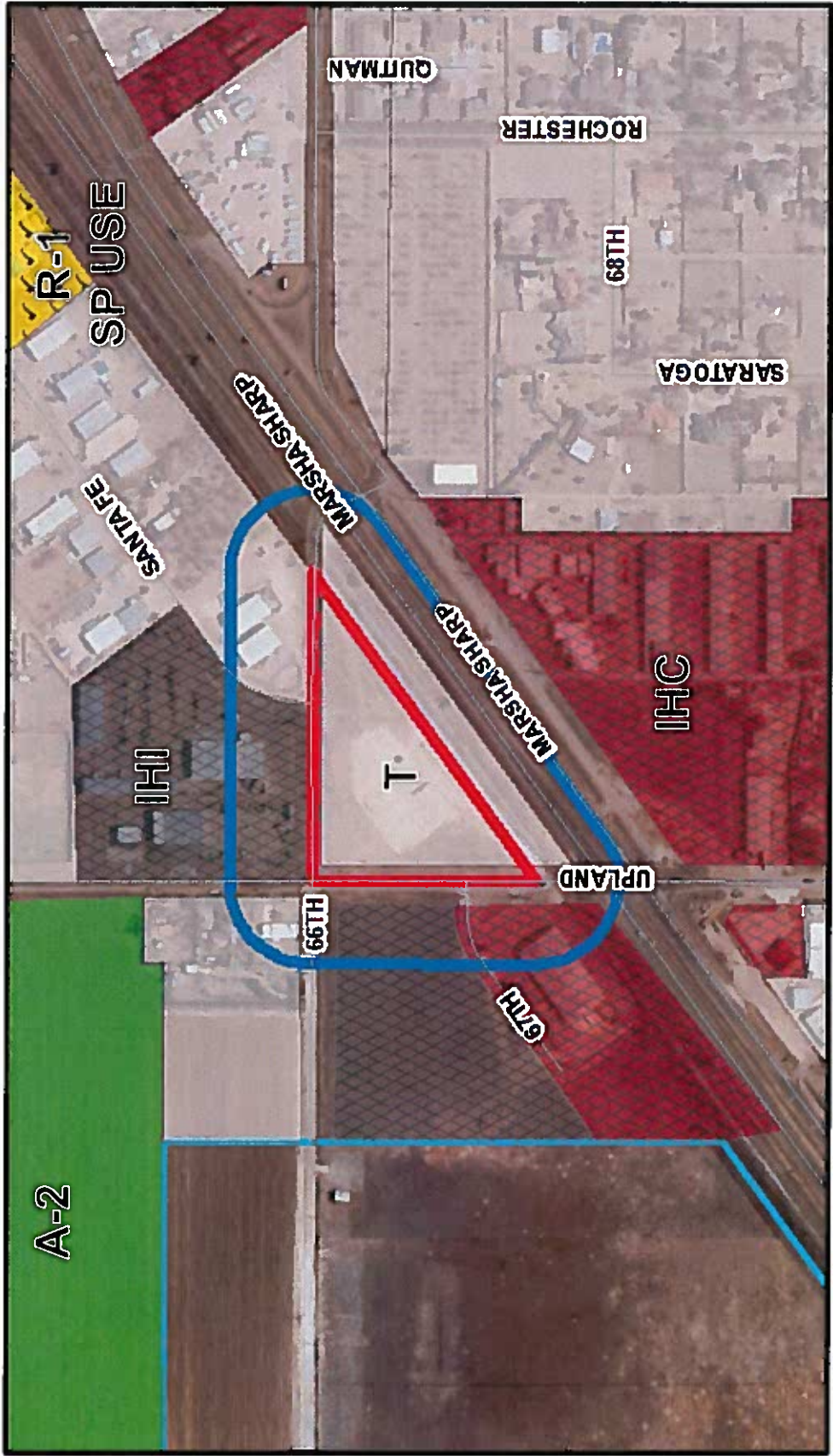


Chad Weaver, City Attorney

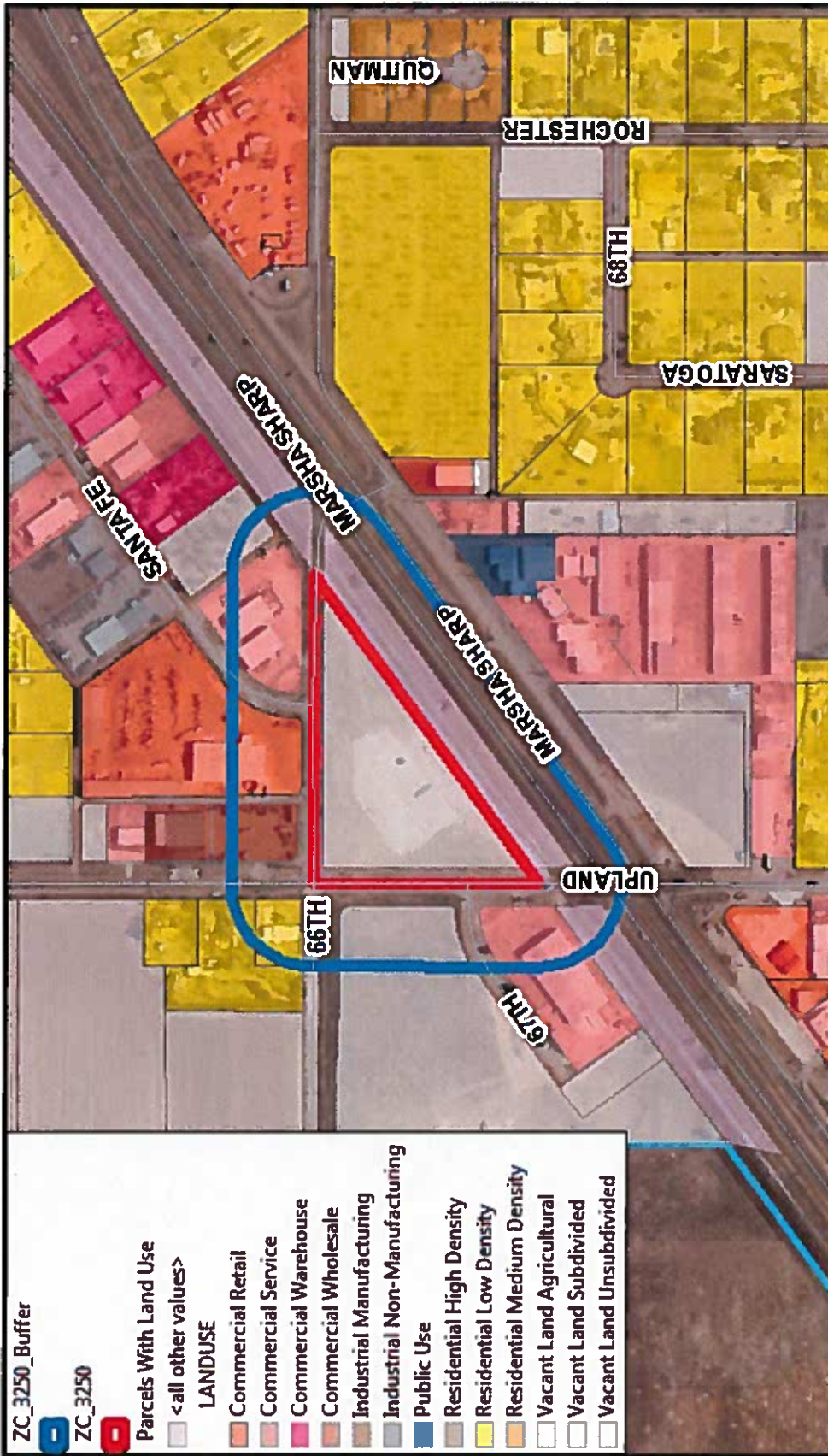
vw/cityatl/Chad/ZoneCase/ZC3250
March 5, 2015



P.Z.C. Case 3250



P.Z.C. Case 3250 Zoning



P.Z.C. Case 3250

Request of Brandon Sanderson for a zoning change from T to IHI, 6601 Upland Avenue



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) Brandon Sanderson
7205-63rd Street
Lubbock TX 79407
(806) 535-5445

For
Street/Post Office Box
City State Zip
Telephone

Location or Address: 6601 Upland Ave.
Legal Description: BLK AK SEC 30 AB 1421 TRA ACS: 4.2542
Existing Land Use: Distribution Existing Zoning: T
Acreage or Square Footage of Property: 4.2542 Or Survey States 3.915 Ac
Zoning Requested: IHI

Proposed Development: Continued Use of Bldg Product Wholesale Distribution 1971 Non Conforming
See Attached Survey & Letters

If property is not subdivided, will preliminary plat be submitted?
Applicant's Signature: Brandon Sanderson
Date: 2-9-2015

Filing Fee: 484.00
(\$475.00 for the first acre; \$3.00 for each additional acre;
\$165 for Non-Profit)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only PIN: 78187 map 44

Zone Case No.: 3250 Agenda No.:
Request for zoning change from: 5.14 T To: IHI

4.2542 acres of unplatted land out of Block AK, Section 30
on Lot(s):
Subdivision: Address: 6601 Upland Ave

Handwritten initials

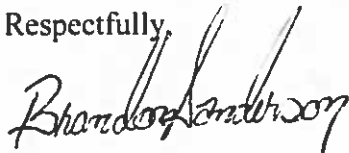
Drew Paxton or To Whom It May Concern:

Our Property at 6601 Upland, BLK AK SEC 30 AB 1421 TR A ACS: 4.2542, is used in a building materials distribution capacity with outside storage and rail access. Our family developed the adjacent development known as Pine Grove estates. Within that addition there is a segmented area that is zoned Commercial IDI. That property's address is 7202 66th Street or Tract A Pine Grove Estates Vol. 7696, p. 132 as described on provided survey. We previously owned the property at 7202 66th Street and would store our inventory on that property as well as at 6601 Upland Ave. which is directly across the street. The property at 7202 66th is currently owned by Acme Brick and is a similar use property in that they specialize in brick and tile building materials distribution. We specialize in a broader spectrum of building materials.

Drew asked that I make this submission and ask for a waiver on the platting requirement. This is to allow for other considerations to be made concerning platting due to the changes that are coming in the near future pertaining to 66th Street. I currently own property that is in the roadway of 66th Street that may be abandoned by the city, with rights of usage given back to myself.

Our family has developed multiple developments in and around Lubbock along with partners. Our namesakes are Sanderson & Badley, and our partners have included Leroy Elmore, Jack Kastman, and many others. I state this to show that we have been long standing pillars in this community, and our wish is to continue to serve our community in the same capacities that we have for the past four generations.

Respectfully,

A handwritten signature in black ink that reads "Brandon Sanderson". The signature is written in a cursive style with a large, sweeping initial "B".

Brandon Sanderson

Pre-Preliminary Plat (Version 2) - for inspection purposes only and in no way official or approved for recording purposes

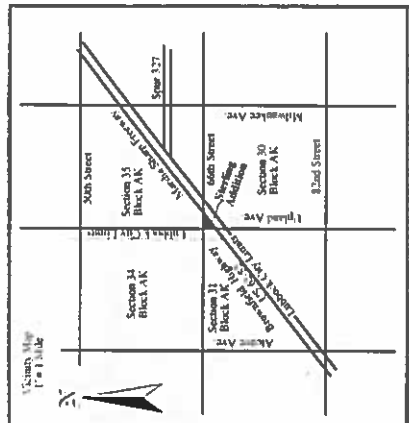
Sterling Addition

5.14 Acres (Called 4.254 Ac)
out of the NW Corner of
Section 30, Block AK, Lubbock County, Texas

Subject to the Subdivision Regulations of the City of Lubbock

Owner: Brandon Sanderson
Deed: Vol. 8542, p. 37 (Tax ID R42956)
 1408 A Buddy Holly Ave, Lbb 79401
Mail: 7205 63rd St, Lubbock TX 79407
Tel: (806) 535-5445 Fax: (806) 785-9959
 brandon@sterlingforrestproducts.com

Attorney: Scott Sharp
 (Timberlake, Weaver & Sharp)
 1408 A Buddy Holly Ave, Lbb 79401
Tel: (806) 762-0281 Fax: 806 744-5021
 (Service Title Company
 Downtown Branch)



Description

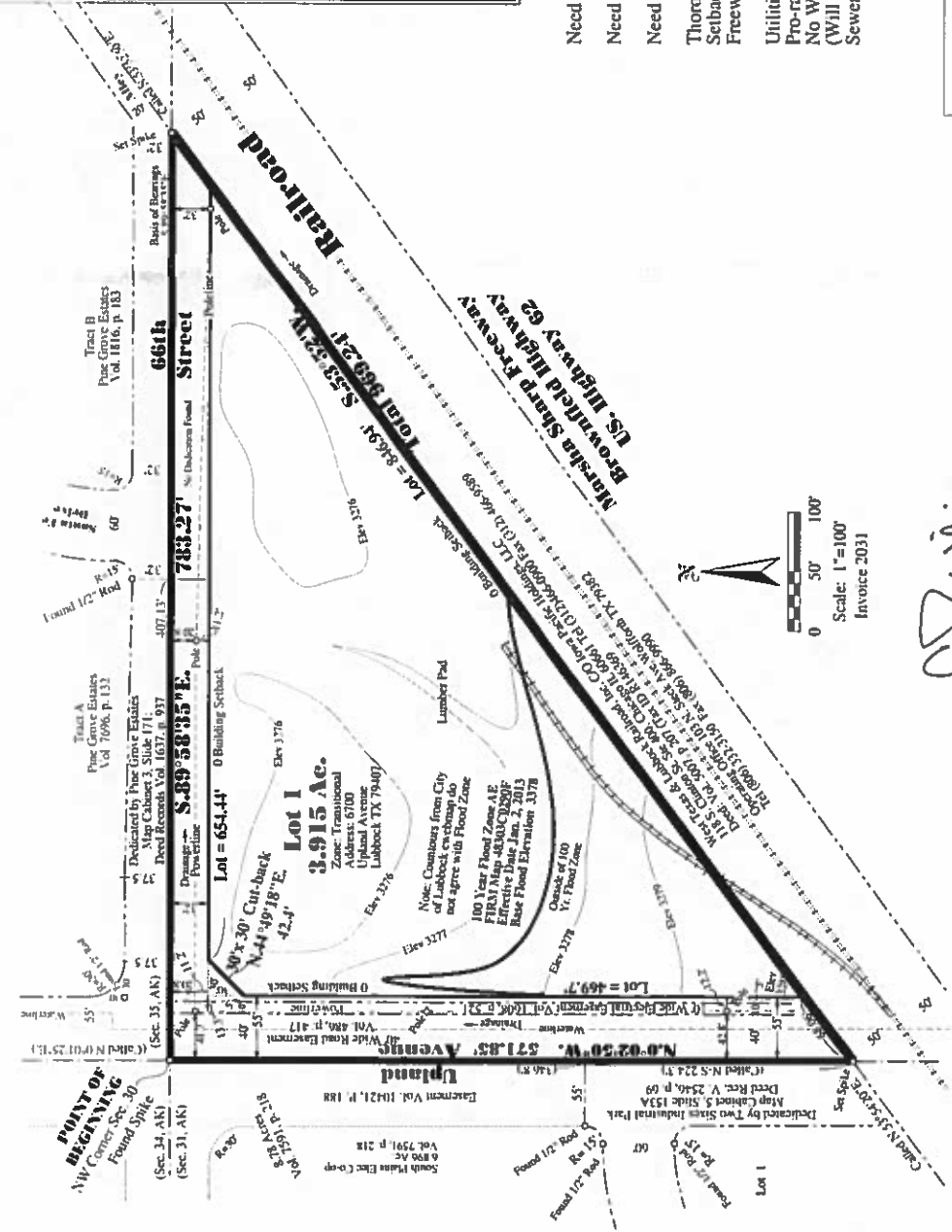
A 5.14 acre triangle out of the NW corner of Section 30, Block AK, Lubbock County, Texas:

BEGINNING at a spike found at the intersection of Upland Avenue and 66th Street for the NW Corner of Section 30, Block AK, Lubbock County, Texas;

Thence S. 89°58'35"E. 783.27 feet along the north line of Section 30 to a spike set at the intersection of railroad right of way;

Thence S. 53°52'W. 969.24 feet along said railroad right of way, parallel and 50 feet northwesterly of the centerline of track to a spike set in the west line of said Section 30;

Thence N. 0°02'59"W. 571.85 feet along the West line at said Section 30 to the POINT OF BEGINNING and containing 5.14 acres, including Upland Avenue and 66th Street.



- Need Existing Horz SPC Coordinates
- Need Vert Bench Mark Elev Control
- Need FEMA Elevation Certificate / LOMA
- Thoroughfare Plan (T-1 Street RAW & Setbacks) What are Future Plans for Sharp Freeway?
- Utilities, Sidewalks, Street lights, etc.
- Pro-rata Charges
- No Water Connection Needed (Will Drill new Well).
- Sewer Not available in this Area

No drainage map or plan will be required.
(Drainage Manual Sec. 2.2).

City Engineer _____ Date _____

Carl Joe Williams
 Carl Joe Williams, Registered
 Professional Land Surveyor of Texas #2120
 P.O. Box 1418 Plainview, Texas
 (806) 296-5217 (Fax/Voice)
 © October 7, 2002
 (Boundary Survey)
 © September 27, 2013
 (Pre-Preliminary Plat Ver. 2)

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

3

If for any reason you will be unable to attend the public hearing advertised by this notice, and wish to present your comments regarding the case, please complete this form and return it to the Secretary of the Planning and Zoning Commission, c/o Planning Department, P.O. Box 2000, Lubbock, TX, 79457, or fax to (806) 775-2100.

If you have any questions pertaining to the case, please call the City of Lubbock Planning Department at 775-2120.

Please check one of the following to indicate if you are in favor of, or oppose, the zone change requested by: P&Z Case No.: 3250

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED
MAR 02 REC'D
PLANNING DEPARTMENT

Print Name

Tommy R & Elizabeth Sinclair

Signature:

Tommy R. Sinclair Elizabeth Sinclair

Address:

1411 Lancelot - Residence

Address of Property Owned:

6501 Upland Lubbock, Tx 79407
Business:

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

3

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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.: 3250

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

MAR 02 REC'D

PLANNING DEPARTMENT

Print Name Crisp Family Trust Don Miller Trustee
Signature: [Signature]
Address: 220 Texas Dr Hideaway, TX 75701
Address of Property Owned: 6202 Upland Ave

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

3

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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.: 3250

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

MAR 03 REC'D

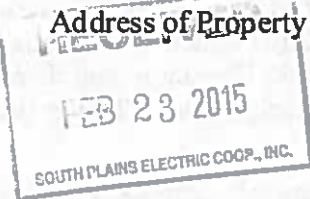
PLANNING DEPARTMENT

Print Name Dale Ancell, Executive VP & General Manager

Signature: _____

Address: P. O. Box 1830, Lubbock, TX 79408-1830

Address of Property Owned: _____





Regular City Council Meeting

5. 20.

Meeting Date: 04/09/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00028 for Zone Case 3251, a request of AMD Engineering, LLC, for Henry Patel, for a zoning change from R-1 and Interstate Highway Commercial (IHC) to IHC for a hotel on Tract 2-A-1-A, Niraj Investments LLC Addition, 6506 Interstate 27, Lubbock, Texas.

Item Summary

On March 26, 2015, the City Council approved the first reading of the ordinance.

General comments:

Adjacent land uses:

N: (IHC) - Vacant

S: (IHC) – Holiday Inn Express and Motel 8

E: (I-27 frontage road)

W: (R-1) Residential and Ave J

Comprehensive Land Use Plan (CLUP):

The request is consistent with the CLUP.

Zoning Policy:

Since the introduction of the IH districts, IHC, has often been used along zone cases with loop frontage. Major points of entry into a City should be developed carefully and should present the most aesthetically pleasing designs along with permitting uses which will not be detrimental to the City.

IHC provides 75% masonry

Architecturally decorative roofs

Loading Docks must not face interstate or highway

No truck/trailer parking in front of the building

Hidden utilities

No outdoor storage

10% landscaping along corridor

Purpose of IHC: The purpose of this district is to provide for quality commercial office, retail and wholesale uses which serve a City-wide or regional area. Such uses require careful consideration when adjacent to residential areas.

Effect on the adjacent street and thoroughfare system:

None, the zone change is located along a major expressway with sufficient access.

Recommendations:

On March 5, 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

Ordinance - Zone Case 3251

Zone Case 3251

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. 3251**; A ZONING CHANGE FROM R-1 AND IHC TO IHC ZONING DISTRICT ON **TRACT 2-A-1-A NIRAJ INVESTMENTS LLC 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. 3251

SECTION 1. THAT Ordinance No. 7084 and the Official Zoning Map are amended as follows:

A change of zoning under the provisions of Section 40.01.005 of the Code of Ordinances of the City of Lubbock from **R-1 and IHC** to **IHC** zoning district on **Tract 2-A-1-A, Niraj Investments LLC Addition**, City of Lubbock, Lubbock County, Texas, located at **6506 Interstate 27**.

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:



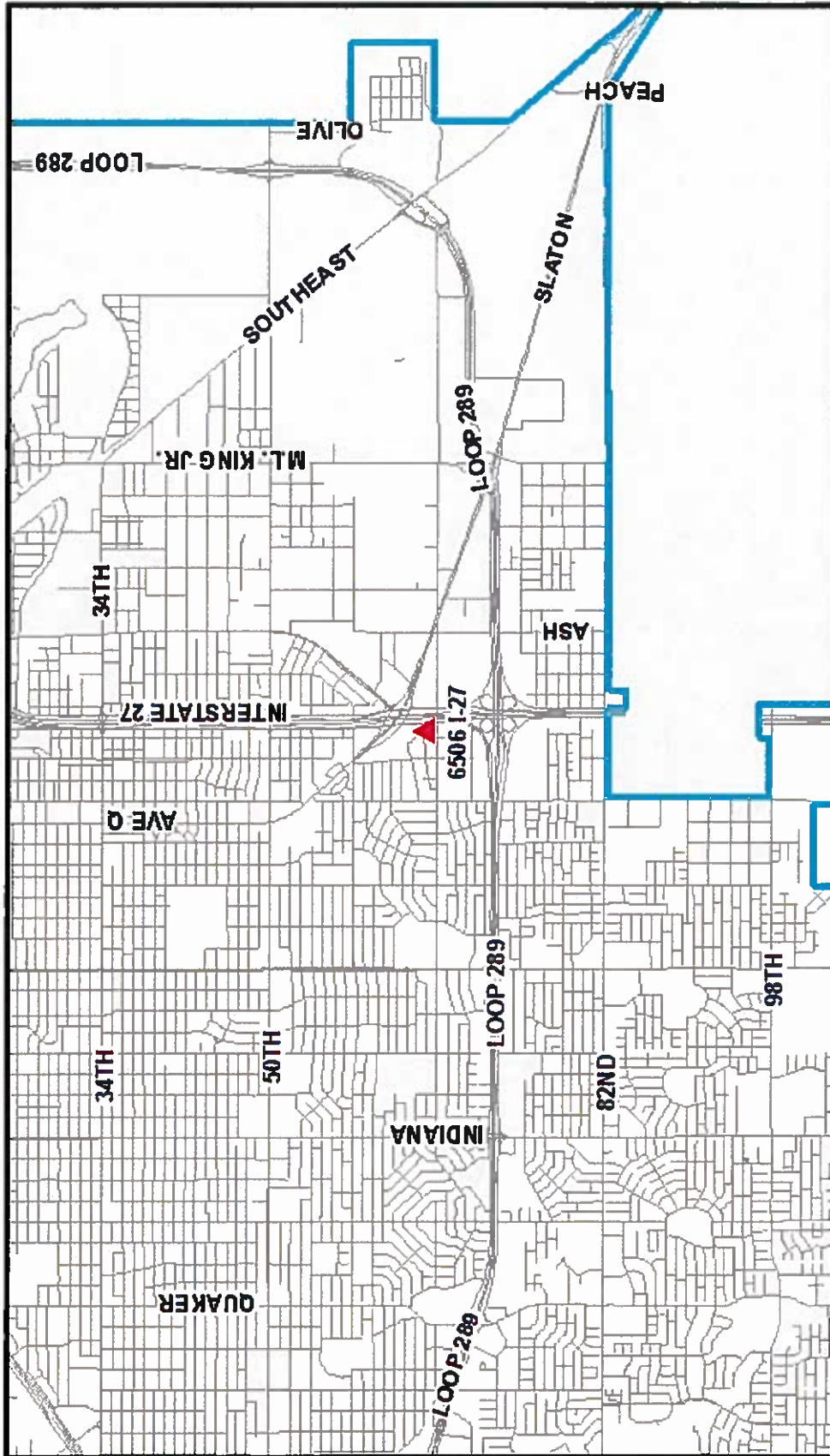
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

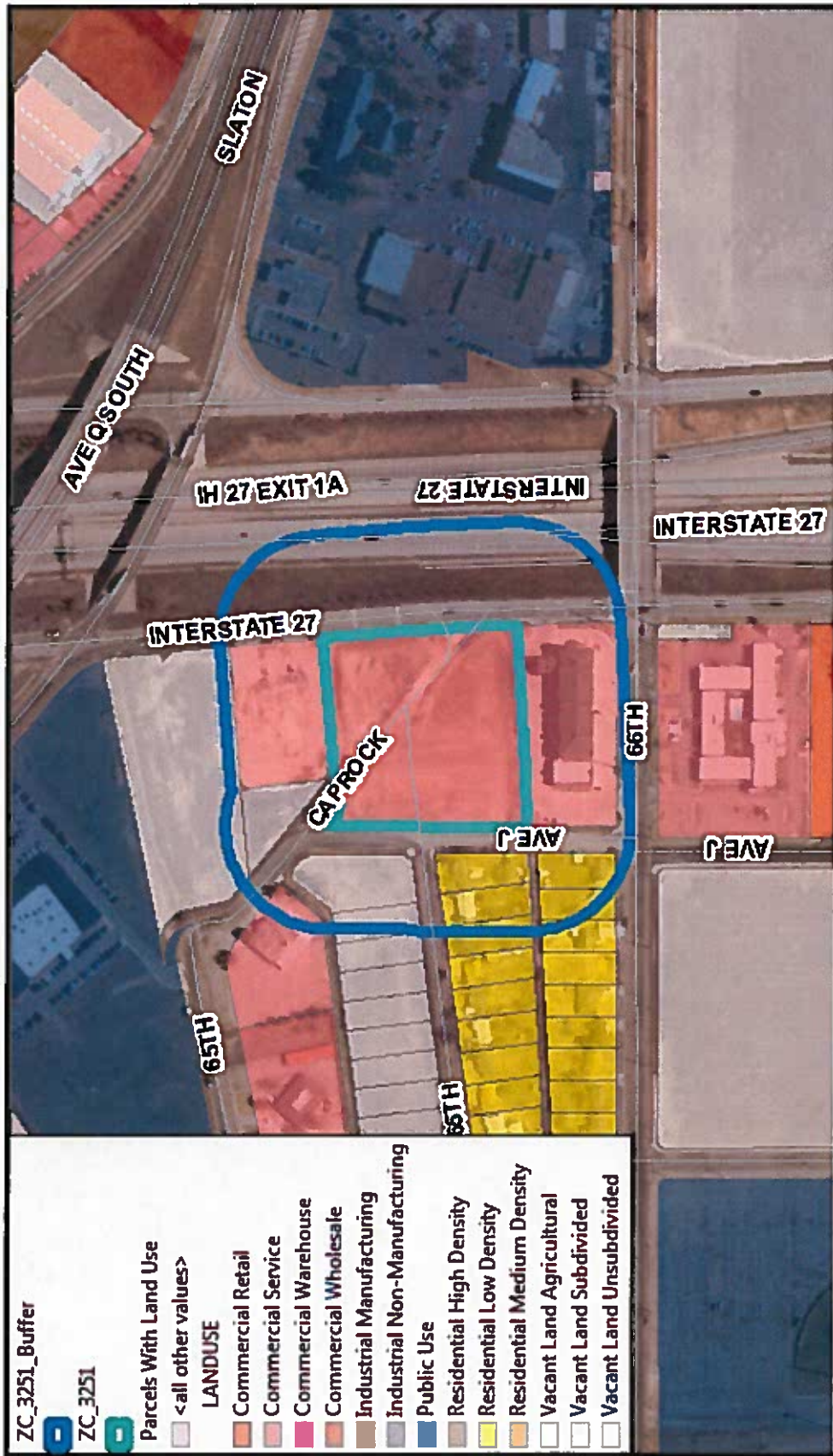


Chad Weaver, City Attorney

vw/cityatt/Chad/ZoneCase/ZC3251
March 5, 2015

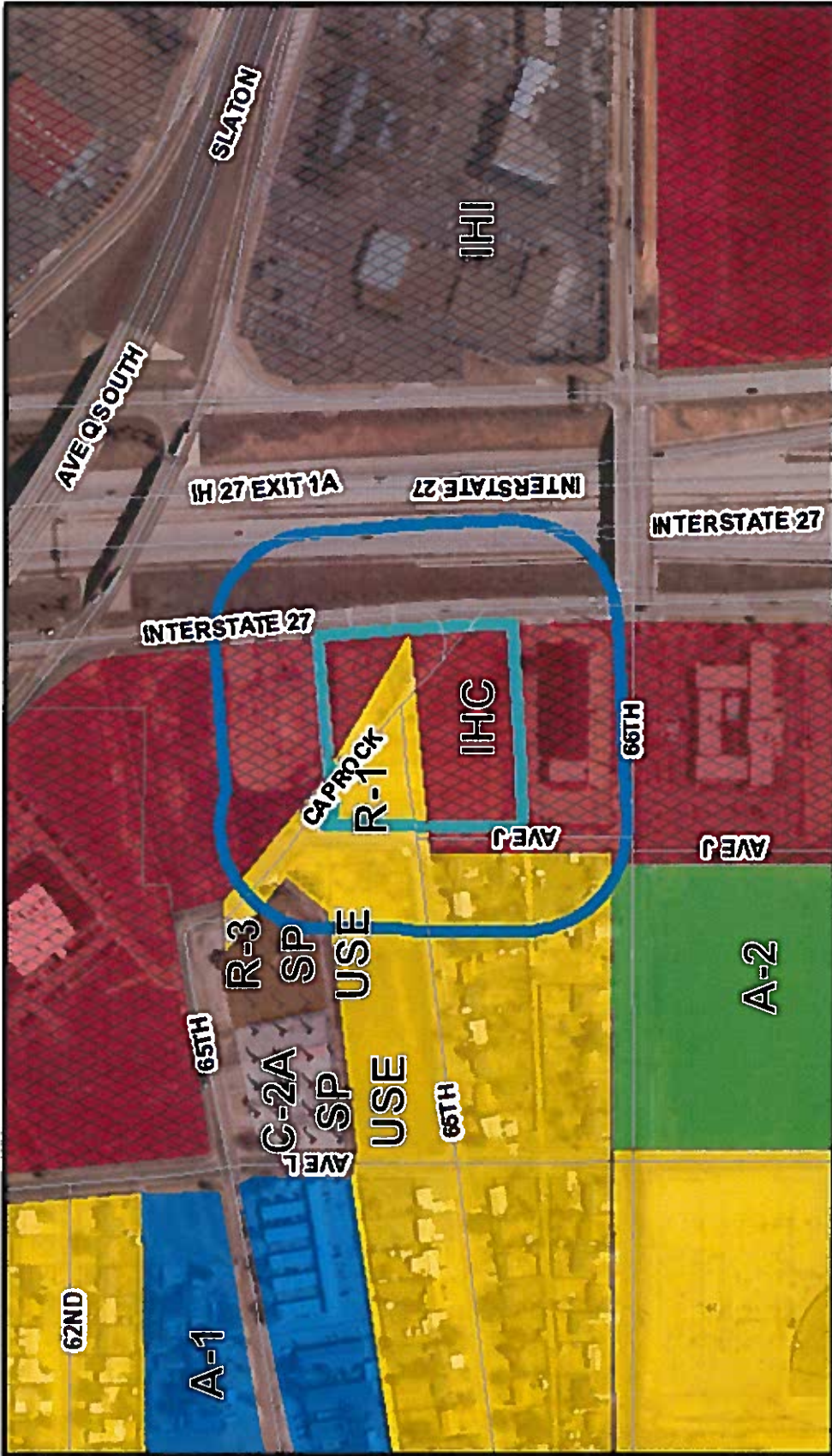


P.Z.C. Case 3251



P.Z.C. Case 3251

Request of AMD Engineering, LLC (for Henry Patel) for a zoning change from R-1 and IHC to IHC for a hotel, 6506 Interstate 27



P.Z.C. Case 3251 Zoning

APPLICATION FOR ZONE CHANGE

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

Applicant AMD Engineering, LLC
(Please Print)
2807 74th Street, Ste. 8
Street/Post Office Box
Lubbock TX 79423
City State Zip
(806) 771-5976
Telephone

For Henry Patel
P.O. Box 3007
Street/Post Office Box
Lubbock TX 79452
City State Zip
(806) 745-6651
Telephone

Location or Address: 6506 I-27, Lubbock, Texas 79412

Legal Description:* Tract 2-A-1-A, Niraj Investments LLC Addition

Existing Land Use: Vacant commercial lot **Existing Zoning:** R1, IHC

Acreeage or Square Footage of Property: 1.28 acres

Zoning Requested: IHC

Proposed Development: Hotel

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


Applicant's Signature

February 10, 2015
Date

Filing Fee: \$478
(\$475.00 for the first acre; \$3.00 for each additional acre)

*There must be a separate legal description for each unplatted tract having different zoning. If the Planning & Zoning Commission or City Council amends a zone case as a condition for approval and if there is no appeal, an amended legal description must be received promptly or the zone case may be delayed.

For City Use Only PIN 38913 map 5

Zone Case No.: 3251

Agenda No.: _____

Request for zoning change from: R-1, IHC

To: IHC

on _____

on Lot(s) tract 2-A-1-A, **Block(s)** _____

Niraj Investments LLC **Addition** (Address: 903 65th Street)

6506 I-27 



Regular City Council Meeting

5. 21.

Meeting Date: 04/09/2015

Information

Agenda Item

Ordinance 2nd Reading – Planning: Consider Ordinance 2015-00029 for Zone Case 1542-U, a request of WCA Design Studio, LLC, for Sharp Academy, for a zoning change from AM to C-2A Specific Use for a private school and all unconditionally permitted AM uses on the west 172 feet of Tract C and Tract D, South Park Addition, 4415 66th Street, Lubbock, Texas.

Item Summary

On March 26 2015, the City Council approved the first reading of the ordinance.

General comments:

The current building houses a number of uses, including a dentist office and a private school. The private school is looking to expand and requires a zone case to come into compliance as a private school is not allowed in the AM district. A public or private school is allowed in the R-1, Single Family District, however, private school does not show up in the code again until the C-2A District. The request for C-2A Specific Use not only brings the school into compliance, but it also includes modifying the setbacks and parking requirements.

Adjacent land uses:

To the north and west are existing apartment complexes. To the east and south are existing commercial properties.

Comprehensive Land Use Plan (CLUP):

The request is a minor change to the CLUP. The area is currently planned for a buffer district, as it is zoned today. The specific use request is only adding one use from the C-2A commercial district.

Zoning Policy:

Mirroring the CLUP, the request is mostly consistent with zoning policies; only adding one commercial use to the property.

Effect on the adjacent street and thoroughfare system:

With the area already fully developed, there should be little to no additional impact on the thoroughfare system.

Recommendations:

On March 5, 2015, the Planning & Zoning (P&Z) Commission recommended the request with a unanimous vote, with the following conditions:

1. Tied to the proposed site plan and elevations.
2. That a parking easement shall be filed for the 32 spaces on Texas Tech University Health Science Center (TTUHSC) property as indicated by the letter in the zone case file from TTUHSC.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager
P&Z Commission

Attachments

Ordinance - Zone Case 1542-U

Zone Case 1542-U

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. 1542-U; A ZONING CHANGE FROM AM TO C-2A SPECIFIC USE FOR A PRIVATE SCHOOL AND ALL UNCONDITIONALLY PERMITTED AM USES, ON THE WEST 172 FEET OF TRACT C AND TRACT D, SOUTH PARK ADDITION, LUBBOCK, TEXAS; SUBJECT TO CONDITIONS; PROVIDING A PENALTY; PROVIDING A SAVINGS CLAUSE AND PROVIDING FOR PUBLICATION.**

WHEREAS, the proposed changes in zoning as hereinafter made have been duly presented to the Planning and Zoning Commission for its recommendation which was received by the City Council and, after due consideration, the City Council found that due to changed conditions, it would be expedient and in the interest of the public health, safety and general welfare to make those proposed changes in zoning; and

WHEREAS, 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. 1542-U

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 AM to C-2A Specific Use for a private school and all unconditionally permitted AM uses on 172 feet of Tract C and Tract D, South Park Addition, City of Lubbock, Lubbock County, Texas, located at 4415 66th Street, subject to conditions, and being further described as follows:

SUBJECT TO THE FOLLOWING CONDITIONS:

1. **THAT the zone change be tied to the proposed site plan and elevations.**
2. **THAT a parking easement shall be filed for the 32 spaces on TTUHSC property as indicated by the letter in the zone case file from TTUHSC.**

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 AM 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 4415 66th Street, City of Lubbock, Lubbock County, Texas.

SECTION 3. THAT violation of any provision of this Ordinance shall be deemed a misdemeanor punishable by fine not to exceed Two Thousand and No/100 Dollars (\$2,000.00) as provided in Section 40.01.006 of the Zoning Ordinance of the City of Lubbock.

SECTION 4. THAT should any paragraph, sentence, clause, phrase or word of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of this Ordinance shall not be affected thereby.

SECTION 5. THAT the City Secretary is hereby authorized to cause publication of the descriptive caption of this Ordinance as an alternative method provided by law.

AND IT IS SO ORDERED.

Passed by the City Council on first reading on _____.

Passed by the City Council on second reading on _____.

GLEN C. ROBERTSON, MAYOR

ATTEST:


Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



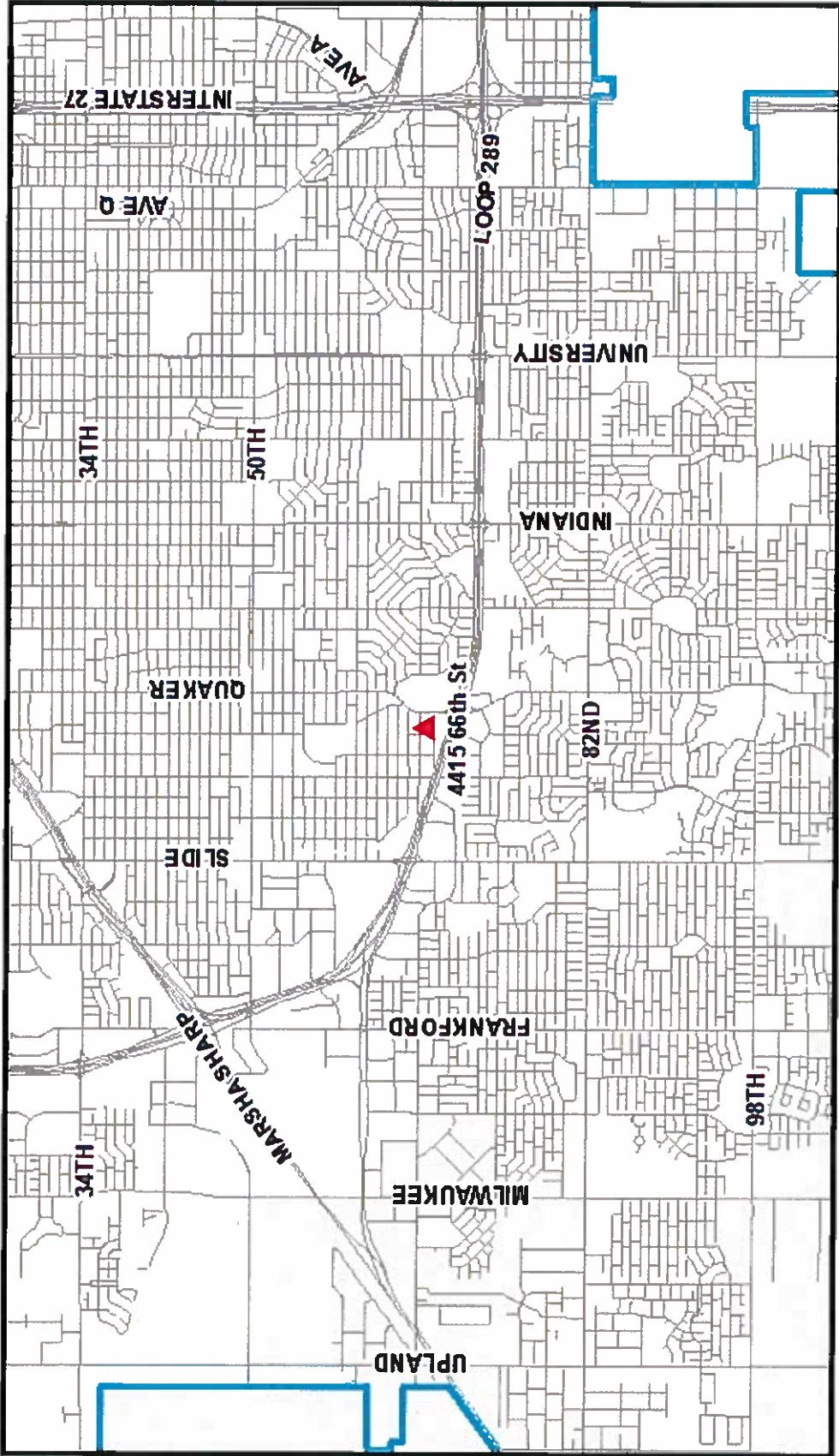
Andrew Paxton, Director of Planning

APPROVED AS TO FORM:

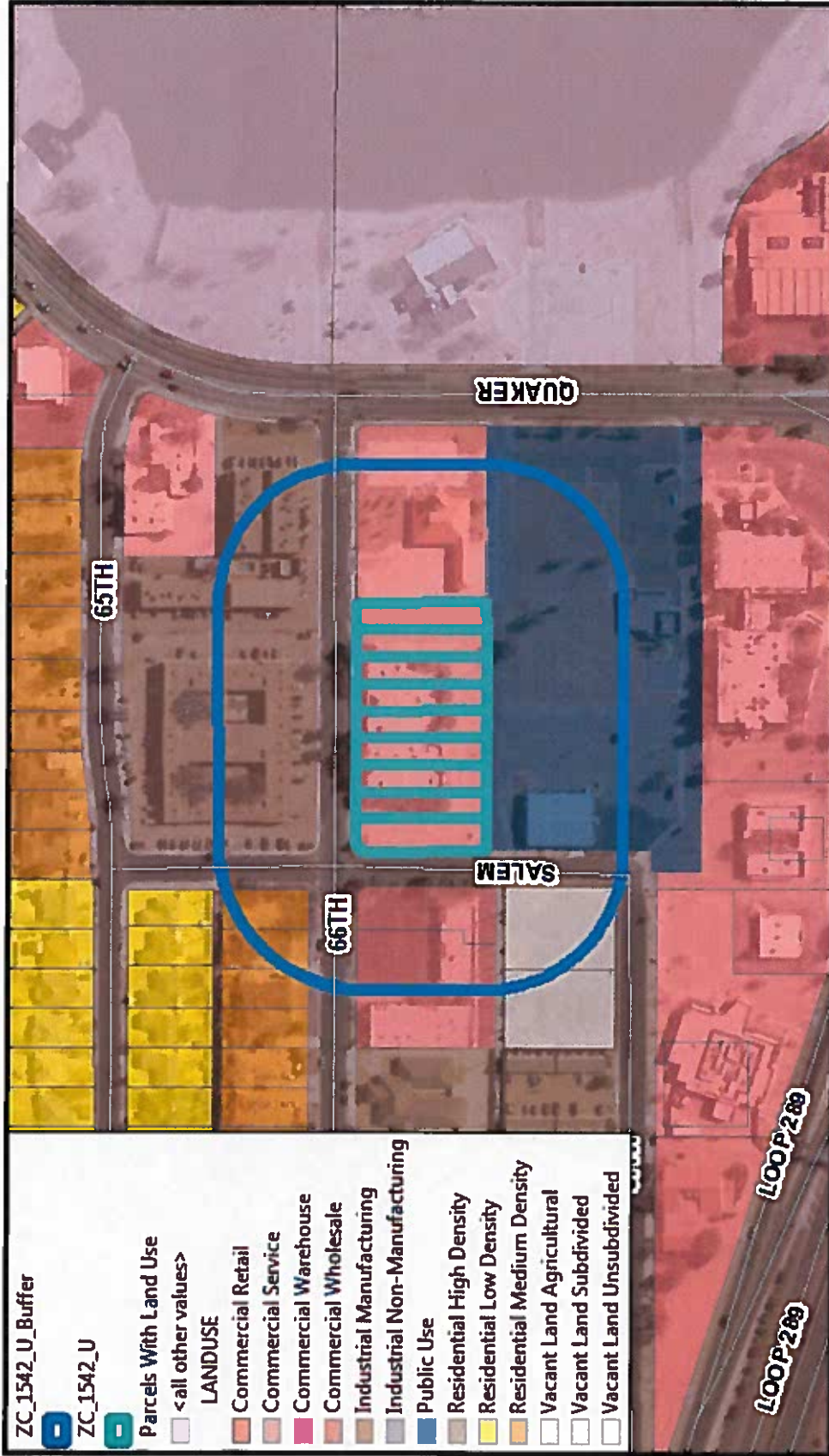


Chad Weaver, City Attorney

vw/CityAtt/Chad/Zones/ZC1542-U
March 5, 2015

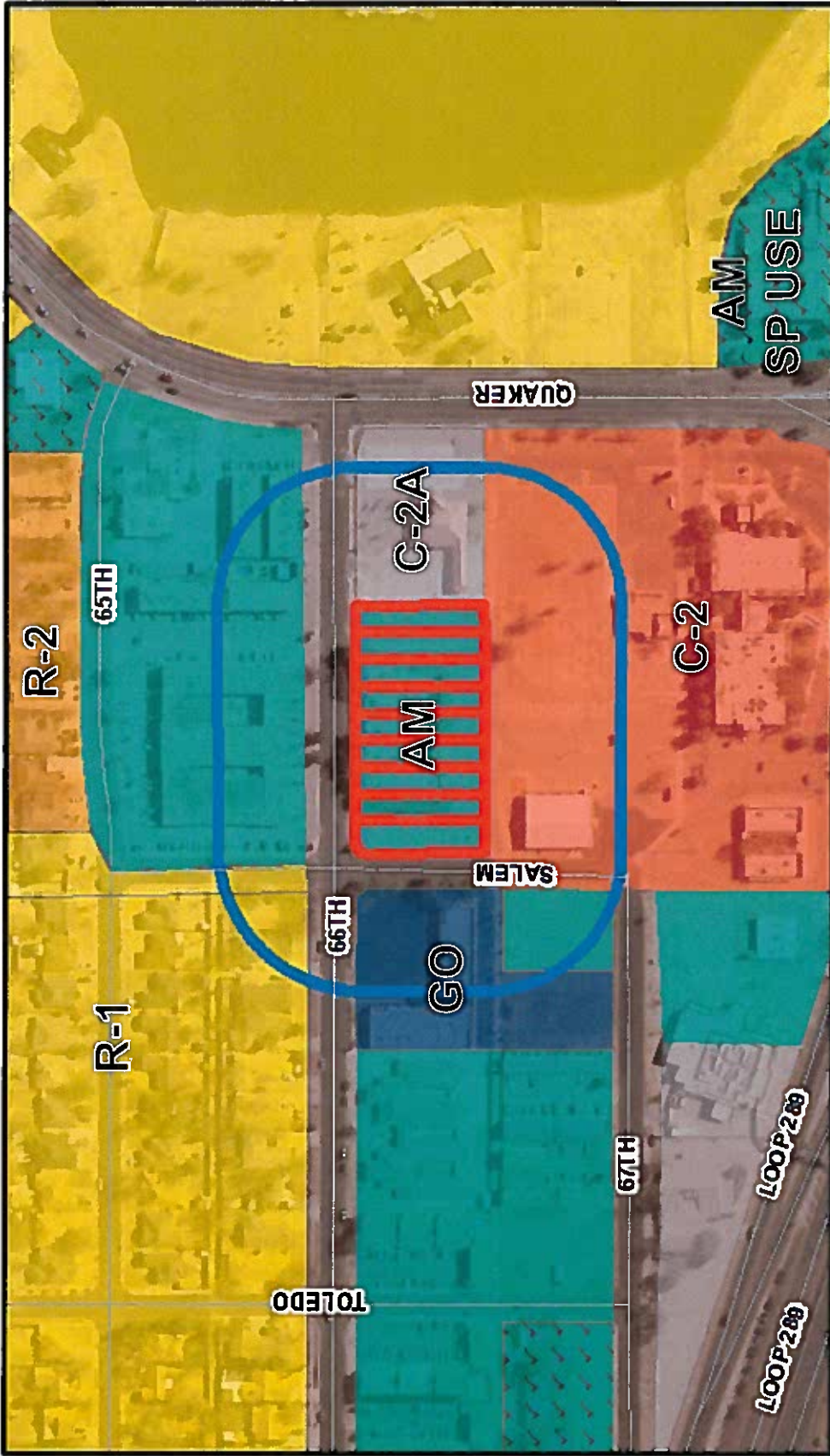


P.Z.C. Case 1542-U

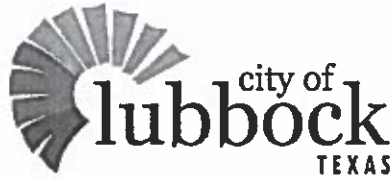


P.Z.C. Case 1542-U

Request of WCA Design Studio, LLC (for Sharp Academy) for a zoning change from AM to C-2A Specific Use for a private school and all unconditionally permitted AM uses, 4415 66th Street



P.Z.C. Case 1542-U Zoning



APPLICATION FOR ZONE CHANGE

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

Applicant (Please Print) WCA DESIGN STUDIO, LLC
2315 50th St. SUITE A
LUBBOCK TX 79412
(806) 702-8969

For SHARP ACADEMY
4415 66th St. SUITE 104
LUBBOCK TX 79414
(806) 747-4277

Location or Address: 4415 66th STREET, LUBBOCK, TX 79414
Legal Description: * SOUTH PARK TR D + 172' OF TR C UNIT 12 UND INT
Existing Land Use: MED. OFFICES + PRIVATE SCHOOL Existing Zoning: AM
Acreage or Square Footage of Property: 73,442 sq ft (2.169 acres)
Zoning Requested: AM with C-2A specific use, see attached site plan.

Proposed Development: EXISTING BUILDING will house dental offices, a private school and will be adding a 9000 sq ft Gymnasium to the west of the existing bldg.

If property is not subdivided, will preliminary plat be submitted? Yes No X
Applicant's Signature Date 2-10-2015

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 5624-5632 MAP 20

Zone Case No.: 1542-U Agenda No.:
Request for zoning change from: AM To: C-2A sp use
for a private school + unconditionally permitted AM uses

on Lot(s): TRACT D, W 172' TRACT C Block(s):
Subdivision: South Park Address: 4415 66th St

OK

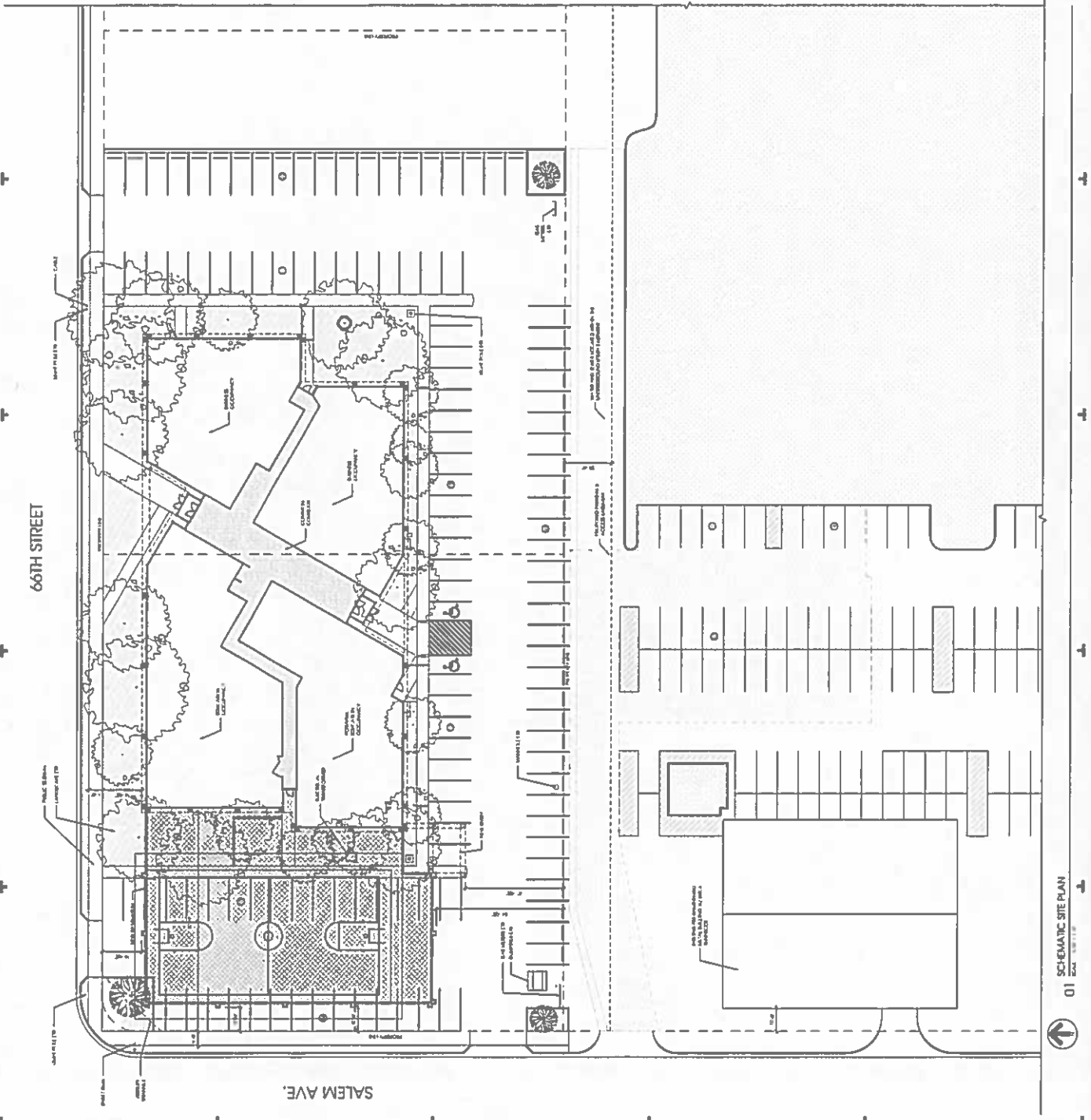
CODE ANALYSIS

Checked by: [Name]
 Date: [Date]
 Approved by: [Name]
 Date: [Date]

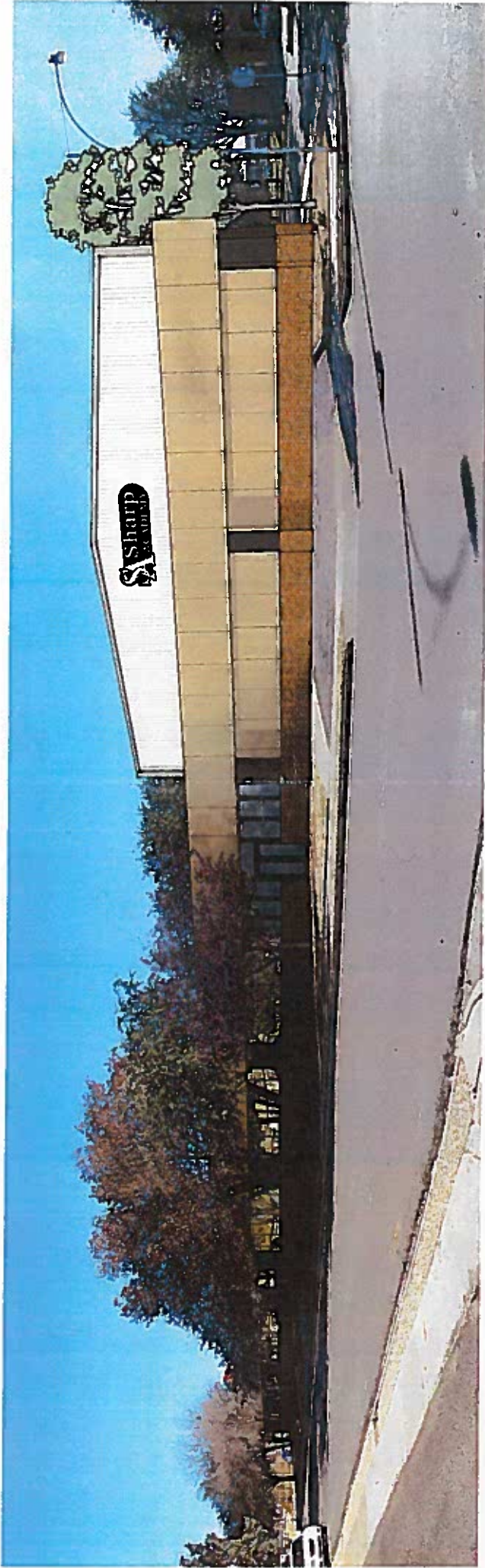
This code analysis was prepared for the purpose of determining the applicable zoning and building codes for the proposed project. The codes listed below are those that apply to the project based on the location and use of the property.

Zoning: [Code]
 Building: [Code]
 Fire: [Code]
 Electrical: [Code]
 Mechanical: [Code]
 Plumbing: [Code]
 Gas: [Code]
 Elevator: [Code]
 Accessibility: [Code]

The codes listed above are subject to change without notice. It is the responsibility of the applicant to verify the current codes and regulations applicable to the project.



01 SCHEMATIC SITE PLAN





L. DUANE ALLEN
CERTIFIED PUBLIC ACCOUNTANT
THE OAKS PROFESSIONAL CENTER
4415 66th STREET, SUITE 101
P.O. BOX 53300
LUBBOCK, TX 79453
PHONE: (806) 797-2768
FAX: (806) 797-4012

February 9, 2015

Lisa Stane
Executive Director
Sharp Academy

Lisa,

As a tenant and owner in the Oaks Professional Center, I support Sharp Academy to pursue a change in zoning, the purchase of the building, and the addition of a gym.

Sincerely,



Duane Allen



TEXAS TECH UNIVERSITY
HEALTH SCIENCES CENTER
Finance and Administration

Office of Student Business Services

Texas Tech University Health Sciences Center
Medical Center Southwest Buildings
6610 S. Quaker
Lubbock, TX 79414

February 20, 2015

Attention: Zoning Board of Adjustment, Lubbock, TX,

Re: Sharp Academy – support of application for zoning change and parking easement

We are aware, and in support of our neighboring organization, Sharp Academy's potential purchase of the building located, at 4415 66th Street. The school will be constructing a gym and multipurpose building at this location. In order to comply with city zoning ordinances, the school has been advised to request a zoning change from AM to C2A (specific use).

1. TTUHSC has no objection to Sharp Academy's zoning change request at this time.
2. TTUHSC is agreeing to grant permission to park after hours at this location.
3. TTUHSC will consider negotiations for a grant to a parking easement to 32 parking spaces to facilitate the new zoning and subsequent building addition.

Please be advised the support letter does not guarantee that Texas Tech will grant the easement but indicates that we are in support of the effort and are willing to discuss options to provide the easement.

Best Regards,

Danny Stevens
Associate Managing Director
Parking Services/Student Business Services
Texas Tech University Health Sciences Center

PO Box 5868 | Lubbock, Texas 79408-5868 | T 806.743.7867 | F 806.743.7873

An EEO/Affirmative Action Institution



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.: 1542-U

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

FEB 25 REC'D

PLANNING DEPARTMENT

Print Name DUANE ALLEN
Signature: Duane Allen
Address: 4415 66TH ST STE 107 (PO BOX 53300)
Address of Property Owned: 4415 66TH ST

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.: 1542-U

In Favor of

Opposed

Reasons and/or Comments:

RECEIVED

FEB 25 REC'D

PLANNING DEPARTMENT

Print Name DUANE ALLEN
Signature: Duane Allen
Address: 4415 66TH ST STE 107
Address of Property Owned: 4415 66TH ST



Regular City Council Meeting

6. 1.

Meeting Date: 04/09/2015

Information

Agenda Item

Public Hearing 5:30 p.m. - Planning: Conduct a public hearing for petition for 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, and to consider a resolution to approve the petition and authorize the preparation of a service plan.

Item Summary

The petition was submitted to the Planning Department in proper form on the 11th day of March 2015. The City Council has 30 days to consider the petition under State law. Should the request be considered in the affirmative and the City Council so directs, staff will schedule a public hearing for the next available City Council meeting. The area petitioned for annexation is planned to be primarily residential development. The proposed land uses are consistent with the Comprehensive Land Use Plan (CLUP).

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution

Petition

Map

RESOLUTION

WHEREAS, the owners of 157.57 acres of real property further described in Exhibit A attached hereto 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 have filed a petition requesting annexation of said property with the City of Lubbock on the 11th day of March, 2015; and

WHEREAS, the City Council has heard arguments for and against the requested annexation at a meeting conducted on the 9th day of April, 2015; 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 grant said Petition for Annexation;
NOW THEREFORE:

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

SECTION 1. THAT, pursuant to Section 43.028 of the Local Government Code, the City of Lubbock hereby grants the Petition for Annexation attached hereto as Exhibit A, which is incorporated herein and made a part hereof for all intents and purposes.

SECTION 2. THAT the Planning Department of the City of Lubbock shall prepare a service plan in accordance with Texas Local Government Code §43.056, providing for the extension of municipal services to the Property described in Exhibit A.

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

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Drew Paxton, Director of Planning

APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw:ccdocs/RES.Annexation Request-Trantham & Rich, LLC
March 23, 2015

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.

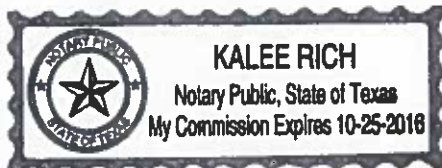
COUNTY OF LUBBOCK

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

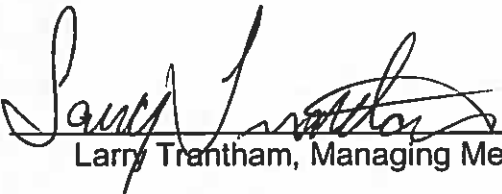
TO THE MAYOR OF THE GOVERNING BODY OF LUBBOCK, TEXAS:

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.

Rebecca Michelle Orta
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.

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.

Notary Public in and for
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;

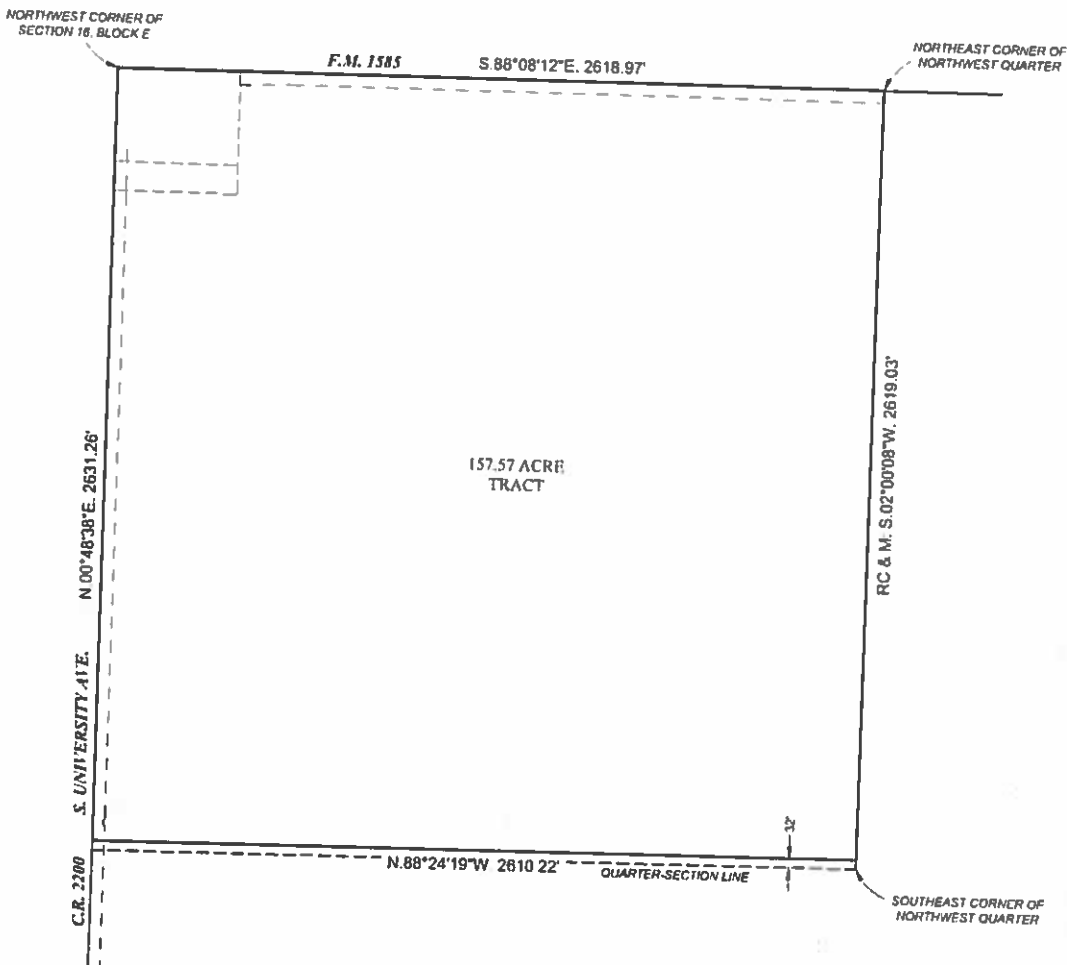
THENCE S. 88° 08' 12" E., ALONG THE NORTH LINE OF SAID SECTION 16, A DISTANCE OF 2618.97 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 16 FOR THE NORTHEAST CORNER OF THIS TRACT, WHENCE A RAILROAD SPIKE FOUND NEAR THE CENTERLINE OF F.M. HWY. 1585 AT THE NORTHEAST CORNER OF SAID SECTION 16 BEARS S. 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' 09" 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.

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**



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: 7,230,520.86 AND EASTING: 941,020.34, TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD83;

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: 7,233,786.86 AND EASTING: 943,544.67, TEXAS COORDINATE SYSTEM, TEXAS NORTH CENTRAL ZONE, NAD83;

THENCE N. 88° 24' 19" W. A DISTANCE OF 2810.22 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 16 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, NAD83. THE CONVERGENCE ANGLE TO TRUE NORTH IS -01° 50' 14". DISTANCES ARC 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.

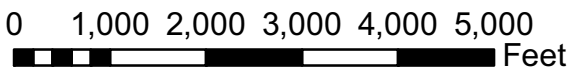
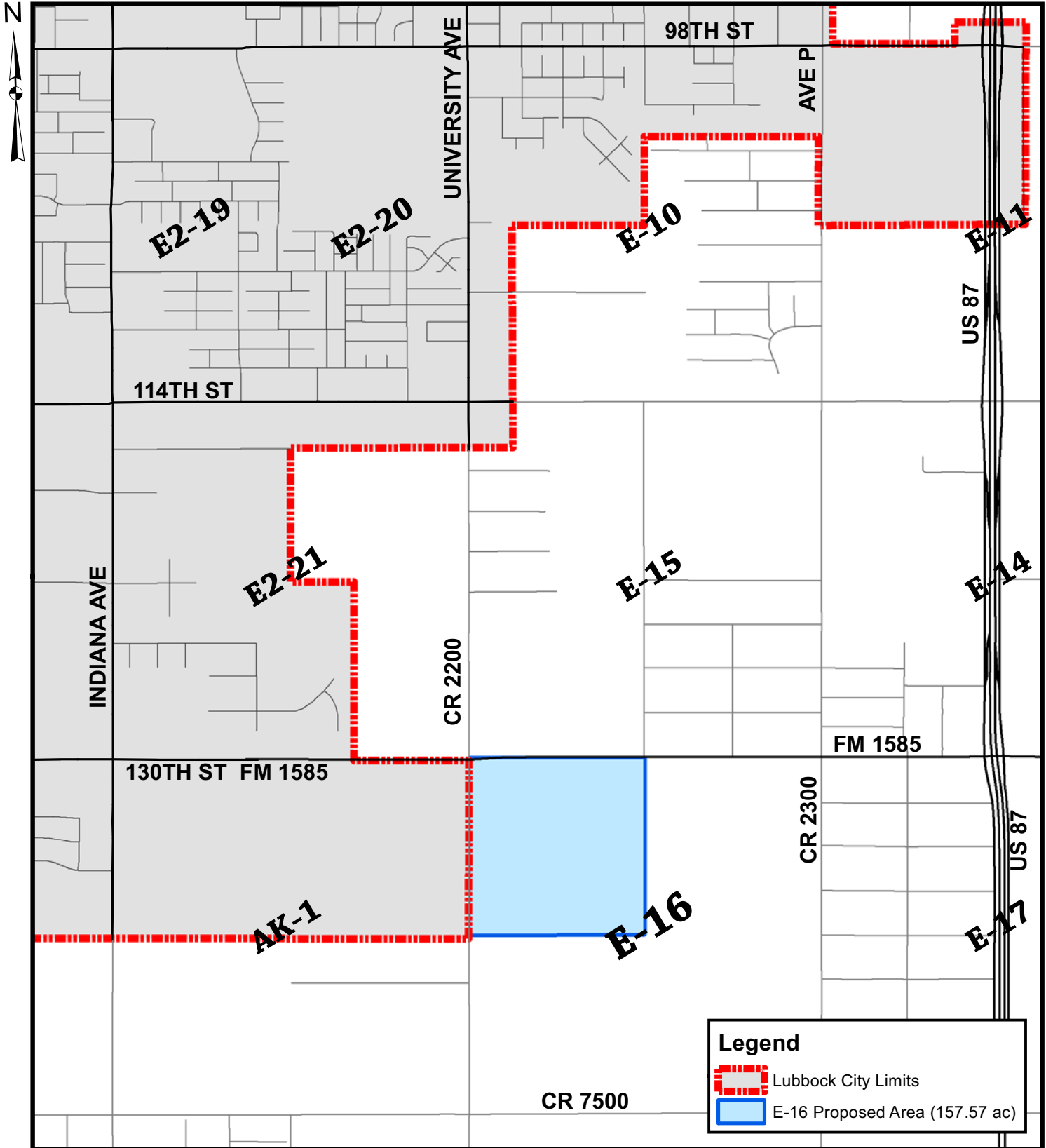
STEVENS SURVEYING CO., LLC.

6318 GENDI AVE. SUITE 1
 LUBBOCK, TX 79424
 806.627.1169
 TEXAS FIRM NO. 18887508

PREPARED FOR: REAL PROPERTY RESOURCES, INC.

JOB#: 150218 ©2015 ALL RIGHTS RESERVED

Proposed Annexation Area in Section 16, Block E



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

6. 2.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution - Planning: Consider a resolution approving and granting a variance from the applicable 300-foot minimum distance provisions of City of Lubbock Ordinance 2009-O0060 at the location of 3701 19th Street for an on-premise alcoholic beverage permit.

Item Summary

Effective August 8, 2009, Ordinance 2009-O0060 amended Section 14.01.007 (Section 18-11), Alcoholic beverages - Sale near church, school or hospital, in Chapter 14, Offences - Miscellaneous, of the City of Lubbock Code of Ordinances, related to businesses who obtain a permit from the Texas Alcohol Beverage Commission (TABC) for the sale of alcohol. As part of the ordinance, the City Council adopted a standard which prohibits any business, that is within 300 feet of any public or private school (K-12), measured from the property lines of each tract, from having a permit issued by TABC.

The City Council may consider a variance to the 300-foot rule as set forth in the Texas Alcoholic Beverage Code. The request for a variance is from Hayashi Midtown, located at 3701 19th Street, which is approximately 132 feet from Texas Tech University. A request for a new permit for on-premise alcohol sales at this location is now pending, and the Planning staff required the separation variance request.

The City Council has wide discretion in considering whether to grant a variance. The following may be considered by the City Council (as noted by the State of Texas statute providing for the variance process): The enforcement of the regulation in a particular instance is not in the best interest of the public. The regulation constitutes waste or inefficient use of land or other resources. The regulation creates an undue hardship on the applicant, does not serve its intended purpose or is not effective or necessary. The variance may be granted for any other reason, after consideration of the health, safety and welfare of the public and the equity of the situation, if the governing body finds it to be in the best interest of the community.

Chancellor Duncan and President Nellis have been notified by letter of the request.

Fiscal Impact

None.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution - 19th Street

Applicant Letter

Map

RESOLUTION

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

THAT the City Council, as the governing board of the City of Lubbock, Texas, and pursuant to Section 109.33(e) of the Texas Alcoholic Beverage Code, after consideration of the health, safety, and welfare of the public and the equities of the situation, finds and determines herein that it is in the best interest of the community to approve and grant a variance, and hereby grants a variance, from the applicable provisions of City of Lubbock Ordinance No. 2009-00060 at the following location: **Hayashi Midtown, LLC, 3701 19th Street**, Lubbock, Texas. This variance shall remain in effect for so long as: 1) a **Mixed Beverage Permit [MB]**, and 2) a subsequent like use, if any, are in effect at the above-referenced location.


Passed by the City Council this _____ day of _____, 20__.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Andrew Paxton, Director of Planning & Zoning

APPROVED AS TO FORM:



Chad Weaver, City Attorney

vw/ccdocs/Chad/Resolutions/RES.Variance-Hayashi Midtown
March 24, 2015

To: Director of Planning
City of Lubbock

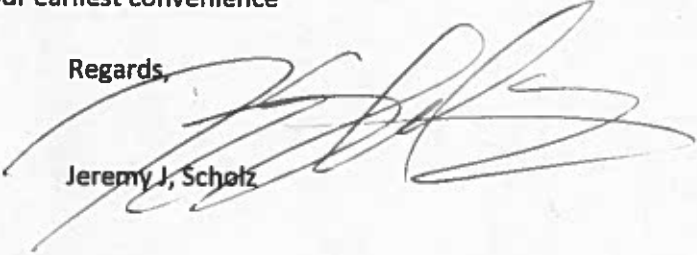
From: Jeremy Scholz
Hayashi Midtown LLC.
4220 Lubbock, TX 79423
806-790-9316

Re: Exemption Request TABC 300' rule

My name is Jeremy Scholz and I represent Hayashi Midtown LLC. We are a full service restaurant looking to open a new location in Lubbock. The purpose of this letter is to request a variance from the University of Texas Tech in regards to the 300' rule; specifically as it pertains to alcohol sales within 300' of a public school. We are requesting an audience with the City Council in an effort to receive an exemption in regards to the 300' rule. Thank you for your time. I look forward to hearing from you at your earliest convenience

Regards,

Jeremy J. Scholz



Hayashi Midtown - 3701 19th St

TEXAS TECH UNIVERSITY

19TH ST

3701

20TH ST

21ST ST

MIAMI AV COVENANT HOSPITAL

LOUISVILLE AV

STARTING
LINE LEARNING
CENTER

HIGH PLAINS

MAIN HOSPITAL
BUILDING
HEART
INSTITUTE
HELIPAD
EAST MEDICAL OUTPATIENT
OFFICE
BUILDING
IMAGING
CENTER
ENDOSCOPY
CENTER

- Requested Permit
- Hospitals
- Universities and Colleges
- Day Cares
- 300-Ft Buffer Hospitals
- 300-Ft Buffer Universities
- 300-Ft Buffer Day Cares



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



On-Premise Prequalification Packet

L-ON
(09/2013)

Please complete this Prequalification Packet with information concerning your proposed business location for which you are applying to sell/serve alcoholic beverages. This information will be used to obtain your pre-qualification to hold a license/permit. You will submit this information to the proper governmental entities for certification that your proposed location is legal for the type of license/permit for which you are applying.

Please immediately contact your local TABCO office to determine if you must post a 60 Day Sign at your proposed location, and for more information.

LOCATION INFORMATION

1. Type of On-Premise License/Permit

- | | |
|---|--|
| <input type="checkbox"/> BG Wine and Beer Retailer's Permit | <input type="checkbox"/> LB Mixed Beverage Late Hours Permit |
| <input type="checkbox"/> BE Beer Retail Dealer's On-Premise License | <input type="checkbox"/> MI Minibar Permit |
| <input type="checkbox"/> BL Retail Dealer's On-Premise Late Hours License | <input type="checkbox"/> CB Caterer's Permit |
| <input type="checkbox"/> BP Brewpub License | <input checked="" type="checkbox"/> FB Food and Beverage Certificate |
| <input type="checkbox"/> V Wine & Beer Retailer's Permit for Excursion Boats | <input type="checkbox"/> PE Beverage Cartage Permit |
| <input type="checkbox"/> Y Wine & Beer Retailer's Permit for Railway Dining Car | <input type="checkbox"/> RM Mixed Beverage Restaurant Permit with FB |
| <input checked="" type="checkbox"/> MB Mixed Beverage Permit | |

2. Indicate Primary Business at this Location

- | | |
|--|--|
| <input checked="" type="checkbox"/> Restaurant | <input type="checkbox"/> Sporting Arena, Civic Center, Hotel |
| <input type="checkbox"/> Bar | <input type="checkbox"/> Miscellaneous _____ |
| <input type="checkbox"/> Sexually Oriented | |

3. Trade Name of Location

Hayashi Midtown

4. Location Address

3701 19th St @

City

Lubbock

County

Lubbock

State

TX

Zip Code

79410-

5. Mailing Address

4220 82nd St

City

Lubbock

State

TX

Zip Code

79424

6. Business Phone No.

(806) 792-6868

Alternate Phone No.

(806) 790-9316

E-mail Address

jsHayashi@att.net

OWNER INFORMATION

7. Type of Owner

- | | | |
|--|---|---|
| <input type="checkbox"/> Individual | <input type="checkbox"/> Corporation | <input type="checkbox"/> City/County/University |
| <input type="checkbox"/> Partnership | <input checked="" type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other _____ |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Joint Venture | |
| <input type="checkbox"/> Limited Liability Partnership | <input type="checkbox"/> Trust | |

8. Entity/Applicant

9. If Applicant Is/Must Be Listed Below (attach L-01C if additional space is needed).

Individual/Individual Owner

Limited Liability Company/All Officers or Managers

Partnership/All Partners

Joint Venture/Venturers

Limited Partnership/All General Partners

Trust/Trustee(s)

Corporation/All Officers

City, County, University/Official

Last Name

Lin

First Name

Harry

MI

Title

Owner/President

Last Name

Scholtz

First Name

Jeremy

MI

Title

Manager

Last Name

First Name

MI

Title

MEASUREMENT INFORMATION

10. Will your business be located within 300 feet of a church or public hospital? Yes No

NOTE: For churches or public hospitals measure from front door to front door, along the property lines of the street fronts and in a direct line across intersections.

11. Will your business be located within 300 feet of any private/public school, day care center or child care facility? Yes No

If "YES," are the facilities located on different floors or stories of the building? Yes No

NOTE: For private/public schools, day care centers and child care facilities measure in a direct line from the nearest property line of the school, day care center or child care facility to the nearest property line of the place of business, and in a direct line across intersections.

NOTE: For multistory building: businesses may be within 300 feet of a day care center or child care facility as long as the facilities are located on different floors of the building.

NOTE: If located on or above the fifth story of a multistory building: measure in a direct line from the property line of the private/public school to property line of your place of business in a direct line across intersections vertically up the building at the property line to the base of the floor on which your business is located.

12. Will your business be located within 1,000 feet of a private school? Yes No

13. Will your business be located within 1,000 feet of a public school? Yes No

60-DAY SIGN INFORMATION

14. If you were required to post a 60-day sign as required by Section 11.391 or 61.381 of the Texas Alcoholic Beverage Code at this location; what exact date was the required sign posted at the location?

Exact Date (mm/dd/yyyy)

08/15/2015

ALL APPLICANTS

15. CHECK HERE IF NOT IN CITY LIMITS

I, the applicant, have confirmed I am not located in the city limits of any city and therefore all city certificates are not required.

WARNING AND SIGNATURE

If Applicant Must Sign	
Individual/Individual Owner	Corporation/Officer
Partnership/Partner	Limited Liability Company/ Officer or Manager
Limited Partnership/General Partner	

WARNING: Section 101.69 of the Texas Alcoholic Beverage Code states: "... a person who makes a false statement or false representation in an application for a permit or license or in a statement, report, or other instrument to be filed with the Commission and required to be sworn commits an offense punishable by imprisonment in the penitentiary for not less than 2 nor more than 10 years."

BY SIGNING YOU ARE SWEARING TO ALL INFORMATION AND ATTACHMENTS TO THIS PACKET.

PRINT NAME _____

SIGN HERE _____

TITLE _____

Before me, the undersigned authority, on this _____ day of _____, 20____, the person whose name is signed to the foregoing application personally appeared and, duly sworn by me, states under oath that he or she has read the said application and that all the facts therein set forth are true and correct.

SIGN HERE _____
NOTARY PUBLIC

S E A L



CERTIFICATE OF CITY SECRETARY (FOR MB, RM, V & Y)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

SIGN

HERE _____

City Secretary/Clerk

City

_____, TEXAS

SEAL



CERTIFICATE OF CITY SECRETARY (FOR BG & BE)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is inside the boundaries of this city or town, in a "wet" area for such license/permit, and not prohibited by charter or ordinance in reference to the sale of such alcoholic beverages.

Election for given location was held for:

- legal sale of all alcoholic beverages
- legal sale of all alcoholic beverages except mixed beverages
- legal sale of all alcoholic beverages including mixed beverages
- legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- legal sale of beer and wine for off-premise consumption only

AND EITHER:

- legal sale of mixed beverages

OR

- legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN

HERE _____

City Secretary/Clerk

City

_____, TEXAS

SEAL

CERTIFICATE OF CITY SECRETARY FOR LATE HOURS LICENSE/PERMIT (LB & BL)

I hereby certify on this _____ day of _____, 20____, that one of the below is correct:

- The governing body of this city has by ordinance authorized the sale of *mixed beverages* between midnight and 2:00 A.M.; or
- The governing body of this city has by ordinance authorized the sale of *beer* between midnight and _____ A.M.; or
- The population of the city or county where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- The population of the city or county where premises are located was 800,000 or more according to the last Federal Census (2010).

FOR A RETAIL DEALER'S ON PREMISE LATE HOURS LICENSE FOR A BG OR BE CERTIFIED UNDER 25.14 OR 69.17 AND IF POPULATION ABOVE DOES NOT APPLY:

- the governing body of this city has by ordinance authorized late hours for the type of permit/license sought.

SIGN

HERE _____

City Secretary/Clerk

City

_____, TEXAS

SEAL

CERTIFICATE OF COUNTY CLERK (FOR MB, RM, V & Y)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area for such license/permit, and is not prohibited by any valid order of the Commissioner's Court.

SIGN

HERE _____ COUNTY
County Clerk

SEAL



CERTIFICATE OF COUNTY CLERK (FOR BG & BE)

I hereby certify on this _____ day of _____, 20____, that the location for which the license/permit is sought is in a "wet" area and is not prohibited by any valid order of the Commissioner's Court for a Wine & Beer Retailer's Permit.

Election for given location was held for:

- legal sale of all alcoholic beverages
- legal sale of all alcoholic beverages except mixed beverages
- legal sale of all alcoholic beverages including mixed beverages
- legal sale of beer/wine (17%) on-premise **AFTER** Sept. 1, 1999
- legal sale of beer/wine (14%) on-premise **BEFORE** Sept. 1, 1999

OR IF ABOVE DOES NOT APPLY:

Be advised the location must have had two election passages per 25.14 or 69.17 of the TAB Code. One for beer and wine off-premise and one for mixed beverage.

- legal sale of beer and wine for off-premise consumption only

AND EITHER:

- legal sale of mixed beverages

OR

- legal sale of mixed beverages in restaurants by food and beverage certificate holders (applicant must apply for FB with BG and BE)

SIGN

HERE _____ COUNTY
County Clerk

SEAL

CERTIFICATE OF COUNTY CLERK FOR LATE HOURS LICENSE/PERMIT (LB & BL)

I hereby certify on this _____ day of _____, 20____, that one of the below are correct:

- The Commissioner's Court of the county has by order authorized the sale of **mixed beverages** between midnight and 2:00 A.M.; or
- The Commissioner's Court of the county has by order authorized the sale of **beer** between midnight and _____ A.M.; or
- The population of the city where premises are located was 500,000 or more according to the 22nd Decennial Census of the United States as released by the Bureau of the Census on March 12, 2001; or
- The population of the city where premises are located was 800,000 or more according to the last Federal Census (2010).

FOR A RETAIL DEALER'S ON PREMISE LATE HOURS LICENSE FOR A BG OR BE CERTIFIED UNDER 25.14 OR 69.17 AND IF POPULATION ABOVE DOES NOT APPLY:

- the governing body of this county has by order authorized late hours for the type of permit/license sought.

SIGN

HERE _____ COUNTY
County Clerk

SEAL

COMPTROLLER OF PUBLIC ACCOUNTS CERTIFICATE

This is to certify on this _____ day of _____, 20____, the applicant holds or has applied for and satisfies all legal requirements for the issuance of a Sales Tax Permit under the Limited Sales, Excise and Use Tax Act or the applicant as of this date is not required to hold a Sales Tax Permit.

Sales Tax Permit Number _____ Outlet Number _____

Print Name of Comptroller Employee _____

Print Title of Comptroller Employee _____

SIGN HERE _____ FIELD OFFICE _____

SEAL

PUBLISHER'S AFFIDAVIT (FOR MB, LB, RM, BP, BG, BE, BL, V & Y)

Name of newspaper		ATTACH PRINTED COPY OF THE NOTICE HERE
City, County		
Dates notice published in daily/weekly newspaper (mm/dd/yyyy)	/ /	
<i>Publisher or designee certifies attached notice was published in newspaper stated on dates shown</i>		
Signature of publisher or designee		
Sworn to and subscribed before me on this date	/ /	
Signature of Notary Public		
SEAL		



Ownership Information Continued for Prequalification Packet

L-OIC (6/2012)

Please complete this Ownership Information Continued for Prequalification Packet to be included with your prequalification packet if you have more than three individuals to be disclosed as required under Owner Information. Ensure you list all individuals as necessary for your type of entity. Use the chart below. Please contact your local TABC office for more information.

LOCATION INFORMATION

1. Trade Name of Location

Hayashi Midtown

2. Location Address

3701 19th st

City

Lubbock

County

Lubbock

State

TX

Zip Code

79410

OWNER INFORMATION

3. If Applicant Is/Must Be Listed Below

Individual/Individual Owner

Limited Liability Company/All Officers or Managers

Partnership/All Partners

Joint Venture/Venturers

Limited Partnership/All General Partners

Trust/Trustee(s)

Corporation/All Officers

City, County, University/Official

Last Name	First Name	MI	Title
Lin	Harry		owner/President
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title
Last Name	First Name	MI	Title



CITY OF LUBBOCK
ZONING CERTIFICATE

DATE: 3/17/2015

Local Contact Name: Jeremy Scholz Local Contact Telephone No.: 806 790 9316
Business Name: Hayashi Midtown LLC
Business Address: 3701 19th St Lubbock Tx 79410 KIVA Pin No.:
Legal Description of property:

ON PREMISE CONSUMPTION:

Primary business at this location (check one):

- Restaurant, Night Club/Bar/Lounge, Sexually Oriented Business, Hotel/Arena/Civic Center, Sports Grill, Other (describe), Dance Hall (alcoholic beverage sale prohibited)

Permits Requested (check all that apply):

- Mixed Beverage (MB), Food & Beverage Cert. (FB), Private Club Late Hours (NL), Private Club (N), Other (describe), Mixed Beverage Late Hours (LB), Wine and Beer Retailer's (BG), Beer Retailer's On-Premise (BE), Catering (CB), Beverage Cartage (PE), Private Club Beer & Wine (NB), Retail Dealer's On-Premise Late Hours (BL), Mixed Bev. Restaurant w/ Food & Beverage (RM)

OFF PREMISE CONSUMPTION:

Primary business at this location (check one):

- Grocery/Convenience Store, Drug Store, Package Store, Other (describe)

Permits Requested (check all that apply):

- Beer Retailer's Off-Premise (BF), Wine Only Package Store (Q), Local Cartage Transfer Permit (ET), Other (describe), Package Store (P), Local Distributor (LP), Package Store Tasting (PS), Wine and Beer Retailer's Off-Premise (BQ), Local Cartage (E)

Property Owner's Name: Egenbacher Real Estate
Property Owner's Address: 8002 Abbeville Ave, Lubbock, Tx 79424
Business Owner's Name: Harry Lin
Business Owner's Address: 7601 Countryside Dr Amarillo Tx 79119
Applicant's Name: Jeremy Scholz Hayashi Midtown LLC
Applicant's Address: 3701 19th St Lubbock Tx 79410
Applicant's interest in Business/Authority to make application: Jeremy Scholz

Gross Sq. Footage of Building 3288 sq. ft. Zoning C-2 Sales Tax No. 32056577045
Parking: Parking Ratio 1/75 Spaces Required 44 Spaces Provided see letter
Distance from: Church N/A ft. School less than 300 ft. Hospital N/A ft. Day/Child Care N/A ft.

For churches or public hospitals measurement is a minimum 300 ft measured from front door to front door, along the property lines of the street fronts and in a direct line across intersections.
For private/public schools, day care centers and child care facilities measurement is a minimum 300 ft measured in a direct line from the nearest property line of the school, day/child care facility to the nearest property line of the place of business, and in a direct line across intersections.

No. of Game Machines N/A Dance Floor Size N/A Live Entertainment Yes No
Z.B.A. Variance Case No. Case No.

COMMENTS FORMER "Bless Your Heart"

I hereby certify that I have read and fully understand the zoning restrictions and ordinances applicable to this property and that all information contained herein is true and correct. I further understand that this certificate is issued subject to all applicable regulations of the City of Lubbock and the violation of any of these regulations may result in my being ordered to cease the violation or vacate the premises, as well as the revocation of this certificate. I understand that if licensed as a restaurant, this certificate only permits me to operate a restaurant with the incidental right to sell alcoholic beverages, and I certify that is my intent and purpose in acquiring this certificate.

Date 3/17/15 Applicant's Signature

I hereby certify that inspections have been made by applicable City of Lubbock departments and to the best of my knowledge this request currently complies with all applicable zoning regulations of the City of Lubbock.

Date Planning Department Signature

CITY OF LUBBOCK

ZONING CERTIFICATE INVESTIGATIVE INSPECTION FORM

Date: 3/17/2015

Name of Business: Hayashi Midtown

Owner or Manager: Harry Lin owner / Jeremy Schatz Manager

Address (include zip): 3701 19th st Lubbock, Tx 79410

Telephone Number: 806-790-9316 / 806-792-6868

Type of Business: Restaurant, ~~Midtown~~ Bar/Lounge, ___ Dance Hall, ___ Sports Grill, ___ Grocery/Convenience Store, ___ Drug Store, ___ Package Store, ___ Sexually Oriented Business, ___ Hotel/Arena/Civic Center, ___ Other (describe) _____

Church or Hospital located within 300 feet: meets separation Yes ___ No

Public/Private School or day care/child care facility located within 300 feet: Yes ___ No

Please return this form with all approval signatures prior to the issuance of a Zoning Certificate. *Will get to Council*
These signatures are not a substitute for any other required forms.

*

Code Enforcement Department
1625 13th Street Room 105
775-2998
Comments:

Date Zoning Certificate Approved: _____

Signature: _____

*

Building Inspection
1625 13th Street, Room 106
775-2087
Comments:

Date Certificate of Occupancy Approved: Existing CO no change in use

Signature: [Signature] 3-18-15

*

Health Department
1625 13th Street, Room 106
775-2116
Comments:

for investigation only. Plan Review & Permit must be submitted and approved by EIT before opening

Date Health Permit Approved: 3-18-15

Signature: [Signature]

*

Fire Marshal
1601 Mac Davis Lane
775-2646
Comments:

Date Maximum Occupancy Permit Approved: Pending final inspection

Signature: [Signature] 3-18-15



Regular City Council Meeting

6. 3.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution - Finance: Consider a resolution authorizing the Mayor to execute the North and East Lubbock Community Development Corporation (NELCDC) Grant Management agreement for promoting economic development.

Item Summary

The City Council approved the FY 2014-15 Budget Ordinance 2014-O0122 in September 2014 which contained funding set aside in the North and East Lubbock Neighborhood and Infrastructure Fund for North and East Lubbock. A separate item has been included on this same agenda requesting approval of the NELCDC budget for FY 2014-15.

The proposed grant agreement provides the necessary terms for the use of these funds. The amount of the grant in the agreement is \$342,485. This year the agreement includes quarterly monitoring of performance measures for all services provided.

The NELCDC has hired a new Executive Director that will be executing the daily operating programs and activities for housing and economic development within north and east areas of the City. The City will continue monitoring the progress of NELCDC and working with NELCDC staff as they develop and implement strategies approved by the NELCDC Board.

Fiscal Impact

The North and East Lubbock Neighborhood and Infrastructure Fund includes an appropriation of \$351,948 for North and East Lubbock projects, with \$342,485 available for this grant agreement.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution & Grant Agreement - NELCDC

RESOLUTION

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

THAT the Mayor of the City of Lubbock BE and is hereby authorized and directed to execute for and on behalf of the City of Lubbock a Grant Management Agreement with North and East Lubbock Community Development Corporation for promoting economic development within the North and East areas of Lubbock. Said Agreement is attached hereto and incorporated in this Resolution as if fully set forth herein and shall be included in the minutes of the Council.

Passed by the City Council on _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:



Linda L. Chamales,
Economic Development Attorney

City Att / Linda Res-NE Lubbock Dev. Corp Grant Management Agreement-2014-15
March 26, 2015

GRANT MANAGEMENT AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into between the **CITY OF LUBBOCK, TEXAS**, a municipal corporation ("City") and **NORTH & EAST LUBBOCK COMMUNITY DEVELOPMENT CORPORATION** a Texas not-for-profit corporation (the "Corporation").

PREAMBLE

Pursuant to Local Government Code §380.002, Vernon's Texas Codes Annotated, the City of Lubbock (hereinafter called "City") has determined that it wishes to contract with a Texas Non-Profit Corporation for the purpose of promoting economic development within the North and East areas of the City. The Corporation desires to contract with the City of Lubbock for grants of municipal funds for the purpose of promoting, assisting and enhancing economic development.

ARTICLE I

PROGRAMS AND ACTIVITIES; TERM

1.01. Delegation. City hereby delegates to Corporation, and Corporation hereby accepts, responsibility for creating, managing, operating and supervising programs and activities for the purpose of promoting, assisting and enhancing economic development within the North and East areas of the City:

- (a) Housing development: Increase housing supply, land assemblage, and site development.
- (b) Community economic development: Provide project oversight and generate economic activity in the area.

1.02. Governmental Requirements. The Corporation shall conduct its programs and activities in accordance with all applicable laws, rules, statutes, and regulations of federal, state and local governments, including, without limitation, the provisions of Chapter 380 of the Local Government Code, as the same now exist or hereafter may be enacted and/or amended.

1.03. Term. This Agreement shall be for the fiscal year ending September 30, 2015.

ARTICLE II

FISCAL MATTERS

2.01. Funding. City agrees to provide for programs for the public purposes of development and diversification of the economy of the North and East areas of the City, reduction of unemployment and underemployment and development and expansion of commerce in the North and East areas of the City. The City hereby finds that programs within the limits described above are within the scope of Section 380.002 of the Texas Local Government Code and the City hereby delegates to the governing body of the Corporation the authority to determine the priorities and funding of individual programs to the extent allowed by law and subject to a proper and complete accounting of any public funds expended.

2.02. Budgets. The corporation shall prepare and submit to City a detailed annual budget in a form acceptable to City. City and Corporation contemplate that the budget shall be submitted in a form similar to the form used by City's departments in its internal budgeting process, provided that such form may be varied by agreement of City and Corporation. Each budget shall be submitted to City in accordance with the City's budget calendar of the fiscal year to which the budget relates. The City shall notify Corporation of the budget calendar each year in the same manner as it does its own internal departments.

Upon receipt of Corporation's proposed budget, City shall review such budget and promptly notify Corporation of any changes and/or supplements to the proposed budget that the City believes are necessary. City and Corporation agree to work with one another and cooperate in good faith to address any such changes and/or supplements to the proposed budget.

Following completion of any revisions to the proposed budget, City shall submit the proposed budget to the City Council for review and approval by the City Council in accordance with Chapter 102, Local Government Code, and Chapter 1, Article X, Paragraph 4, Lubbock City Charter. The City's final approval of the budget, including any further revisions thereto which may be required by the City Council, shall be in writing.

2.03. Grant Terms.

(a) **Grant Amount.** The City shall fund to Corporation the total grant amount of Three Hundred Forty Two Thousand Four Hundred Eighty Five Dollars (\$342,485) for the purposes stated in this Agreement. Grant payments shall be made quarterly in the amount of eighty Five Thousand Six Hundred Twenty One Dollars and Twenty Five Cents (\$85,621.25) according to the following schedule: payments due for the quarters beginning October 1, January 1, and April 1, shall be paid upon approval of this Agreement by the City Council. Payment for the fourth quarter shall be paid on July 1, 2015.

All such grant amounts distributed to the Corporation shall be subject to and administered in accordance with this Grant Management Agreement.

- (b) **Performance Measures and Deliverables.** Corporation shall make every effort to complete the “Proposed Performance Measures and Deliverables for FY2014-15” which are attached as Exhibit A and incorporated herein. Corporation representatives shall meet with City staff on a quarterly basis to discuss Corporation’s progress in meeting the performance measures and deliverables. The parties will review and update these performance measures and deliverable as situations change in the housing and economic development of the north and east areas of Lubbock. At the end of the year, staff will evaluate the progress made and report to the City Council.
- (c) **Unexpended Funds.** To the extent any unexpended funds shall remain at the end of a fiscal year, such unexpended funds are re-appropriated to Corporation for use during the following fiscal year. Unless such unexpended funds already have been included in the approved budget for the following fiscal year or City and Corporation otherwise agree, Corporation shall determine the budget account or accounts in which such excess funds remain and the excess funds shall be added to the same account or accounts in the following budget in the same proportion.

2.04. Expenditures. Funds received by Corporation under the terms of this Agreement may be spent for day-to-day operations of the Corporation, supplies, salaries, office rental, travel expenses, expenses related to the preparation of business development incentives, for sums to be paid as incentives as a part of a program of grants and loans and other administrative costs, provided that no such revenues may be spent for the conduct of an activity the primary purpose of which is not directly related to the purposes described in paragraph 1.01 above. Corporation shall not make any expenditures using funds provided hereunder unless such expenditures are incurred pursuant to the terms of a budget approved by City as provided in this Agreement.

2.05. Financial Reporting. Corporation shall maintain complete and accurate financial records of each expenditure of funds provided by City pursuant to the terms of this Agreement. All financial records of Corporation shall be maintained on an accrual basis, in accordance with the Government Accounting Standards, Board rules, and guidelines consistently applied.

Within thirty (30) days following the end of each fiscal quarter, Corporation shall provide to City a written financial statement for such quarter showing all revenues received by Corporation from City with respect to such quarter and listing all expenditures of the Corporation during such fiscal quarter in carrying out its programs and services under this Agreement. In addition, Corporation shall submit to City a

quarterly report showing all items related to Corporation's long term commitments to third parties.

Corporation agrees to make all of its records available to City and, to the extent required by law, to other persons, provided that any inspection or review of Corporation's financial records shall be conducted only during Corporation's normal business hours at its offices. City, at its option, shall be entitled to have an audit of Corporation's financial records conducted by an auditor of City's choosing. Any deficiencies noted in audits conducted by City or the auditor of its choosing shall be fully corrected by Corporation within thirty (30) days after receipt of notice of such deficiencies. However, if the nature of the deficiency is such that both parties agree that the deficiency cannot be reasonably cured in thirty (30) days due to economical, financial, or feasibility factors, then the parties shall agree upon a schedule and a plan to cure said deficiency. Corporation agrees to abide by any such agreed upon schedule and plan to cure.

Additionally, City is aware of the fact that Corporation shall have a complete audit of its financial affairs conducted following the end of each fiscal year by Corporation's independent auditor, and Corporation agrees to provide City with a copy of any audit report furnished to Corporation.

2.06. Fiscal Year. For purposes of this Agreement, Corporation's fiscal year shall begin on October 1 of each calendar year and shall end on September 30 of the following calendar year.

2.07. Other Revenue. Nothing contained in this Agreement shall prohibit Corporation from obtaining funding for its programs and activities from other sources, including charitable contributions and grants from private foundations and governmental organizations. All funds received by Corporation pursuant to the terms of this Agreement shall be maintained in a segregated account and shall not be commingled with any other funds belonging to Corporation. No funds paid to Corporation pursuant to this Agreement shall be used for any purpose other than the purposes stated in Section 1.01 and 2.04 of this Agreement and, to the extent the Corporation incurs expenditures in connection with the programs and activities described in Section 1.01 which also benefit other programs and activities conducted by Corporation, such expenditures shall be allocated equitably among the various funding sources available to Corporation based upon the relative benefits of such expenditures to the various programs and activities conducted by Corporation.

2.08. Insurance. Corporation shall procure and carry, at its sole cost and expense during the term of this Agreement, insurance protection as hereinafter specified, in form and substance satisfactory to the City, carried with an insurance company authorized to transact business in the State of Texas, covering all foreseeable aspects and operations in connection with the activities contemplated under this Agreement. A Certificate of Insurance specifying each and all coverages shall be submitted to the City no later than thirty (30) days subsequent to the date of this agreement. Corporation shall provide to the City proof of the below-described insurance on or before fourteen (14)

days prior to the expiration date of each expiring policy, and cause each required policy to require the insurer to (i) give notice to the City, as specified herein, of termination of any such policy sixty (60) days before such termination is to be effective; and (ii) contain a waiver of any and all of the insurers rights to subrogation that any such insurer or insurers may acquire by virtue of payment of any loss under such insurance.

- (a) *Crime insurance.* Corporation shall have Crime Insurance in the amount of \$100,000.00 that includes form A, employee dishonest coverage and form B, forgery or alteration coverage.
- (b) *Surety Bond.* The Director for the Corporation must maintain a surety bond in the amount of \$100,000.00 naming himself or herself as the obligee and the City as the principal.

ARTICLE III

PERSONNEL

3.01. Personnel. Corporation shall set the qualifications for and shall hire any and all personnel Corporation deems necessary to discharge its responsibilities under the terms of this Agreement and shall have the authority to fix the compensation and other benefits payable to Corporation's employees. Corporation, in carrying on its programs and activities hereunder, shall be acting solely as an independent contractor and not as an agent or employee of City. All employees of Corporation shall have the sole right and authority to direct the time, place and manner in which its employees perform the tasks for which they are hired, and shall be solely responsible for all income tax withholding, benefits, unemployment compensation payments and other expenses associated with such employees. All contacts between City and Corporation personnel shall be coordinated through the President of Corporation's Board of Directors or such other person or persons as the Corporation's Board of Directors may designate.

ARTICLE IV

OFFICES

4.01. The offices of the Corporation shall be those described in its Articles of Incorporation.

ARTICLE V

TERMINATION

5.01. Termination. This Agreement may be terminated at the end of its term as provided in Section 1.03, by the mutual agreement of City and Corporation, or by default by either City or Corporation as provided in Section 5.02.

5.02. Default. Neither party shall be deemed to be in default under the terms of this Agreement unless and until it has received written notice from the other party specifically describing any failure on its part to perform its duties and obligations hereunder and does not cure such failure within thirty (30) days following receipt of such written notice from the other party, provided, however, that in the event the nature of the failure is such that it reasonably cannot be cured within said thirty-day period, no default shall occur hereunder so long as the party failing to perform commences to cure such failure within said thirty-day period and thereafter diligently and in good faith prosecutes such cure to completion. Financial inability or delay shall not be deemed to be sufficient cause to extend the cure period, unless any failure to perform by Corporation results from City's failure to timely pay to Corporation funds in the amounts and at the times provided elsewhere in this Agreement.

5.03. Remedies Upon Default. If an event of default shall occur under this Agreement, the non-defaulting party may terminate this Agreement upon written notice to the defaulting party and thereafter pursue such other remedies against the defaulting party as may be permitted by applicable law.

ARTICLE VI

MISCELLANEOUS

6.01. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof. Any modification or amendment of this Agreement shall be in writing and executed by both parties.

6.02. Applicable Law. This Agreement shall be construed and enforced in all respects in accordance with the laws of the State of Texas and the laws of the United States applicable to transactions in Texas.

6.03. Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.

6.04. Severability. If any provision of this Agreement or the application thereof to any person or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this

Agreement or the application of such provision to persons or circumstances, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby, and each provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.

6.05. Captions. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

6.06. Notices.

- (a) Any notice, report, request or demand required, permitted or desired to be given under this Agreement (hereinafter collectively referred to as "Notices") shall be in writing and shall be deemed to have been properly given or served when mailed by registered or certified mail, return receipt requested or personally delivered to the respective party at the following addresses:

If to Corporation: Executive Director
North & East Lubbock Community
Development Corporation
P. O. Box 3893
Lubbock, Texas 79452

If to City: City Manager
City of Lubbock
P. O. Box 2000
Lubbock, Texas 79457-0001

- (b) Any addressee or name specified above may be changed by a Notice given by the addressee to the other party in accordance with Section 6.06(a) above.
- (c) All Notices shall be deemed effective as of the date of mailing or on the date of personal delivery, as appropriate. Any Notice to be given by and party hereto may be given by counsel for such party.

6.07. Interpretation. Whenever herein the singular number is used, the same shall include the plural, and vice versa, and the masculine gender shall include the feminine and neuter genders, and vice versa, as the context shall require.

6.08. Time. Time is of the essence to this Agreement and the obligations of the parties hereunder; provided, however, that if any date specified herein for performance of

any duty, obligation or responsibility shall fall on a Saturday, Sunday or legal holiday for national banks doing business in Texas, the time for such performance shall be extended until the next day which is not a Saturday, Sunday or legal holiday for national banks doing business in Texas.

EXECUTED this _____ day of _____, 2015.

CITY:

CITY OF LUBBOCK, TEXAS

BY: _____
GLEN C. ROBERTSON, MAYOR

CORPORATION:

NORTH & EAST LUBBOCK COMMUNITY
DEVELOPMENT CORPORATION

BY: David Haynes
David Haynes, Chairman

ATTEST:

Rebecca Garza, Secretary

APPROVED AS TO CONTENT:

Bill Howerton
Bill Howerton, Assistant City Manager

APPROVED AS TO FORM:

Linda L. Chamales
Linda L. Chamales, Economic Development Attorney

City att/Linda: NE Lubbock CDC Grant Management Agmt FY 2014-15
March 26, 2015



In an effort to measure the effectiveness of its programs, the NELCDC will utilize the following as performance measures in general administration functions, housing/credit counseling functions, and outreach and housing counseling functions pertinent to the new Adopt-a-Spot Urban Homestead program:

1. Number of Meetings Facilitated (community forums, monthly financial literacy workshops, etc.)
2. Number of Clients Impacted (via educational outreach meetings, one-on-one counseling, etc.)
3. Number of Homes Impacted (physical rehabilitation)
4. Number of Clients to Receive Down Payment & Closing Cost Assistance
5. Number of New Programs Developed (documents created as well as promotional materials, marketing, etc.)

Specified target numbers will be reported on a quarterly basis and efforts to obtain yearly goals will be implemented.

Operating (General Administration) Performance Measures

1. **Outreach forums.** In partnership with the East Lubbock Community Alliance the NELCDC will be participate in the facilitation of outreach meetings.
2. **Number of Clients Impacted (outreach).** The NELCDC cannot project a pre-determination of the number of clients who will be impacted by community outreach efforts. However, the NELCDC firmly asserts that an outreach and educational component is a critical component in a solution of method designed to alleviate apathy and neighborhood decline; simply stated residents have a tendency to modify their behavior in a positive manner if they are highly engaged and are well-informed. The NELCDC will provide sign-in sheets at each outreach meeting to track the number of clients impacted as well as establish a mechanism for follow-up and continued engagement.
3. **Number of Clients Impacted (micro-lending).** Since August 2014, the NELCDC has been working to develop a program called the *Community Entrepreneurship Program*. This program will essentially be used to bolster the existing micro lending program. In its current form, NELCDC staff meets with clients interested in starting a business in Lubbock; credit counseling is offered. Although the NELCDC is marketing economic development in its target area (north and east Lubbock) the NELCDC is proud to support start-up businesses all over Lubbock. The Executive Director and Administrative Assistant will develop the various components of this program and once developed the Program Manager will facilitate the program. Since an overhaul of this program is underway the NELCDC plans to measure this program in the following two ways:
 - 1) **Number of clients that are counseled and receive assistance with the development of a business plan.**
 - 2) **Number of clients who make a formal request for funding presentation before the Board of Directors.**

Program 1 (Housing/Credit Counseling) Performance Measures

1. **13 Financial Literacy Workshops (4-unit courses per cycle).** The NELCDC has initiated the planning of monthly financial literacy workshops beginning in January 2015. These workshops will provide potential new homeowners with fundamental principles of financial literacy and education. Sign-in sheets are provide at each class. Many clients who need or want one-on-one counseling will continue individual counseling. These workshops will be key in identifying potential new homeowners as well as new community entrepreneurship program participants. **Program Overview provided as supplemental documentation for performance measure.**
2. **Number of Clients Impacted (one-on-one)–46 clients.** The NELCDC anticipates the Program Manager will spend one-third of his time engaging 46 clients from initial intake and orientation to time spent on budgeting, action planning, credit review, and if desired home selection/development and closing; engagement also includes phone calls and emails. Since there is no existing benchmark, the NELCDC has established a new intake form, which will be used to track all new clients as of October 1, 2014. In the 2015, the NELCDC plans to purchase a service known as Counselor Max, which is a program provided through NeighborWorks for housing counselors. Once the client management system is in place, it will take the place of the paper intake form so clients can be tracked weekly, monthly, and of course reported on the quarterly reporting form submitted to the City of Lubbock from the NELCDC. The NELCDC has also created a new time sheet which will be used to track time spent on specific projects. After this initial benchmark year, a more accurate projection will be provided.

Program 2 (Adopt-a-Spot) Performance Measures

1. **Plans Developed.** The Executive Director and Administrative Assistant will develop the structure and fundamentals of the outreach and planning process; this includes marketing materials, etc.
2. **Outreach Meetings.** The NELCDC plans to facilitate outreach meetings to launch this new program.
3. **Number of Clients Impacted (one-on-one) – 46 clients.** This is the same function as stated in Program Budget 1. However, the NELCDC Program Manager will track clients counseled in a targeted "Adopt-A-Spot" project area separately from other clients. This will enable the City of Lubbock as well as the NELCDC to differentiate between general outreach efforts that general clients served vs. project specific clients that desire to receive housing counseling and credit rehabilitation services. As stated in the budget, one-third of the program manager's time will be spent counseling clients in targeted areas for this program.
4. **Four (4) Clients Served with Down Payment & Closing Cost Assistance.** \$7,000 for 4 eligible clients.
5. **Clients Served with Housing Rehab Materials.** \$3,000-\$4,000 in rehab materials for 7-9 homeowners.
6. **Clients Served with Rehab Materials.** \$8,500 for Dunbar-Manhattan Heights homeowners.

Performance Measure Summary

Progress on each performance measure will be reported on each quarterly report.

Budget	Program	Measure (FY 14-15)
Operating	General Outreach Forums	3-5 meetings expected
Operating	General Outreach Forums	Number of clients engaged (first year measured; no previous benchmark).
Operating	Micro-Lending	Number of clients engaged (first year measured; no previous benchmark)
Operating	Micro-Lending	Number of requests presented before the Board of Directors (first year measured; no previous benchmark)
Operating	Micro-Lending/Community Entrepreneurship Program	New plan and program created in FY 14-15
Program 1: Housing and Credit Counseling	Financial Literacy Workshops	13 cycle (4-unit classes) expected (Jan-Dec. 2015)
Program 1: Housing and Credit Counseling	Client Consultations (one-on-one)	Number of clients engaged – 46 <i>projected</i> . (First year measured; no previous benchmark)
Program 2: Adopt-a-Spot	Adopt-a-Spot Program	New plan and program created in FY 14-15
Program 2: Adopt-a-Spot	Adopt-a-Spot Outreach	Outreach meetings
Program 2: Adopt-a-Spot	Adopt-a-Spot Client Consultations (one-on-one)	Number of clients engaged – 46 <i>projected</i> . (First year measured; no previous benchmark)
Program 2: Adopt-a-Spot	Adopt-a-Spot – DPCC Assistance	4 clients served
Program 2: Adopt-a-Spot	Adopt-a-Spot – Rehab Materials	7-9 clients served
Program 2: Adopt-a-Spot	Dunbar-Manhattan Heights Rehab Materials	Number to be served unknown



Regular City Council Meeting

6. 4.

Meeting Date: 04/09/2015

Information

Agenda Item

Resolution - Finance: Consider a resolution approving the North and East Lubbock Community Development Corporation (NELCDC) FY 2014-15 Budget.

Item Summary

The City Council approved the FY 2014-15 Operating Budget and Capital Program with Ordinance 2014-O0122 on September 11, 2014 which contained funding set aside in the North and East Lubbock Neighborhood and Infrastructure Fund for North and East Lubbock. The amount of the requested NELCDC budget is \$342,485.

The budget is broken down into three parts: Operating Budget - General Administration, Program 1 Housing/Credit Counseling, and Program 2 Urban Homestead. The grant management agreement with the NELCDC is on this agenda, prior to this item, to be considered for approval. The grant management agreement discusses the allocations and conditions for the grants of municipal funds.

One of the requirements of the grant management agreement is the annual approval of the NELCDC budget. This item will satisfy this requirement.

Fiscal Impact

\$351,948 is appropriated in the FY 2014-15 North and East Lubbock Neighborhood and Infrastructure Fund Operating Budget with \$342,485 available for this purpose.

Staff/Board Recommending

Bill Howerton, Assistant City Manager

Attachments

Resolution and Budget

RESOLUTION

WHEREAS, the North and East Lubbock Community Development Corporation ("NELCDC") is a charitable, tax-exempt corporation that was created in February 2004 to spur growth and investment in the target area of the City of Lubbock, Texas; and

WHEREAS, City of Lubbock currently provides operational funding for the NELCDC; and

WHEREAS, the City Council of the City of Lubbock, Texas, approved an appropriation of funding in the North and East Lubbock Neighborhood and Infrastructure Fund to be utilized for North and East Lubbock in the FY 2014-15 Operating Budget and Capital Program, with Ordinance 2014-O0122, on September 11, 2014, in an amount in excess of the three hundred forty-two thousand, four hundred eighty-five dollars (\$342,485) necessary to fund the NELCDC for fiscal year 2014-15; and

WHEREAS, the NELCDC Board of Directors approved a proposed budget for Fiscal Year 2014-15, utilizing grants of municipal funds to operate its existing programs and activities for housing and economic development within the north and east areas of the City of Lubbock, Texas; NOW THEREFORE:

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

THAT the Lubbock City Council hereby approves the North and East Lubbock Community Development Corporation Budget for Fiscal Year 2014-15. Said Budget is attached hereto and incorporated as if fully set forth herein.

Passed by the Lubbock City Council on _____, 2015.

GLEN C. ROBERTSON, MAYOR

ATTEST:

Rebecca Garza, City Secretary

APPROVED AS TO CONTENT:



Bill Howerton, Assistant City Attorney

APPROVED AS TO FORM:



Linda L. Chamales,
Economic Development Attorney

North & East Lubbock

Community
Development
Corporation



North & East Lubbock
Community Development Corporation
P.O. Box 3893 Lubbock, Texas 79452
Phone: (806) 747-5937 Fax: (806) 747-5934
Email: nelcdc2@outlook.com

Board of Directors

February 12, 2015

*Vacant
Chairperson*

Cheryl Brock
Executive Director of Budget
P.O. Box. 2000
Lubbock, TX. 79457

*Vernita Holmes
Vice Chairperson*

*Sonny Garza
Treasurer*

Ms. Brock:

*Mario Ybarra
Asst. Treasurer*

The North & East Lubbock CDC respectfully requests an allocation of \$342,485 as a portion of oil and gas royalties in the form of a Section 380 Agreement as permitted by Local Government Code 380.002. Please note I have modified or added a few line items to this budget request. Although the manner in which funding allocation has been modified, the requested amount of \$342,485 has not changed. All budget modifications or additions will be identified by an asterisk (*) and each budget category contains an explanation of the change. Please find the 2014-2015 NELCDC summary and proposed budget below. Thank you for your consideration.

*Rosalind Alexander
Secretary*

*Monique Coleman
Executive Director*

Nathan Cage

Thomas Harris III

David Haynes

INCOME: via 380 Grant and NELCDC Activities \$450,104

Henry Ray Lozada

Cosby Morton

Elena Quintanilla

Quincy White

Vacancy

Vacancy

Vacancy

Vacancy

The revised budget provides a summary of the NELCDC's anticipated income. In addition to the requested \$342,485 via a grant management agreement from the City of Lubbock, the NELCDC anticipates \$33,000 in fundraising from its annual banquet; the NELCDC is working to promote advertising space in its newsletter with first year income estimated at \$1,000; annual board donations up to \$500 will be included as an annual illustration of support from a fully voluntary (non-compensated) Board; the NELCDC is working to identify home builders to build out King's Dominion Phase II and therefore we are projecting the potential sale of at least six (6) lots for a total income of \$72,000; the NELCDC savings account yield will be shown in the interest income line; and there was training for which the NELCDC paid (for the Executive Director) but since a scholarship was received, the NELCDC was reimbursed a portion of the expenses at approximately \$919 in October 2014.

Advisory Members

David Langston

Greg Jones

Rob Allison

*Carolyn Thompson
Conwright*

Irasema Velazquez

Upon the completion of the NELCDC's three-year audit, the NELCDC plans to seek out other funding sources to support general operating expenses.

OPERATING BUDGET: General Administration \$203,267

The eight (8) budget categories within the operating budget are as follows:

- A. **(*) Administration (Governance & Management) - \$6,100**
This budget category amount was modified but the request amount did not change. This category includes board meeting expenses, training and strategic planning for the NELCDC Board of Directors and staff, as well as director's and officer's liability insurance. General administrative services will cover the costs for requests such as a Certificate of Fact from the Secretary of State or the Charitable Permit fee as required by the City of Lubbock. These are minimal expenses but are critical for operational functions.
- B. **(*) Personnel (Salaries, Payroll Taxes, and Car Allowance) - \$98,824**
This budget category includes payroll taxes and a portion of salaries for three (3) staff members: three-fourths (3/4) of the salary for the executive director, one-third (1/3) of the salary for the program manager, and three-fourths (3/4) of the salary for the administrative assistant. The NELCDC has 24 pay periods - the 15th and end of each month. Staff time has been divided to show a representation of how each employee's time will be spent administering the various functions of the North and East Lubbock CDC. For example, one-third of the program manager's time allocated under line item "B2" will include marketing, fundraising, general outreach, project oversight, and revamping the NELCDC's micro-lending program. *As a result of a new employee policy, car allowances for the Program Manager and Administrative Assistant were reduced from \$2,365 to \$1,500. Car allowance will be reimbursed at \$0.575/mile per pay period or monthly.
- C. **Health Benefits - \$21,300**
The NELCDC Board of Directors has approved a monthly allocation of \$550 for the three (3) employees on staff. Two (2) staff members are enrolled in an employee group plan with Blue Cross Blue Shield. One staff member is seeking healthcare benefits outside of the benefits provided by the NELCDC; however, an allocation is still requested in the event of unanticipated health needs. The NELCDC three (3) member staff team is also enrolled in a group dental/vision plan with Ameritus.
- D. **Professional Development & Training - \$22,000**
The NELCDC has budgeted for the training and development of its employees. The NELCDC currently has one (1) HUD-certified contract housing counselor and (1) one full-time staff member in the process of becoming a HUD-certified housing counselor. Certification is a federal requirement to administer housing counseling; therefore certification establishment and maintenance are mandatory. Additionally, the NELCDC has budgeted to send two (2) NELCDC staff (or board members) to the May 20-23, 2015 Neighborhoods, USA conference in Houston, Texas. Participation in Neighborhoods, USA will bolster the NELCDC's efforts to enhance community outreach and participation. Neighborhoods, USA participation will help the NELCDC staff ascertain methods and techniques for grassroots neighborhood organizing. Lastly, the NELCDC has planned for Texas Association of Community Development Corporations (TACDC) training for the Executive Director and has established a small allocation for unexpected but necessary training (for staff or board members) that may be offered during the FY 2014-15 budget cycle.
- E. **Memberships - \$1,450**
The NELCDC has budgeted for memberships to the following organizations: TACDC; Lubbock Chamber of Commerce; Neighborhoods, USA; and Sam's Club as well as establishing a small allocation for miscellaneous or unexpected mid-year requests for organizational memberships that will help the staff or board further the mission of the NELCDC. *The Avalanche Journal subscription was added to this category for \$230.
- F. **Support (Professional) Services - \$33,443**
This budget category includes legal services, accounting services, and auditing services, which are all necessary to support and ensure the continued legitimacy and accountability of the NELCDC. The NELCDC has retained Garrett & Swann LLP, to audit financial statements for 2012, 2013, and 2014.

The NELCDC has also retained local accountant, Bill Morris, CPA (of Green & Morris) who will provide monthly book-keeping reconciliations for the NELCDC. *In December 2014, the NELCDC hired Mayfield Law Firm as its new legal counsel. As a result of the transition of old business between the prior and new legal teams, this line item was increased. A portion of the funds moved to this category are remaining funds due to the elimination of the contract housing counselor position.

G. Contractual Services - \$5,050

The NELCDC's Xerox machine is leased through Marlin Services. This category itemizes the expenses for this equipment as well as the budget for website maintenance and service fees.

H. Office Operational Expenses - \$6,600

This budget category includes office supplies, postage, large printing for brochures and other promotional materials, and the NELCDC phone service provider. *The phone budget was increased because the NELCDC switched its provider (from ATT to Suddenlink) and bundled its services; additional fees were incurred. *Note line item 5075 is shown because it is an operating expense but the NELCDC is not requesting funding to establish its independent network.*

I. Loan Payments – (Shown in Budget as Operating Expense but No Funds Requested)

**Note, category I and specifically line 5141 will not be paid with funds being requested via the grant management agreement. Therefore, the shown budget is not included in the requested amount.*

J. Community Champion Awards (CCA) Banquet (FUNDRAISER) - \$8,500

*The awards banquet fees were accidentally left out of the initial request. Although this \$8,500 expense was added to the budget request, the overall request amount did not change. The \$8,500 in this category was partially from the eliminated HUD contract counselor position eliminated.

K. Donations– (Shown in Budget as Operating Expense but No Funds Requested)

**Note, category K line items will not be paid with funds being requested via the grant management agreement. Therefore, the shown budget is not included in the requested amount.*

L. Micro-Lending Program– (Shown in Budget as Operating Expense but No Funds Requested)

**Note, category L line items will not be paid with funds being requested via the grant management agreement. Therefore, the shown budget is not included in the requested amount.*

PROGRAM BUDGET 1: Housing/Credit Counseling \$22,264

A. Housing/Credit Counseling – \$22,264

Housing/Credit Counseling is a critical function for the NELCDC. Housing counseling includes conducting general intake with clients interested in becoming first-time homebuyers. This process also includes financial literacy and homebuyer education workshops, review of credit reports, and action planning and budgeting in preparation of becoming a homeowner. Housing counselors help clients with the pre-qualification for a mortgage loan, and assist clients with finding the right home, closing the deal, as well as post-purchase follow-up 90-days following closing. The services under this budget category include one-third of the staff time for the NELCDC's program manager; supplies and postage needed to facilitate the program; Counselor Max, which is a web-based system that will be used for intake, client tracking, and tri-merge credit report requests; funds needed to facilitate classes on a monthly or quarterly basis in addition to in-person one-on-one consultations; and payroll taxes.

*The NELCDC eliminated the HUD-certified contract housing counselor position budgeted at \$21,008. These funds have been allocated for other abovementioned operating expenses and \$8,500 was allocated to supply rehab materials for the Dunbar-Manhattan Heights adopt-a-spot effort.

PROGRAM BUDGET 2: Urban Homestead (Adopt-a-Spot) Program - \$116,954

There are four (4) budget categories within the Program 2: Urban Homestead ("Adopt-a-Spot") Program budget. The categories, which contain detailed line items are:

A. Personnel (Salaries, Payroll Taxes) - \$28,394

This budget category includes a portion of salaries for two (2) staff members: one-fourth (1/4) of the salary for the executive director and one-fourth (1/4) of the salary for the administrative assistant. The executive director and administrative assistant will spend time developing the various components of the program, including but not limited to materials, marketing, structure, and general function. This category also includes payroll taxes proportionate to the salary expenses for this new program. *The remaining one-third (1/3) of the program manager's time is listed below under housing counseling, which is a critical function of this new program.*

B. Reserves (Down-Payment & Closing Cost Assistance & Materials) - \$65,000

The new program is designed to help the NELCDC improve target neighborhood areas by cleaning up vacant or dilapidated properties, establish community gardens, and working to establish new homeowners upon the lots. The NELCDC is working to establish partnerships with Habitat-for-Humanity as well as other local entities, non-profits, and schools to begin building relationships and organizing neighborhoods. Once the program is implemented, which is anticipated for fall 2014, the NELCDC would like to use the requested reserve funding for down-payment and closing cost assistance for prospective new homebuyers as well as housing rehabilitation materials when applicable. If a home is in moderate condition and meets program criteria, rehabilitation will be pursued in lieu of new construction. In the stated scenario, funds from this budget category will enable the NELCDC to facilitate the needed rehabilitation. *An additional \$8,500 is budgeted to complete repairs on homes in the Dunbar-Manhattan Heights Adopt-a-Spot program.

C. Community Meeting Materials - \$9,000

Community outreach is the most critical component of this new program. The NELCDC firmly believes a lack of participatory planning as a key element of this new program will result in the detriment of its success. This budget category is allocated to allow the NELCDC to obtain ideal meeting facilities for outreach efforts and in doing so being able to provide materials, signage, and food during program facilitation efforts.

D. Housing/Credit Counseling - \$14,560

As stated above, the remaining one-third (1/3) of the program manager's time is allocated for housing counseling. The program manager will work to get potential homebuyers ready for homeownership through the community outreach and education component of the program.

Other City Funds

The North & East Lubbock Community Development Corporation ("NELCDC") is a certified CHDO (Community Housing Development Organization) by the City of Lubbock. The City of Lubbock Community Development Department provides 15% of its HOME (federal) funds to CHDOs in Lubbock. Since there are two CHDOs in Lubbock, if all qualifying criteria are met, the NELCDC is eligible to receive 7.5% of the funds required to be set-aside for CHDOs. CHDO funds are provided to the NELCDC in the form of new construction funds (to build new single-family housing) as well as down-payment and closing cost assistance. Currently, the NELCDC has \$145,000 in new construction funds and approximately \$42,000 in down-payment and closing cost funds.

The proposed detailed budget follows this budgetary summary. Please do not hesitate to contact me if you have questions or concerns.

Regards,


Monique Coleman

Executive Director

North & East Lubbock CDC

FY 2014-15 Proposed NELCDC Budget

FY 2014-15 Requested Income (Sec. 380 Grant Management Agreement)	\$ 342,485.00
FY 2014-15 Operating Budget	\$ 203,267.00
FY 2014-15 Program 1 Budget	\$ 22,264.00
FY 2014-15 Program 2 Budget	\$ 116,954.00

QuickBooks
Accounting
Codes

OPERATING BUDGET: General Administration Operating Acct #: XXXX431
Payroll Acct #: XXXX351

	Tax ID: 71-0981103	INCOME
4000	Sec. 380 Grant Management Agreement from City of Lubbock	\$ 342,485.00
4001	Community Champion Awards Banquet	\$ 33,000.00
4002	e-Newsletter Advertisement (quarterly ads)	\$ 1,000.00
4003	Board & Advisory Member Donations	\$ 500.00
4004	King's Dominion Lot Sales (6 lots x \$12,000)	\$ 72,000.00
4005	Interest Income	\$ 200.00
4100	Scholarships and Refunds	\$ 919.00
4101		
	TOTAL PROJECTED INCOME	\$ 450,104.00

BUDGET

5000	A. Administration (Governance & Management)	\$ 6,100.00
5001	1. Board Meeting Expenses	\$ 2,100.00
5002	2. Training and Strategic Planning Session(s) for Board Members	1,200.00
5003	3. (D&O) Directors and Officers Liability Insurance	2,500.00
5004	*4. Admin. Services (SOS Cert. of Fact, Charitable Permit fee, etc.)	300.00
	TOTAL	\$ 6,100.00
5010	B. Personnel (Salaries, Payroll Taxes, Car Allowance)	\$ 98,824.00
5011	1. Executive Director Salary (\$78,400) - (3/4 of time)	\$ 58,800.00
5012	2. Program Manager Salary (\$43,680) - (1/3 of time)	14,560.00
5013	3. Administrative Assistant Pay (10.58/hr.) (\$22,006.40) - (3/4 of time)	16,505.00
5014	4. Payroll Taxes (8.30% of salaries)	7,459.00
5015	*5. Car allowance (for Program Mgr. and Admin Asst. @ \$0.575/mile)	1,500.00
	TOTAL	\$ 98,824.00
5020	C. Health Benefits (\$550/month/employee)	\$ 21,300.00
5021	1. Executive Director (BCBS-PPO Platinum) - group plan member	\$ 6,600.00
5022	2. Program Manager + Spouse (BCBS-PPO Silver) - individual plan	6,600.00
5023	3. Administrative Assistant (BCBS-PPO Silver) - group plan member	6,600.00
5024	4. Three (3) staff members-Amenitus Dental/Vision-group plan	1,500.00
	TOTAL	\$ 21,300.00
5030	D. Professional Development & Training	\$ 22,000.00
5031	1. Neighbor Works Training (HUD-certification for 2 employees)	\$ 12,500.00
5032	2. 2015 Neighborhoods, USA National Conference (May 20-23) (2 employees)	3,000.00
5033	3. TACDC Training (for Executive Director)	2,000.00
5034	4. Other professional development/training (unplanned travel)	4,500.00
	TOTAL	\$ 22,000.00

5040	E. Memberships & Subscriptions		\$ 1,450.00
5041	1. TA-CDC (\$250 annual fee)	\$ 250.00	
5042	2. Lubbock Chamber of Commerce (LCC) & Young Professionals Membership	325.00	
5043	3. Neighborhoods, USA (\$150 annual fee)	150.00	
5044	4. Sam's Club membership (\$45 annual fee)	45.00	
5045	5. Miscellaneous (mid-budget year requests)	450.00	
5046	*6. Avalanche Journal (AJ) Subscription-48 wks @ \$226.20	230.00	
	TOTAL \$	1,450.00	
5050	F. Support (Professional) Services		\$ 33,443.00
5051	*1. Legal Services	\$ 12,243.00	
5052	2. Accounting Services @\$500/month	6,000.00	
5053	3. Auditing Services \$7,500/year	15,000.00	
5054	4. Bank fees (check purchases & fees)	200.00	
	TOTAL \$	33,443.00	
5060	G. Contractual Services		\$ 5,050.00
5061	1. Marlin Services (Xerox machine leasing)	\$ 3,000.00	
5062	2. Benchmark Maintenance Agreement (for Xerox machine)	1,500.00	
5063	3. Website Developer Services (www.nelcdc.org)	550.00	
	TOTAL \$	5,050.00	
5070	H. Office Operational Expenses		\$ 6,600.00
5071	1. Supplies	\$ 3,500.00	
5072	2. Postage (USPS bulk-stamp purchase @ \$49.99/100-stamp roll)	250.00	
5073	3. Printing	350.00	
5074	*4. Phone Service Provider	2,500.00	
5075	*5. Network Services (supplies and installation)	8,500.00	
	TOTAL \$	15,100.00	
5140	I. Loan Payments		\$ -
5141	*1. Loan Payments (to Western Bank)	\$ 40,000.00	
	TOTAL \$	40,000.00	
5150	J. Community Champion Awards (CCA) Banquet (FUNDRAISER)		\$ 8,500.00
5151	1. Banquet facility	\$ 1,000.00	
5152	2. Postage, Printing & Marketing	\$ 500.00	
5153	4. Food	\$ 6,750.00	
5154	6. Tenant User Liability Insurance (typically required for civic center use)	\$ 250.00	
	TOTAL \$	8,500.00	
5160	*K. Donations		\$ -
5161	1. Star Care	\$ 1,000.00	
5162	2. 100 Black Men of West Texas	\$ 750.00	
5163	3. Women Protective Services (WPS)	\$ 100.00	
5164	4. Faith First Church	\$ 100.00	
5165	6. Mid-budget year (unanticipated request)	\$ 1,000.00	
	TOTAL \$	2,950.00	
5170	*L. Micro-Lending Program		\$ -
5171	1. Micro-Loan Requests (\$10,000 max)	\$ 60,000.00	
	TOTAL \$	60,000.00	

NOTE: The following line items will not be funded with Section 380 funds: 5075, 5141, 5160, and 5170; these items are noted in blue.

TOTAL REQUESTED BUDGET \$ 203,267.00

QuickBooks
Accounting
Codes

PROGRAM BUDGET 1: Housing/Credit Counseling

Operating Acct # 8879431
Payroll Acct # 8879351

5080	A. Housing/Credit Counseling	\$ 22,264.00
5081	1. Program Manager administering Housing Counseling Services (1/3 of time)	\$ 14,560.00
5082	2. Supplies & postage	2,500.00
5083	3. Counselor Max (software) \$595 annual fee +\$17.50/credit report+admin fees	2,495.00
5084	4. Community financial literacy training classes (space, food, supplies)	1,500.00
5085	*5. Professional Contract Services (HUD-Certified Housing Counselor)	-
5086	6. Payroll Taxes (8.30% of salaries)	1,209.00
	TOTAL	\$ 22,264.00

TOTAL REQUESTED BUDGET \$ 22,264.00

QuickBooks
Accounting
Codes

PROGRAM BUDGET 2: Urban Homestead ("Adopt-a-Spot") Program NEW in FY14-15

Operating Acct # 8879431
Payroll Acct # 8879351

6000	A. Personnel (Salaries, Payroll Taxes)	\$ 28,394.00
6001	1. Executive Director Salary - (1/4 of time)	\$ 19,600.00
6002	2. Administrative Assistant Pay (10.58/hr.) -(1/4 of time)	5,502.00
6003	3. Payroll Taxes (8.30% of salaries)	3,292.00
	TOTAL	\$ 28,394.00
6010	B. Reserves (Housing Development & Rehab)	\$ 65,000.00
6011	1. Down-Payment & Closing Cost Assistance	\$ 30,000.00
6012	2. Housing Rehabilitation Materials	26,500.00
6013	*3. Rehab Materials for Dunbar-Manhattan Heights	8,500.00
	TOTAL	\$ 65,000.00
6020	C. Community Meeting Materials	\$ 9,000.00
6021	1. Meeting facility	\$ 4,500.00
6022	2. Food, supplies, marketing materials, press releases, signage, etc.	4,500.00
	TOTAL	\$ 9,000.00
6030	D. Housing/Credit Counseling	\$ 14,560.00
6031	1. Program Manager administering Housing Counseling Services (1/3 of time)	\$ 14,560.00
	TOTAL	14,560.00

TOTAL REQUESTED BUDGET \$ 116,954.00



In an effort to measure the effectiveness of its programs, the NELCDC will utilize the following as performance measures in general administration functions, housing/credit counseling functions, and outreach and housing counseling functions pertinent to the new Adopt-a-Spot Urban Homestead program:

1. Number of Meetings Facilitated (community forums, monthly financial literacy workshops, etc.)
2. Number of Clients Impacted (via educational outreach meetings, one-on-one counseling, etc.)
3. Number of Homes Impacted (physical rehabilitation)
4. Number of Clients to Receive Down Payment & Closing Cost Assistance
5. Number of New Programs Developed (documents created as well as promotional materials, marketing, etc.)

Specified target numbers will be reported on a quarterly basis and efforts to obtain yearly goals will be implemented.

Operating (General Administration) Performance Measures

1. **Outreach forums.** In partnership with the East Lubbock Community Alliance the NELCDC will be participate in the facilitation of outreach meetings.
2. **Number of Clients Impacted (outreach).** The NELCDC cannot project a pre-determination of the number of clients who will be impacted by community outreach efforts. However, the NELCDC firmly asserts that an outreach and educational component is a critical component in a solution of method designed to alleviate apathy and neighborhood decline; simply stated residents have a tendency to modify their behavior in a positive manner if they are highly engaged and are well-informed. The NELCDC will provide sign-in sheets at each outreach meeting to track the number of clients impacted as well as establish a mechanism for follow-up and continued engagement.
3. **Number of Clients Impacted (micro-lending).** Since August 2014, the NELCDC has been working to develop a program called the *Community Entrepreneurship Program*. This program will essentially be used to bolster the existing micro lending program. In its current form, NELCDC staff meets with clients interested in starting a business in Lubbock; credit counseling is offered. Although the NELCDC is marketing economic development in its target area (north and east Lubbock) the NELCDC is proud to support start-up businesses all over Lubbock. The Executive Director and Administrative Assistant will develop the various components of this program and once developed the Program Manager will facilitate the program. Since an overhaul of this program is underway the NELCDC plans to measure this program in the following two ways:
 - 1) **Number of clients that are counseled and receive assistance with the development of a business plan.**
 - 2) **Number of clients who make a formal request for funding presentation before the Board of Directors.**

Program 1 (Housing/Credit Counseling) Performance Measures

- 1. 13 Financial Literacy Workshops (4-unit courses per cycle).** The NELCDC has initiated the planning of monthly financial literacy workshops beginning in January 2015. These workshops will provide potential new homeowners with fundamental principles of financial literacy and education. Sign-in sheets are provide at each class. Many clients who need or want one-on-one counseling will continue individual counseling. These workshops will be key in identifying potential new homeowners as well as new community entrepreneurship program participants. **Program Overview provided as supplemental documentation for performance measure.**
- 2. Number of Clients Impacted (one-on-one)–46 clients.** The NELCDC anticipates the Program Manager will spend one-third of his time engaging 46 clients from initial intake and orientation to time spent on budgeting, action planning, credit review, and if desired home selection/development and closing; engagement also includes phone calls and emails. Since there is no existing benchmark, the NELCDC has established a new intake form, which will be used to track all new clients as of October 1, 2014. In the 2015, the NELCDC plans to purchase a service known as Counselor Max, which is a program provided through NeighborWorks for housing counselors. Once the client management system is in place, it will take the place of the paper intake form so clients can be tracked weekly, monthly, and of course reported on the quarterly reporting form submitted to the City of Lubbock from the NELCDC. The NELCDC has also created a new time sheet which will be used to track time spent on specific projects. After this initial benchmark year, a more accurate projection will be provided.

Program 2 (Adopt-a-Spot) Performance Measures

- 1. Plans Developed.** The Executive Director and Administrative Assistant will develop the structure and fundamentals of the outreach and planning process; this includes marketing materials, etc.
- 2. Outreach Meetings.** The NELCDC plans to facilitate outreach meetings to launch this new program.
- 3. Number of Clients Impacted (one-on-one) – 46 clients.** This is the same function as stated in Program Budget 1. However, the NELCDC Program Manager will track clients counseled in a targeted "Adopt-A-Spot" project area separately from other clients. This will enable the City of Lubbock as well as the NELCDC to differentiate between general outreach efforts that general clients served vs. project specific clients that desire to receive housing counseling and credit rehabilitation services. As stated in the budget, one-third of the program manager's time will be spent counseling clients in targeted areas for this program.
- 4. Four (4) Clients Served with Down Payment & Closing Cost Assistance.** \$7,000 for 4 eligible clients.
- 5. Clients Served with Housing Rehab Materials.** \$3,000-\$4,000 in rehab materials for 7-9 homeowners.
- 6. Clients Served with Rehab Materials.** \$8,500 for Dunbar-Manhattan Heights homeowners.

Performance Measure Summary

Progress on each performance measure will be reported on each quarterly report.

Budget	Program	Measure (FY 14-15)
Operating	General Outreach Forums	3-5 meetings expected
Operating	General Outreach Forums	Number of clients engaged (first year measured; no previous benchmark).
Operating	Micro-Lending	Number of clients engaged (first year measured; no previous benchmark)
Operating	Micro-Lending	Number of requests presented before the Board of Directors (first year measured; no previous benchmark)
Operating	Micro-Lending/Community Entrepreneurship Program	New plan and program created in FY 14-15
Program 1: Housing and Credit Counseling	Financial Literacy Workshops	13 cycle (4-unit classes) expected (Jan-Dec. 2015)
Program 1: Housing and Credit Counseling	Client Consultations (one-on-one)	Number of clients engaged – 46 <i>projected</i> . (First year measured; no previous benchmark)
Program 2: Adopt-a-Spot	Adopt-a-Spot Program	New plan and program created in FY 14-15
Program 2: Adopt-a-Spot	Adopt-a-Spot Outreach	Outreach meetings
Program 2: Adopt-a-Spot	Adopt-a-Spot Client Consultations (one-on-one)	Number of clients engaged – 46 <i>projected</i> . (First year measured; no previous benchmark)
Program 2: Adopt-a-Spot	Adopt-a-Spot – DPCC Assistance	4 clients served
Program 2: Adopt-a-Spot	Adopt-a-Spot – Rehab Materials	7-9 clients served
Program 2: Adopt-a-Spot	Dunbar-Manhattan Heights Rehab Materials	Number to be served unknown



Regular City Council Meeting

6. 5.

Meeting Date: 04/09/2015

Information

Agenda Item

Board Appointments - City Secretary: Consider nine appointments to the City of Lubbock Oil and Gas Advisory Review Committee (ARC).

Item Summary

Per Section 8.07.008, of the Code of Ordinances, the City has "created and established a city oil and gas advisory committee to be officially designated as the 'City of Lubbock Oil and Gas Advisory Review Committee,' hereinafter referred to as the 'ARC'."

Composition of 9 Members:

- 1 Petroleum Engineer
- 1 Lubbock Water Advisory Commission Member
- 1 Oil and Gas Industry Operator
- 1 Board of Health Member
- 5 Lubbock Citizens

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary



Regular City Council Meeting

6. 6.

Meeting Date: 04/09/2015

Information

Agenda Item

Board Appointments - City Secretary: Consider the appointment of the Chairperson of the City of Lubbock Oil and Gas Advisory Review Committee.

Item Summary

Per section 8.07.007 (b), of the Code of Ordinances, "...the City Council shall select and name the chairperson of the [ARC] Committee."

Fiscal Impact

None.

Staff/Board Recommending

Rebecca Garza, City Secretary

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.